



BRANDON T. NICHOLS
Acting Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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June 13~~20~~, 2017

REVISED

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

Dear Supervisors:

TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH (INDEPENDENT LIVING PROGRAM) SERVICES CONTRACT WITH THE LOS ANGELES HOMELESS SERVICES AUTHORITY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests approval of a contract with the Los Angeles Homeless Services Authority (LAHSA) for services to administer and oversee the Independent Living Program (ILP), also known as the Transitional Housing for Transition Age Youth (TAY) Program, effective July 1, 2017 or date of execution, whichever is later, through June 30, ~~2020-2018~~ or ~~three-one~~ years from the date of execution, whichever is later, with an option to extend for up to two additional one-year renewal periods, at a Maximum Contract Sum of \$8,614,668, financed by 55 percent federal and 45 percent state ILP funds.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Acting Director of DCFS, or designee, to execute a contract with LAHSA, substantially similar to Attachment I, to administer and oversee services for former DCFS and Probation foster youth, which includes basic life skills training, resource referrals, and up to 36 months of housing. The term of the contract will be effective July 1, 2017 or date of execution, whichever is later, through June 30, ~~2020~~ ~~2018~~ or ~~three-one~~ years from the date of execution, whichever is later, with an option to extend for up to two additional one-year renewal periods, at a Maximum Contract Sum of \$8,614,668 for the three-year contract term, financed by 55 percent federal and 45 percent state funding. There will be no impact on net County cost (NCC). The Maximum Annual Contract Sum for ~~each~~ the first year of the contract term shall not exceed ~~\$2,871,556~~ 2,584,400.

"To Enrich Lives Through Effective and Caring Service"

2. Delegate authority to the Acting Director of DCFS, or designee, to execute amendments to the contract to increase or decrease the Maximum Annual Contract Sum by no more than ten percent for any one year of the contract term, correlated to an increase or decrease in units of service, provided that (a) sufficient funding is available; (b) prior County Counsel approval is obtained; and (c) the DCFS Director or his designee notifies the Chief Executive Office (CEO) and the Board in writing within ten working days of execution.
3. Delegate authority to the Acting Director of DCFS, or designee, to prepare and execute amendments to the contract for changes affecting the scope of work or to any of the terms or conditions included under this contract, including changes to the payment structure of the contract, provided that (a) such amendments are consistent with applicable federal, state, and County requirements and (b) the prior approval of County Counsel is obtained; and (c) the DCFS Director or his designee notifies the Chief Executive Office (CEO) and the Board in writing within ten working days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAHSA is a public Joint Powers Authority between the City of Los Angeles and the County of Los Angeles. California Department of Social Services (CDSS) contracting regulations OPS 01-02, Purchase of Service, Section 23-650.1.14, permits DCFS to procure contracts with a public agency such as LAHSA through negotiation. In addition, LAHSA services are unique in nature in which it is the only agency in the Los Angeles County equipped to adequately address the housing and service needs for the identified target population.

The recommended actions will allow LAHSA to continue to act as the administrative agent for the housing program and ensure supportive services for the TAY according to the contract.

Implementation of Los Angeles County's Strategic Plan Goals

The recommended actions are consistent with Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, and the DCFS goal of self-sufficiency. Continued provision of ILP services to youth who have transitioned out of foster care will help facilitate their efforts to become self-sufficient adults.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the three-year term of the contract is \$8,614,668, which will be financed using 55 percent federal and 45 percent state funding. There is no net County cost. The Maximum Annual Contract Sum for ~~any one~~ the first year of the contract

is ~~\$2,871,556~~ 2,584,400. Sufficient funding is included in the DCFS' Fiscal Year 2017-18 budget request, and will be included for subsequent fiscal years in DCFS' future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LAHSA is a Joint Powers Authority established in 1993 as an independent agency by the County of Los Angeles and the City of Los Angeles. LAHSA is the lead agency in Los Angeles coordinating federal, state, County, and city funds for programs providing shelter, housing, and services to homeless persons in the County and City of Los Angeles.

The ILP or Transitional Housing for TAY is administered in accordance with the federal John H. Chafee Foster Care Independence Act (Chafee Act). The Chafee Act authorizes DCFS and the Probation Department to provide independent living services, including housing, for former DCFS and Probation foster youth.

The contract includes a provision that states that the County has no obligation, whatsoever, to pay for any expenditures incurred by LAHSA that exceed the Maximum Contract Sum or the Maximum Annual Contract Sum. Further, the contract allows the County to increase or decrease the Maximum Annual Contract Sum by no more than 10 percent to accommodate any changes in units of service. LAHSA will not be asked to perform service beyond the contract term.

In addition, because LAHSA is a pass-through government entity they must have the ability to get an advance on administrative funding as LAHSA does not have its own sources of funds, as Los Angeles City or County would have in the form of general funds. Therefore, DCFS added a provision in the contract to allot LAHSA two months of advance payments at the beginning of each contract term.

DCFS has determined that Living Wage Program (County Code Chapter 2.201) and the Local Small Business Enterprise Preference Program (County Code Chapter 2.204) do not apply to the contract.

The Probation Department has reviewed and approved the contract.

The contract is in compliance with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board letter. County Counsel approved the contract as to form.

CONTRACTING PROCESS

This contract was developed in accordance with CDSS Manual Letter OPS 01-02, Purchase of Service, Section 23-650.1.14, which permits contracting with a public agency through a procurement by negotiation process.

A Notice of Intent to procure by negotiation a contract with LAHSA was submitted to the Board on August 12, 2016. DCFS' negotiation with LAHSA resulted in the attached contract.

IMPACT ON CURRENT SERVICES

Approval of the recommended action will enable DCFS to provide for the continuation of life skills training, support services, and housing to former DCFS and Probation foster youth. These services will enhance the lives of TAY and assist them in becoming economically self-sufficient adults who are independent of the foster care system.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachment to:

Department of Children and Family Services
Contracts Administration Division
Attention: Leticia Torres-Ibarra, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

Respectfully submitted,

BRANDON T. NICHOLS
Acting Director

BTN:KR
LTI:KAF

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Probation Department

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH

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**COUNTY OF LOS ANGELES
TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH SERVICES**

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

County of Los Angeles
Hereinafter referred to as
"COUNTY"

and

Los Angeles Homeless Services
Authority (LAHSA)
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 Services for Transition Age Youth (TAY) pursuant to the California Department of Social Services (CDSS) Manuel Section 23-650.11 Procurement by Negotiation; and

WHEREAS, in 1999, Congress passed the John H. Chafee Foster Care Independence Act (Chafee Act) to replace the Title IV-E Social Security Act, which (1) created the federal mandate for States to use a portion of Chafee Act funds to serve former foster youth up to age 21; (2) included provisions permitting Medicaid coverage for youth up to age 21; and (3) 30 percent of Chafee Act funds are to be used for housing assistance for former foster youth, and

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

WHEREAS, CONTRACTOR is a joint power of authority between the City of Los Angeles and the County of Los Angeles designated to provide housing for homeless individuals and families, and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services, and for the purpose of this Contract considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR 200, and

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, Section 7.0, Change Notices and Amendments, and signed by both parties.
- 1.2 Exhibits A, A-1,A-2, A-3, A-4, A-5, A-6, A-7, A-8, Exhibits B, B-1, and Exhibit C Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, and L, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and subsection 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: Exhibit A, A-1, A-2, A-3, A-4, A- 5, A-6, A-7, A-8, Exhibits B, B-1, and Exhibit C Attachments.
- 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 the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. "COUNTY" - means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
 - D. "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.

- E. "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.
- F. "DCFS"- means COUNTY's Department of Children and Family Services
- G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.
- H. "Fiscal Year(s)"- means the 12-month period beginning July 1st and ending the following June 30th.
- I. "Maximum Contract Sum"- means the total amount to be paid under this contract.
- J. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- K. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and Los Angeles Homeless Services Authority, hereinafter referred to as "CONTRACTOR."

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on July 1, 2017, or the date of execution by the Director of DCFS, whichever is later, and shall expire on June 30, ~~2020~~2018, or ~~three~~one years after the date of execution, whichever is later, with an option to extend for up to two additional one-year renewal periods, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 3.2 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 3.3 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the three-year term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall

send written notification to the COUNTY at the address herein provided in Attachment J, County's Administration.

4.0 CONTRACT SUM

- 4.1 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, Line Item Budget.
- 4.2 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.
- 4.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract.
- 4.4 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.
- 4.5 The total amount payable under this Contract is \$8,614,668, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for ~~each~~the first year of the contract term shall not exceed ~~\$2,871,556~~2,584,400, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.6 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, 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, Section 7.0, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

- 4.7 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.

5.0 INSURANCE REQUIREMENTS

5.1 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.

- 5.1.1 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 Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverage required in this Contract;
- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 5.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the "The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its

Agents)” as insureds for all activities arising from this Contract;
and

- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 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.
- 5.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 5.1.6.1 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.
 - 5.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
 - 5.1.6.3 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.
 - 5.1.6.4 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.

5.1.7 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.

5.1.8 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:

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

5.1.8.2 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.

5.2 Insurance Coverage Requirements:

5.2.1 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

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

5.2.3 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.

5.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper

authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

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

5.2.5 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

6.0 INVOICES AND PAYMENTS

- 6.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit B, Line Item Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.
- 6.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of 10 percent of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the 10 percent 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 to the COUNTY Program Manager.
- 6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 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 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 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 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. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Line Item Budget.

- 6.4 Whether or not federal dollars will be used to pay for services under this contract, 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) 2 CFR 200. 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>
- 6.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved 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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: DCFS Housing Manager or Designee
Youth Development Services Division
3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010
Fax (213) 637-0035

- 6.6 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.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 6.8 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 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 30 Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 6.9 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.
- 6.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

7.0 ADVANCE PAYMENTS

Notwithstanding, Section 6.0, Invoices and Payments, advance payments to CONTRACTOR are subject to the following conditions:

- 7.1 The COUNTY may permit an initial two-month advance payment at the beginning of each contract year for CONTRACTOR's projected administrative expenses **based on documented cash flow needs of CONTRACTOR and in accordance with** applicable federal, State and COUNTY cash management policies. Funds must be deposited in a separate, interest-bearing account, or an account where these funds are uniquely coded and CONTRACTOR has the ability to track interest accrued by funding source and report back to COUNTY the interest accrued for the purpose of returning all interest to COUNTY.
- 7.2 CONTRACTOR's request for advance funds shall be made in writing by submitting an invoice as required herein and all documentation and information as required by the COUNTY to the Program Manager for approval. The request must be justified based on CONTRACTOR's written estimated disbursement needs for the next 60 days.
- 7.3 CONTRACTOR's failure to perform in accordance with the terms of this Agreement shall result in the CONTRACTOR returning unearned advances to the COUNTY.
- 7.4 Interest earned on advances under this Agreement is to be regarded as program income, must be identified on the monthly invoice, and must be returned to the COUNTY quarterly by separate check made payable to the COUNTY.

7.5 CONTRACTOR shall reconcile advances to their actual expenditures on a quarterly basis so that COUNTY recovers advances before the end of the contract period as set forth in Exhibit B-1.

7.6 The combination of the Advance Payments and the total payment of all Invoices submitted by CONTRACTOR shall not exceed the Maximum Annual Contract Sum for any year of the contract term.

8.0 BACKGROUND AND SECURITY INVESTIGATIONS

8.1 For the safety and welfare of the youth and children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent CONTRACTORS, volunteers or subcontractor who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. Persons convicted of crimes listed in Subsection 8.6 shall not be employed for this contract. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the 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's background investigation.

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

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

8.5 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.

8.6 CONTRACTOR agrees not to engage or continue to engage the

services of any person convicted of any crime involving harm to youth and 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.

9.0 CONFIDENTIALITY

- 9.1 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.
- 9.2 CONTRACTOR shall inform all of its officers, employees, agents and subcontractor providing services hereunder of the confidentiality provisions of this Contract.
- 9.3 CONTRACTOR shall sign and adhere to the provisions of Attachment C-1, "CONTRACTOR Acknowledgement and Confidentiality Agreement".
- 9.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".
- 9.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".
- 9.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 9.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 9.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with or related to any failure by CONTRACTOR, its officers, employees, agent, or subcontractors, to comply with this Subsection 9.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Subsection 9.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 9.9 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.

10.0 CONTRACTOR'S STAFF IDENTIFICATION

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

11.0 TIME OFF FOR VOTING

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

Department of Children and Family Services - Contracts Administration
PART II: STANDARD TERMS AND CONDITIONS

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 8, 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 on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the 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 subsections is designated in 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 Director on a regular basis; and
- Inspecting any and all .tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 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.
- 2.3 The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract.

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 subsection, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY. This subsection does not limit CONTRACTOR's ability to use subcontractors to meet its obligations under this contract without an amendment.
- 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.
- 4.3 If 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 or 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 this 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 shall be provided within 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 Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive 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 3.0, 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.

- 7.5 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
 - 7.5.1. The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 7.5.2. The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
 - 7.5.3. The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Annual Contract Sum; and
 - 7.5.4. Prior County Counsel approval is obtained and notice given to CEO.

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 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 warrants that it is now in compliance and shall during the term of this Contract maintain in 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, Family 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 Subsection 9.1, "CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar Days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMPLAINTS

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

10.2 Within five business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

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

- 10.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
- 10.2.3 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.
- 10.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five business days of receiving the complaint.
- 10.4 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.
- 10.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three business days of mailing to the complainant.

11.0 COMPLIANCE WITH APPLICABLE LAWS

- 11.1 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 there over.
 - 11.1.1 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.
 - 11.1.2 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.
 - 11.1.3 For Contracts over \$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).

- 11.2 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.
- 11.3 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.

12.0 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 C, Attachment A, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

13.0 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 C, Attachment G, and incorporated by reference into and made a part of this Contract.

13.1 Written Employee Jury Service Policy

13.1.1 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 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.

13.1.2 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 \$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 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 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 subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

13.1.3 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.

13.1.4 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.

14.0 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.

15.0 CONFLICT OF INTEREST

- 15.1 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.
- 15.2 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.

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

- 16.1 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.
- 16.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

17.0 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.

18.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

- 18.1 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 C, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.
- 18.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.

- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.
 - 19.8.1 The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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.

19.9 These terms shall also apply to SUBCONTRACTORSS of CONTRACTORs.

20.0 CONTRACTOR'S WORK

20.1 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.

20.2 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.

21.0 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.

22.0 EMPLOYEE BENEFITS AND TAXES

- 22.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 22.2 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.

23.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 23.1 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.
- 23.2 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.

24.0 EVENTS OF DEFAULT

24.1 Default for Non-Performance

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

- 24.1.1 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.

24.2 Defaults for Insolvency

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

- 24.2.1 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;

24.2.2 The filing of a voluntary petition in bankruptcy;

24.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

24.3 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.

25.0 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.

26.0 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 \$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.

27.0 FORMER FOSTER YOUTH CONSIDERATION

27.1 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 17.0 and 16.0, 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

- 27.2 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).
- 27.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

28.0 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.

29.0 INDEMNIFICATION

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.

30.0 INDEPENDENT CONTRACTOR STATUS

- 30.1 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.
- 30.2 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.

- 30.3 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.
- 30.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "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."

31.0 LIQUIDATED DAMAGES

- 31.1 If the CONTRACTOR is 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.
- 31.2 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 shall be that which is specified in Exhibit A-5, Performance Requirements Summary (PRS) Chart, 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 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.

31.3 The action noted in Subsection 31.2 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.

31.4 This subsection 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 Subsection 31.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

32.0 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'.)

33.0 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.

34.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

34.1 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.

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

- 34.3 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.
- 34.4 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.
- 34.5 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.
- 34.6 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.
- 34.7 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.
- 34.8 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 \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35.0 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.

36.0 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 day, give written notice thereof, including all relevant information with respect thereto, to the other party.

37.0 NOTICE OF DISPUTE

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

38.0 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 C, Attachment F.

39.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be email or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, CONTRACTOR's Administration, and Attachment J, COUNTY's Administration. Addresses may be changed by either party giving 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.

40.0 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.

41.0 PROPRIETARY RIGHTS

41.1 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.

- 41.2 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 for this contract 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.
- 41.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 41.4 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 Subsection 41.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 41.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 41.4 for:
- 41.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 41.3;
- 41.5.2 Any materials, data and information covered under Subsection 41.2; and
- 41.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 41.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this

Contract. Further, CONTRACTOR shall use security measures, including but not limited to the data encryption requirements of Section 60.0, to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 41.7 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.
- 41.8 The provisions of Subsections 41.5, 41.6, and 41.7 shall survive the expiration or termination of this Contract.

42.0 PUBLIC RECORDS ACT

- 42.1 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.
- 42.2 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.

43.0 PUBLICITY

- 43.1 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:
- 43.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 43.1.2 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.
- 43.2 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 subsection shall apply.

44.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 44.1 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.
- 44.2 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 years after the expiration of the term of this Contract or for a period of three years from the COUNTY's final payment under this contract, 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.

- 44.3 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 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).
- 44.4 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.
- 44.5 If, at any time during the term of this Contract or within five 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.
- 44.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

45.0 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.

46.0 SAFELY SURRENDERED BABY LAW

- 46.1 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

- 46.2 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 B, Attachment H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

47.0 SHRED DOCUMENT

- 47.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 47.2 Documents for record and retention purposes in accordance with Subsection 44.2 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

48.0 SUBCONTRACTING

- 48.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY.
- 48.2 For any subcontracts, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 48.2.1 A description of the work to be performed by the subcontractor;
 - 48.2.2 A copy of the subcontract; and
 - 48.2.3 Other pertinent information or certifications requested by the COUNTY.
- 48.3 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 subcontractors' employees were CONTRACTOR employees.
- 48.4 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.
- 48.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to approve or disapprove 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.
- 48.6 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.
- 48.7 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:
- 48.2.1 An executed Exhibit C, Attachment C-1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of subcontractor's employees approved to perform work hereunder.
 - 48.2.2 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

- 48.2.3 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.
- 48.8 Upon request, Contractor shall provide County Program Manager with a copy of an executed contract after
- 48.9 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.
- 48.10 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.
- 48.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractors 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.

49.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 49.1 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:
- 49.1.1 CONTRACTOR has materially breached this Contract;
- 49.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 49.1.3 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 working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 49.2 In the event COUNTY terminates this Contract in whole or in part as provided in Subsection 49.1, 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.

- 49.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 49.2 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.
- 49.4 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 Subsection 49.3, 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.
- 49.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 49.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Subsection 48.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of \$5,000 or five percent of the applicable year's Contract Sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

49.5.1 These liquidated damages shall be in addition to any credits,

which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 29.0, Indemnification.

- 49.6 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.

50.0 TERMINATION FOR CONVENIENCE

- 50.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder 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 10 Days after the notice is sent.
- 50.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 50.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 50.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 50.3 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.

51.0 TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 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.
- 51.2 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.

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

52.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

52.2 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.

53.0 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.

54.0 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.

55.0 USE OF FUNDS

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

55.1 CONTRACTOR shall use all funds paid to and expended by CONTRACTOR only for Transitional Housing Services for Transition Age Youth consistent with Exhibit A, Statement of Work.

55.1.1 CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in Attachment E, Auditor-Controller Contract Accounting Handbook and OMB 2 CFR 200, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.

55.1.2 CONTRACTOR shall submit to DCFS a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's expenditures for each contract year.

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.

59.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. Contractor shall fill out and submit Attachment M, Zero Tolerance Policy on Human Trafficking Certification, prior to contract execution.

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

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

60.0 DATA ENCRYPTION

CONTRACTOR and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

60.1 Stored Data

CONTRACTOR' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

60.2 Transmitted Data

All transmitted (e.g. network) COUNTY PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

60.3 Certification

The COUNTY must receive within 10 business days of its request, a certification (Attachment N) from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 60.0 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

**TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH
(INDEPENDENT LIVING PROGRAM) SERVICES CONTRACT**

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

COUNTY OF LOS ANGELES

CONTRACTOR

Los Angeles Homeless Services Authority

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

STATEMENT OF WORK

**TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH
(INDEPENDENT LIVING PROGRAM) SERVICES CONTRACT**

**TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH
STATEMENT OF WORK
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EXHIBIT A-1	ILP Verification of Emancipation Status/Consent for Release of Information
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1.0 PREAMBLE

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

The vision of DCFS is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

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

2.0 INTRODUCTION

This contract between the County of Los Angeles and the Los Angeles Homeless Services Authority (LAHSA) provides Independent Living Program (ILP) Transitional Housing for former foster and probation Transition Age Youth (TAY) who were formerly supervised by the Department of Children and Family Services (DCFS) or the Probation Department (Probation) and eligible for ILP services. Up to 225 TAYs will receive housing and life skills training for up to 36 months. The participants in the ILP will include TAYs with children of their own and a minimum of 50 TAYs who have a Diagnostic and Statistical Manual of Mental Disorders (DSM) diagnosis on Axis I or II and are impaired in at least one of the following domains: school, work, community, family life, or interpersonal relationships. The TAY's degree of impairment must be such that they require limited support in managing their daily living skills. These TAYs may also be dually diagnosed with co-occurring substance abuse disorders.

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

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

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

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

3.0 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 **Case Manager** - means the individual designated by Subcontractor who is responsible for the assessment of and service delivery to TAY, and compliance with the requirements of their subcontract.
- 3.2 **Children's Social Worker (CSW)** - means a staff person employed by DCFS with the primary responsibility of providing case management to children and families who are under the jurisdiction of Dependency Court and supervised by DCFS.
- 3.3 **CONTRACTOR** – Refers to Los Angeles Homeless Services Authority (LAHSA).

- 3.4 **CONTRACTOR Program Director (CPD)** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR'S operations and interfacing with the COUNTY Program Manager relating to this Contract.
- 3.5 **COUNTY Program Manager (CPM)** - means the COUNTY representative responsible for daily management of Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.6 **Coordinated Entry System (CES)** - means a regionally based system that connects new and existing programs into a “no-wrong-door” network by assessing the needs of individuals and households experiencing homelessness and linking them with the most appropriate housing and services to end their homelessness. The goal of the CES is to streamline processes through which communities assess, house, and retain individuals and households experiencing homelessness; to ensure all of our homeless neighbors are known and supported; to target and maximize limited housing resources; and comply with the federal mandate to adopt a standardized intake and coordinated assessment process for housing. The essential components of CES are: 1) a system that is low-barrier and easy to access; 2) a system that identifies and assesses people’s needs; and 3) a system that prioritizes and matches housing resources based on those needs. In Los Angeles County, there is a CES for Single Adults, for Youth, and for Families. CES for Youth is known as Youth CES and it is managed by LAHSA.
- 3.7 **Day** - means a calendar day unless otherwise specified.
- 3.8 **Daily Life Skills** - means a skill set, knowledge or acceptable behavior that fosters self-sufficiency as it relates to money management, food preparation, hygiene, basic literacy and numeracy, and organizational skills.
- 3.9 **DCFS** - means the Department of Children and Family Services, the child protection agency for the County of Los Angeles.
- 3.10 **Deputy Probation Officer (DPO)** - means a staff employed by the Probation Department who manages caseloads of youth under the jurisdiction of Juvenile Court and the Probation Department's supervision and custody.
- 3.11 **Department of Public Social Services (DPSS)** - means the Los Angeles County's Department that administers various social services including, but not limited to, Medi-Cal benefits, General Relief/General Assistance, Cal Works, and Food Stamps.
- 3.12 **Diagnostic and Statistical Manual (DSM)** – means a manual that offers a common language and standard criteria for the classification of mental disorders.

- 3.13 **Employment Development Department (EDD)** - means "State of California" local government branch that administers the job service, unemployment insurance, disability insurance, workforce investment act, and welfare to work program.
- 3.14 **Gainful Employment** - means full-time employment that is profitable and suited to the ability and potential of the one employed.
- 3.15 **General Relief Opportunities to Work (GROW)** – means a program administered by DPSS to provide employment opportunities.
- 3.16 **High Risk Behavior** - means participation in activities including, but not limited to, use of illegal substances, gang activity, unprotected sexual activity, runaway behavior, and any other type of negative social or self-destructive behavior.
- 3.17 **Independent Living Program (ILP) Coordinator** - means DCFS' and Probation Department's Youth Development Services Division staff that assists both pre-Transition and Transition Age Youth ages 14 and over with linking services for youth to prepare for adulthood
- 3.18 **ILP** - means Independent Living Program.
- 3.19 **ILP-Eligible Foster YOUTH** - means a youth that is at least 16 years old and meets all of the guidelines of ILP eligibility. This designation of "ILP-eligible" can only be determined by the County staffs who determine eligibility. Not all ILP- eligible youth are eligible for the Subcontractor's housing programs.
- 3.20 **ILP TAY** - means a specific population of ILP-eligible youth who are former foster youth that are at least age 18 years old but not yet 21. This specific population is eligible for the LAHSA subcontractor housing programs and thus, is referred to throughout the SOW as ILP TAY or simply, TAY.
- 3.21 **Individual Services Plan** - means individualized plan that identifies the barriers to the youth's independent living, and prioritizes in order which they should be addressed through short and long term goals, the desired outcomes, and the strategies and resources to be used in attaining the outcomes.
- 3.22 **Los Angeles Homeless Services Authority (LAHSA)** - means a joint powers authority of the City and County of Los Angeles, formed in 1993 to administer homeless contracts within defined Service planning areas throughout the County of Los Angeles. LAHSA agency designated to contract with providers to provide housing for homeless Individuals and families.
- 3.23 **Outcomes** - mean the success of youth transitioning out of a CONTRACTOR program that occurred due to the positive impact of the Subcontractors' delivery of services.
- 3.24 **Permanency** - means a process and a result that includes involvement of the youth as participants and leaders in defining for themselves what permanency means and in finding a permanent connection with at least one committed adult who provides:

A safe, stable and secure parenting relationship; Love; Unconditional commitment, Lifelong support in the context of reunification; a legal adoption or guardianship where possible the opportunity to maintain contact with important persons, including brothers & sisters.

- 3.25 **Permanent Relationship** - means an established relationship with an adult who is willing and capable of providing support and advocacy in the future.
- 3.26 **Performance Targets** - means the measurable benchmarks which guide performance toward a desired result.
- 3.27 **Probation** - means the County of Los Angeles Probation Department.
- 3.28 **Self-Sufficiency** - means a youth who transitions out of a CONTRACTOR program who succeed in the areas of: (1) permanency/housing; (2) social and emotional well-being; and (3) career/workforce readiness.
- 3.29 **Shared Core Practice Model** – model that outlines the five key strategies identified as Engaging, Teaming, Assessing, Planning and Intervention, and Tracking/Adapting to effectively work with children and families. (See Exhibit A-4.)
- 3.30 **Statement of Work (SOW)** - means a written portion to this contract describing the actual work to be done by means of specifications or other minimum requirements quantities, performance data, and a statement of the requisite quality (services tasks).
- 3.31 **Subcontractor/Housing Providers** - means an agency that has a contract with CONTRACTOR to provide housing and social services for ILP TAY.
- 3.32 **Transition** - means a TAY changes in legal status from a court dependent youth to an independent, adult.
- 3.33 **Transition Coordinator** – means Independent Living Program Coordinator.
- 3.34 **Transitional Independent Living Plan (TILP)** - means a written plan that represents the course of action required to transition a youth from foster care to independent adulthood.
- 3.35 **Youth Development Services Division** - means the Los Angeles County Division comprised of both DCFS and Probation staff that are designated to develop, implement and monitor transition services for the TAY population.

4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The County Program Manager (CPM) will coordinate the delivery of the services of this Contract with the CONTRACTOR Program Director (CPD).
- 4.2 CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.

- 4.3 CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this contract or the contracts of the Subcontractor.
- 4.5 CPM is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this contract.
- 4.6 CPM responsible for daily management of contract operation and overseeing monitoring activities is identified in the County's Administration form (Attachment J).
- 4.7 CONTRACTOR shall designate a CPD responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR and Subcontractors as defined in this Statement of Work. The CPD is identified in the Contract, under Exhibit C, Attachment I, CONTRACTOR's Administration.
- 4.8 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.9 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

The County Program Manager (CPM) shall be responsible for monitoring CONTRACTOR's activities to ensure the activities of its Subcontractors determine participant eligibility, and provide technical guidance. CPM monitoring will include assurance that the CONTRACTOR's agencies meet or exceed program objectives and requirements.

- 5.1 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 ILP Transition Housing Program.
- 5.2 COUNTY shall have the right to monitor and audit programmatic reports and request corrective action plans, which will be a matter of public record to the extent required by the California Public Records Act.
- 5.3 COUNTY will provide CONTRACTOR with a Contract Discrepancy Report (CDR), Exhibit A-3, for every instance in which tasks defined in the SOW are not met.
- 5.4 DCFS and Probation shall refer former foster and probation youth, ages 18 through 20, who are ILP-eligible, through the Youth Coordinated Entry System (CES) that is managed by the CONTRACTOR.

5.5 ILP TAY housing services may not be rendered to a former foster or probation youth prior to receiving the ILP Verification of Emancipation Status form (Exhibit A-1) from DCFS or Probation.

6.0 CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall appoint a CPD who shall be responsible for administering and overseeing all of the services provided under this Contract.

- 6.1 CONTRACTOR may subcontract its obligations under this agreement.
- 6.2 CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.
- 6.3 CONTRACTOR shall ensure that their Subcontractors provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays. CONTRACTOR shall ensure that their Subcontractors respond back to them within three hours of being contacted.
- 6.4 CPD shall respond to any and all subsequent calls within 48 hours.
- 6.5 CPD or other managers in the employ of the CONTRACTOR shall supervise all of CONTRACTOR's personnel assigned to work under this Contract.
- 6.6 CONTRACTOR shall notify COUNTY in writing within five business day of any changes in CONTRACTOR's authorized personnel and Subcontractors that affect the operation of this contract, and shall submit an updated CONTRACTOR's Administration form if needed.
- 6.7 CONTRACTOR shall ensure that neither their staff nor their Subcontractors' staff perform any services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employees' physical or mental performance.
- 6.8 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its Subcontractors' personnel who the CPM determines has performed acts, which are inappropriate to the provision of the Contract services or contrary to the safety of the ILP TAY participants and their children.
- 6.9 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of the CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 6.10 CONTRACTOR shall ensure that Subcontractors provide sufficient personnel, competent to perform all work in accordance with the requirements of the Subcontract and the SOW.
- 6.11 CONTRACTOR's CPD or designee shall attend all meetings scheduled by the COUNTY.

6.12 CONTRACTOR shall be available for technical reviews as requested by the CPM. Technical reviews shall be conducted annually or as determined by the CPM. It includes a review of the following: Program and Performance Outcomes, Subcontractor Compliance, Finance, Insurance, Personnel, and Participant Case Records.

7.0 TARGET DEMOGRAPHICS

The ILP TAY program targets a minimum of 225 ILP eligible former DCFS and Probation youth, ages 18 through 20 who are homeless or at risk of homelessness and impacted by one or more of the following characteristics: history of substance abuse; multiple foster care placements; record 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; and, a pregnant or parenting youth. The target population is referred to as ILP Transition Age Youth (ILP TAY). TAYs are allowed to remain in the program up to 36 months or up to his/her 21st birthday.

The ILP TAY program shall ensure that a minimum of 50 beds are targeted for ILP eligible TAYs who have a Diagnostic and Statistical Manual (DSM) of Mental Disorders diagnosis on Axis I or II. These subset populations of ILP eligible TAYs are youth with a psycho/social impairment that affects their ability to function in at least one of the following domains: school, work, community, family life, or interpersonal relationships. The TAY degree of impairment must be such that limited support is required to manage his/her daily living skills. These TAYs may also be dually diagnosed with co-occurring substance abuse disorders.

8.0 STAFFING REQUIREMENTS

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

8.1 CONTRACTOR's staffing

One Program Director who meets the qualifications set forth in Subsection 8.2.1 below, and sufficient administrative, program and fiscal staffing as indicated in Exhibit B, Line Item Budget, to ensure timely processing and payment of Subcontractor invoices, the provision of technical assistance to Subcontractor agencies, and monitoring of Subcontractor programmatic and fiscal compliance.

8.2 Minimum Qualifications

8.2.1 CONTRACTOR's Program Director shall meet the following minimum qualifications prior to employment: Possess a Bachelor's Degree from an accredited college or university and a minimum of two years full-time management experience in a social services agency, or equivalent to ten years' experience in social services.

8.2.1.1 Accredited colleges and 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 an American Universities and Colleges, and International Handbook of Universities are acceptable references.

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

8.3 CONTRACTOR shall ensure that the housing providers servicing TAYs with Diagnostic and Statistical Manual diagnosis have transitional housing experience and a contract with the Department of Mental Health (DMH) or a subcontract with a third party that can bill for Early Periodic Screening Diagnosis Treatment (EPSDT) or full-scope Medi-Cal for mental health services that include assessment, case planning, mental health services, case management, crisis prevention, medication support, and linkage to educational and vocational services.

8.4 CONTRACTOR's volunteers are subject to the same requirements under this contract as paid staff.

9.0 CONTRACTOR FISCAL AND MONITORING RESPONSIBILITIES

9.1 CONTRACTOR shall ensure that their Subcontractors comply with all Fiscal and Programmatic monitoring requirements of this contract.

9.2 CONTRACTOR shall ensure that their subcontracts include the required Performance Outcomes (Exhibit A-6).

9.3 CONTRACTOR shall ensure their Subcontractors maintain, at a minimum, an average of a 95% bed occupancy of their tracked bed capacity throughout the term of the contract.

9.4 CONTRACTOR shall conduct an annual fiscal Risk Assessment for each Subcontractor that is determined to be high risk. All other Subcontractors will be monitored for fiscal Risk Assessment on a bi-annual basis.

9.5 Fiscal Risk Assessments include the evaluation of seven key factors to provide an objective assessment that would identify the agencies that are likely to be in non-compliance with contractual and federal regulations. These factors include: 1) Results of past monitoring site visit(s), 2) timeliness of Annual Audits and any Conditions identified as material weaknesses, 3) Agency fiscal staff capacity, 4) Quality and completeness of financial documents submitted, 5) records retention, 6) Financial stability assessment, and 7) other relevant factors.

- 9.6 CONTRACTOR shall conduct annual onsite program monitoring visits with all the Subcontractors for the term of this CONTRACT.
- 9.7 CONTRACTOR shall ensure that their Subcontractors are provided a monitoring report within 30 days of the completion of the monitoring visit that details the findings and concerns noted during the visit, and prescribed correction actions that Subcontractors must complete.
- 9.8 CONTRACTOR shall ensure that their Subcontractors provide a written response within 30 days of their receipt of the monitoring report from the CONTRACTOR.
- 9.9 CONTRACTOR shall ensure that the Subcontractors that fail to respond to a monitoring report or fail to correct identified findings or concerns are subject to sanctions provided in the CONTRACTOR's Agency Remedial Action Policy, which include written notices of non-compliance, being placed on programmatic or fiscal probation, withholding of payments, suspension and termination of the contract.

10.0 SERVICE DELIVERY SITES

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

- 10.1 CONTRACTOR shall ensure that contracted services provided by Subcontractors are by Service Planning Area (SPA).
- 10.2 CPM shall have the right to approve or disapprove any service delivery sites.
- 10.3 CONTRACTOR shall ensure that the service delivery sites are easily accessible to public transportation for the targeted ILP TAY.
- 10.4 CONTRACTOR shall ensure that the service delivery sites intended to serve disabled TAY is user friendly and compliant with the Americans with Disabilities Act (ADA).
- 10.5 CONTRACTOR shall ensure that their Subcontractor's housing sites are maintained in good condition with regard to paint, plumbing, electricity, and other basic up-keep to the property.
- 10.6 CONTRACTOR's headquarters' office, Subcontractor's headquarters' office, and the housing sites shall be listed in Exhibit A-7, Service Delivery Sites. If there are any changes to the headquarters' offices or the housing sites then the CONTRACTOR shall submit to the CPM an updated Service Delivery Sites form that incorporates these changes.

11.0 REPORTS AND RECORD KEEPING

CONTRACTOR shall ensure that their Subcontractor's maintain program records for a period of five years after the termination of the Contract. CONTRACTOR is required to provide COUNTY with the specific administrative reports and records as described in the below subsections.

- 11.1 Attendance Record Folder: CONTRACTOR shall ensure that their Subcontractors maintain and update monthly Attendance Record Folder for ILP TAY. The folder shall include, but not limited to, the following:
 - 11.1.1 Statistics on the total number of ILP TAY days of service provided for the month.
 - 11.1.2 CONTRACTOR shall maintain a master list of all ILP TAY and shall include each ILP TAY name, telephone number, address of living unit, agency providing service and date of admission, and discharge date (if applicable).
- 11.2 Monthly Report: CONTRACTOR shall provide to CPM a Monthly Report that lists all ILP TAY participants and their length of stay. CONTRACTOR shall mail or e-mail a copy to the CPM by the 5th day of the following month. If the 5th day falls on a weekend, then the report shall be mailed or e-mailed by the following Monday.
- 11.3 Quarterly Report: CONTRACTOR shall provide a Quarterly Report on the progress of the goals for each Subcontractor. CONTRACTOR shall submit to the CPM the Quarterly Report within 45 days of the quarter.
- 11.4 Special Incident Reports (Exhibit A-2): CONTRACTOR shall ensure that their Subcontractors submit copies of Special Incident Reports to the CPD within 24 hours following an incident. CPD will submit a copy of special incident report to the CPM within 24 hours of receipt.
- 11.5 Discharge/Closing Report: CONTRACTOR shall ensure that their Subcontractors prepare and maintain a discharge/closing report for each ILP TAY who leaves the program. The report shall include, but not be limited to: (1) a closing summary of information documented in the TAY record folder; (2) the ILP TAY progress while participating in the ILP TAY Program, and (3) the reason for the ILP TAY leaving the program. The Discharge/Closing Report shall be filed in the ILP TAY case file. The Discharge Report will be made available upon request.
- 11.6 Annual Report: CONTRACTOR shall complete an Annual Report on ILP TAY in its care during the Contract year and e-mail a copy to the CPM within 15 days after the end of each intended contract year and termination of the contract. The annual report will include, but is not limited to the number of ILP TAY served, number discharged, and number of TAY who completed their high school diploma or GED certificate, number of TAY who participated in post-secondary education or certification program, percentage of TAY employed at admission and discharge, percentage of TAY who obtained permanent housing at discharge, percentage of TAY who report having a consistent relationship with a caring adult.

12.0 TAY HOUSING

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

13.0 SERVICE TASKS

CONTRACTOR shall provide the following service tasks to at least 225 TAYs.

- 13.1 CONTRACTOR shall ensure that at least 50 beds are dedicated to TAYs who have a Diagnostic and Statistical Manual (DSM) of Mental Disorders diagnosis on Axis I or II, that impairs their ability to function in at least one of the following domains: school, work, community, family life, or interpersonal relationships. The degree of impairment must be such that the TAY requires limited support to manage his/her daily living skills.
- 13.2 CONTRACTOR shall ensure that their Subcontractors 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 the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et Seq.).

13.3 Referral and Admission:

13.3.1 CONTRACTOR shall accept referrals through the Youth Coordinated Entry System (CES) from the County, other Transitional Housing Providers, Community Stakeholders, and self-referrals from TAY. Contractor shall ensure that all youths have an ILP Verification of Emancipation Status form (Exhibit A-1) and are eligible prior to admitting him/her into the program.

13.3.2 CONTRACTOR shall ensure that their Subcontractors do 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.

13.3.2.1 CONTRACTOR shall ensure that their Subcontractors allow the ILP TAY the greatest amount of freedom to prepare them for self-sufficiency.

13.3.2.2 CONTRACTOR shall ensure that their Subcontractors adhere to the right of ILP TAY to be free from arbitrary or capricious rules; the right to appeal any loss of benefits or services before they are Suspended (unless imminent physical harm to someone would result); the right to a grievance procedure.

13.3.2.3 CONTRACTOR shall ensure that their Subcontractors respect the ILP TAY right to confidentiality. This right applies to the dissemination, retrieval and acquisition of identifiable information. CONTRACTOR shall not release information about an ILP TAY receipt of services without a written release of information from the ILP TAY.

13.3.2.4 CONTRACTOR shall ensure that their Subcontractors protect the right to privacy of the TAY client. Information shall be requested from the ILP TAY only when the information is specifically necessary for the provision of services. ILP TAY shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.

13.3.2.5 CONTRACTOR shall ensure that their Subcontractors request information regarding any known or suspected dangerous behavior of the referred ILP TAY.

14.0 EMPLOYMENT AND SCHOOL ITEMS

CONTRACTOR shall assist with obtaining any items that the ILP TAY requires to start and maintain employment or schooling. The items include but are not limited to: uniforms; books

and supplies, etc. CONTRACTOR shall ensure that their Subcontractors maintain documentation in the TAY record folder the date the item(s) were provided to the ILP TAY

15.0 MEDICAL AND DENTAL SERVICES

CONTRACTOR shall ensure that its Subcontractors know that If medical or dental services are needed by the ILP TAY, 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.

16.0 SCOPE OF WORK

CONTRACTOR shall ensure that their Subcontractors provide the TAY with the following services:

- 16.1 24-hour Crisis Intervention: CONTRACTOR shall ensure that their Subcontractors will make available to ILP TAY 24-hour crisis intervention and support.
- 16.2 Intake Services: The goal of intake services is to determine whether a TAY is eligible to receive housing and services in a transitional housing program. This includes the verification of ILP eligibility and documentation of homeless status.
- 16.3 Comprehensive Assessment: The goal of a comprehensive assessment is to determine the TAY barriers to stable housing which includes, but is not limited to the assessment of the following; medical, physical, mental, psychosocial, and emotional health; history of alcohol or substance abuse, domestic violence, education, employment history, legal and financial needs. Standard ILP comprehensive assessment tool approved by LA County Department of Children & Family Services and LA County Department of Probation shall be utilized. This assessment will include a detailed statement of all the barriers faced by the youth in each of the areas listed above, and will include recommendations regarding the services that should be planned in the ISP to address and overcome these barriers.
- 16.4 CONTRACTOR shall ensure that Subcontractors employ one Case Manager who meets the qualifications set forth in Subsection 16.4.1 for every 15 TAY participants.
 - 16.4.1 Case Managers shall possess the following minimum qualifications prior to employment: Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two years full-time experience in a public or private social services setting working with Transition Age Youth. Case Managers may also be Master's level interns provided they have two years of social work experience.
- 16.5 Individualized Service Plan: On the basis of the completed assessment, the case manager, together with the TAY, will develop an Individualized Service Plan (ISP) that identifies the barriers to the youth's independent living, and prioritizes the order in which they should be addressed through short and long-term goals, the desired

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

- 16.6 TAY and their Case Manager will address each issue identified in the ISP, ensuring that at the time of their exit from the transitional housing program, TAY are stable enough to move to the next level of their life.
- 16.7 Case Managers together with the TAY must develop an Exit and Aftercare plan for TAY with a planned exit. As the youth achieves his/her initial goals and progresses in the program, the sessions may be decreased to at least bi-weekly to follow-up on the more long term goals on the ISP. For ILP participants the frequency of case management sessions provided must be appropriate to the current needs of the youth. All ILP youth must have at least monthly case plan updates counseling sessions during their participation in the program.
- 16.8 Case Management: The goal of Case Management is to assist TAY in addressing issues by providing quality services in preparation for Self Sufficiency. Case Management services will include TAY-centered activities that will maximize the TAY's physical, social and economic well-being in order to assist him/her in living independently. Case Management staff should possess relevant education, skills or experience to assist TAY's in assessing their needs and achieving their goals.
- 16.9 The Case Management staff will at a minimum have case plan update or counseling sessions with the TAY at least one session per week for the first 60 days the youth is in the program to focus on the short term goals on the ISP.
- 16.10 Independent Living Skills: The goal of independent living skills training is to assist TAY to become self-sufficient and independent. Required independent living skills training courses to be provided under this contract include: budget planning, legal rights and community resources, money management (including basic tax information), meal planning and preparation, basic living skills (i.e., personal grooming/hygiene, doing laundry, etc), maintenance of TAY's living unit, accessing resources, mental health or substance abuse services, developing supportive relationships, medical and dental care, socialization skills and self-esteem and other skills required to lead an independent lifestyle. Independent Living Skills training must be provided in either a group setting or on a one-on-one basis with each individual. Subcontractor will develop a curriculum for the Independent Living Skills training class that all program participants will attend. Subcontractor must document the participation of each youth in required courses by the use of sign-in sheets, and case notes in participant files.

Additionally, Subcontractor is required to demonstrate the increased living skills achieved by each participant through the documentation of pre and post tests to be completed by each youth for all required courses.

- 16.11 Job readiness and increased skills: The goal of these services is to improve the TAY's financial situation in order to increase his/her ability to live independently. Services shall include resume preparation, job search skills, interview skills, dress for success and internet application filing.
- 16.12 Establishment and management of a savings account: Since financial stability is one of the key elements of living independently, services in transitional housing must focus on preparing and training TAY in obtaining and managing financial resources. Therefore, TAY must establish a savings account that is designed to maximize savings which includes rent as mentioned in Section 17.0. Money management classes must also be provided to TAY.
- 16.13 Housing Placement: The goal of these services is to assist TAY with all the tasks involved in locating as they transition out of the ILP TAY housing program, obtaining, moving into, and maintaining sanitary, safe, and stable housing. A comprehensive approach as a part of the overall life skills training with the emphasis of the discharge planning phase to provide these services which includes preparing and training TAY in searching for, securing, and maintaining their own housing and developing relationships with landlords and property managers. TAY must also be trained in dealing with landlord-tenant issues.
- 16.14 CONTRACTOR shall ensure that Subcontractors provide 24-hour staffing, either on-site or on-call.

17.0 RENT

- 17.1 Subcontractors are not required to charge participants any rent. If rent is charged, CONTRACTOR shall ensure that Subcontractor clearly define standards of charging clients for rent and specify that the charge is for the rental of the housing unit in a Transitional Housing Rental Agreement. The rent cannot exceed 30% of the monthly adjusted income or 10% of the monthly gross income. Rent calculations must be reviewed at least annually and appropriate adjustments must be made. If Subcontractor is unable to enforce the above policies due to financial limitations, CONTRACTOR will review rent cost on a case-by-case basis.
- 17.2 The total amount of rent charged to each client shall not exceed 30% of the client's monthly adjusted income.
- 17.3 A minimum of 75% of the total rent collected shall be refunded to each client upon their exit from the program, with the client acknowledging the receipt of said refund.

18.0 ILP TAY UNCLAIMED SAVINGS FUNDS

- 18.1 When an ILP TAY exits the program without collecting their ILP/LAHSA savings, CONTRACTOR shall ensure that the Subcontractor attempt to locate the TAY for one year for purposes of returning unclaimed funds that a young person was not paid upon exit. CONTRACTOR shall attempt to contact the ILP TAY at their discharge address and then through other means, including but not limited to known

relatives, friends, employers, or through the internet, etc. in an attempt to locate the ILP TAY. If the housing providers have not located the ILP TAY after one year, the funds shall be retained by the Subcontractor in an account for the youth. Any unclaimed funds that belong to the youth that go beyond two years will be subject to state banking laws regarding unclaimed funds. Any unclaimed County funds shall be returned to the County at the end of the second year following the youth's departure to the following address:

DCFS Transitional Housing Program
Attention: Program Manager
3530 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

- 18.2 CONTRACTOR shall ensure that their Subcontractors complete the Independent Living Program Follow-Up Services Form (Exhibit A-8) for 90-Day Contact and Six-Month Contact on every youth with whom the agency is able to maintain contact after the youth's exit from the program. The Follow-up Services Form will be completed using non-ILP funds provided by the Subcontractors.
- 18.3 CONTRACTOR shall provide the Follow-up Services Form and an accounting of all unclaimed funds at the end of each contract period to the County Program Manager at the address in 18.1. CONTRACTOR shall identify the names of the ILP TAY and total amount of his/her unclaimed funds. The unclaimed funds shall be separated into two amounts, incentives paid with County funds, if any, and youth's other incomes.
- 18.4 CONTRACTOR shall ensure that their Subcontractors maintain documentation of their attempts to locate the ILP TAY in their record folder.
- 18.5 CONTRACTOR shall ensure that their Subcontractors can provide non-ILP funds to offer incentives to ILP TAY to encourage their participation in post program assessments and outcomes.

19.0 MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

- 19.1 Contractor shall maintain policies and procedures for promptly and appropriately responding to mental health crises and issues, including procedures that ensure residents' ability to remain in the program and receive appropriate referrals for treatment and services. Staff should have experience in understanding the conditions surrounding a psychiatric emergency or decompensation, the knowledge of the necessary assistance to assist the resident at the time of the crisis, and the ability to provide that assistance or contact the appropriate entity to provide that assistance.
- 19.2 Contractor shall maintain policies and procedures regarding drug and alcohol use, including procedures that ensure residents' ability to remain in the program and receive appropriate referrals for treatment and services.

- 19.3 Contractor shall maintain policies and procedures for ensuring the safety and security of staff and residents.
- 19.4 Contractor shall ensure that Subcontractors dedicated to serving ILP TAY with a DSM diagnosis shall have staff (as described in Subsection 8.3) that can provide services for this population that includes but not limited to: assessment, case planning, mental health services, case management, crisis prevention, medication support, and linkage to educational and vocational services.

20.0 QUALITY ASSURANCE PLAN

- 20.1 Tracking and Adapting are critical components of the DCFS Shared Core Practice Model, Exhibit A-4. Consistent with the Model, CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to ensure the requirements of the contract are met. The QAP shall be submitted to the CPM within 30 days of the contract start date and as changes occur.
- 20.2 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 15 business days.
- 20.3 The QAP and any revisions thereto shall include, but not be limited to, the following:
 - 20.3.1 Methods used to ensure 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.
 - 20.3.2 A description of how the CONTRACTOR's service delivery model will align with the DCFS Shared Core Practice Model, which includes engaging, teaming, assessment, planning and intervening, and tracking and adapting
 - 20.3.3 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.
 - 20.3.4 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM, and subject to CONTRACTOR's remedial action policy.
 - 20.3.5 For any non-compliance with the Statement of Work, the CPM may call LAHSA, send LAHSA a CONTRACT DISCREPANCY REPORT (Exhibit A-3), or both. LAHSA shall respond to a call within 24 hours and respond to a CDR within five business days of receipt.
 - 20.3.6 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 in accordance with Part II, Section 21.0, County's Quality Assurance Plan, of the Contract.

ILP Verification of Emancipation Status/Consent for Release of Information
LA County Department of Children & Family Services/ Department of Probation

CLIENT'S INFORMATION (Please Print- to be filled out by client only)

Name: _____ Date of Birth: _____ Age: _____
 Phone Number: _____ Social Security Number: _____
 Email: _____
 Address: _____ City: _____ State: _____ Zip: _____

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

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

HOUSING AGENCY INFORMATION (Please Print)

Agency Name: _____ Email: _____
 Agency Address: _____
 Phone Number: _____ Fax Number: _____
 Employee Name: _____ Employee Title: _____

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

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

HOUSING AGENCY TO FAX COMPLETED FORM:

For DCFS Youth: to Greg Breuer at (213) 637-0035 and call (213) 351-0187 to Verify Receipt
Probation Youth: to John Thompson at (213) 637-0036 and call (213) 351-0156 to Verify Receipt

TO BE COMPLETED BY LA COUNTY DCFS YDSD OR DEPT. OF PROBATION STAFF ONLY

- ILP THP (For youth between the ages 18 - 21)**
- ILP/ CoC Housing (For youth between the ages 18 - 24)**

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

- THP+ Housing (For youth between the ages 18 - 24)**

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

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

Previous THP+ Start Date: _____

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

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

 DCFS/PROBATION STAFF NAME

 DCFS/PROBATION STAFF SIGNATURE

 Title

 Date

Special Incident Report Protocol

Please ensure that the Special Incident Report Form is fully completed and emailed to Rhonda Johnson a close to 24 hours after providers being made aware of the incident.

Types of Reportable Incidents

There are certain incidents that are reportable to LAHSA/DCFS. These incidents include:

1. Allegations of Child Abuse/Neglect
2. Assault of Child/Caregiver/Staff
3. Arrest
4. Death/Fatality
5. Detainment
6. Injury to Child/Caregiver/Staff
7. Major illness that impacts housing
8. Psychiatric Hospitalization
9. Suicide Attempt

When a reportable incident occurs please take the following steps:

1. Ensure all parties involved have been attended to and are in a safe place.
2. Send a quick email or place a phone call to Rhonda Johnson informing her of the incident.
3. Within 24 hours, complete the Special Incident Report Form and email to Rhonda Johnson
4. Please provide Rhonda Johnson of any follow-ups to the incident by completing the follow-up section of the report and email.
5. Please ensure to check the box at the top of the form to indicate whether the report is an initial report of follow-up report

Independent Living Program Special Incident Report Form

Agency Name: _____
 Program Name: _____
 Contract Number: _____
 Staff Completing Report: _____
 Date Report Submitted: _____
 Initial Report Follow-Up Report

Incident Specific Information

Date(s) of Incident: _____

Name(s) of primary Youth involved in Incident:

Name(s) of other Youth involved in Incident:

Name(s) of Staff(s) involved in Incident:

Name of Staff Member who first discovered or responded to Incident:

Location of the Incident

Address: _____
 City: _____
 State & Zip: _____

	YES	NO
Was Police Involved?	<input type="checkbox"/>	<input type="checkbox"/>
Was there a Police Report filed?	<input type="checkbox"/>	<input type="checkbox"/>
Were Paramedics called?	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, Report Number: # _____

Type of Incident		
<input type="checkbox"/> Allegations of Child Abuse/Neglect	<input type="checkbox"/> Arrest	<input type="checkbox"/> Detainment
<input type="checkbox"/> Assault of Child/Caregiver/Staff	<input type="checkbox"/> Death/fatality	<input type="checkbox"/> Injury to Child/Caregiver/Staff
<input type="checkbox"/> Major Illness that impacts Youth's Housing	<input type="checkbox"/> Psychiatric Hospitalization	<input type="checkbox"/> Suicide Attempt
<input type="checkbox"/> Other:		

Name(s) of Witnesses: _____

Description of Incident (Who, What, Where, Method of Staff Involvement)

Conclusion

Agency Follow-Up on Incident

CONTRACT DISCREPANCY REPORT

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

SOW Reference	Discrepancy	Action Required/Due Date

County Program Manager: _____

Signature: _____

Date: _____

Department of Children and Family Services, Department of Mental Health, and the Probation Department have developed a shared and evolving model of practice to better integrate services and supports for children, youth, families and communities. Our commitment and approach are cemented in the crucial elements of community partnership, teamwork, family voice and choice, cultural competence, respect, accountability, continuous quality improvement and implementation of best practice.

Key Outcomes: *Safety, Permanence, Well-Being, Self Sufficiency, Organizational Excellence*

Shared Values and Guiding Principles

- *Child Protection & Safety:* Children and youth have the right to live in a safe environment, free from abuse, and neglect.
- *Permanent, Lifelong, Loving, Families:* Children and youth need and are entitled to a safe, nurturing and permanent family environment ideally in their own home.
- *Strengthening Child & Family Well-Being and Self Sufficiency:* Identifying the unique strengths of children, youth and families allows services and supports to be individualized and tailored.
- *Child Focused Family Centered Practice:* Focusing on the child's individualized, underlying needs and strengths, and the strengths and capacities of families provide the best guide to effective intervention and lasting change.
- *Community-Based Partnerships:* Services and interventions for children, youth and families are delivered collaboratively by agencies, providers, community and informal and naturally occurring supports in order to meet each family's needs.
- *Cultural Competency:* We maintain an attitude of cultural humility; honoring and respecting the beliefs and values of all families and recognizing that the cultural, ethnic and spiritual roots of the child, youth and family are a valuable part of their identity.
- *Best Practice and Continuous Learning:* We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

The Practice Wheel: Our Shared Core Practice Model in Action

Our values and guiding principles are applied through a set of practice activities depicted by the Practice Wheel:

- *Engaging* is the practice of creating trustful working relationships a child and their family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice.
- *Teaming* is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.
- *Assessing* is the practice of collaborating with a family's team to obtain information about the salient events impacting children and families and the underlying causes bringing about their situation.
- *Planning and Intervening* is the practice and process of tailoring and implementing plans to build on strengths and protective capacities in order to meet individual needs for each child and family.
- *Tracking, Adapting and Transitioning* is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, reworking the plan, celebrating successes, adapting to challenges and organizing after-care supports as needed for the child and family.



PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHODS	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
<p>CONTRACTOR shall ensure that CONTRACTOR and their Subcontractors provide competent personnel per Section 6.0 and 8.0 of the SOW.</p>	<p>Contractor and Subcontractor shall be in 100% compliance.</p>	<p>County Program Manager (CPM) will review all reported incidents of non-compliance submitted via written notice, CONTRACT DISCREPANCY REPORT (CDR), telephone report or direct observation/inspection and initiate a course of action to correct the alleged incidents.</p>	<p>If CONTRACTOR receives a written notice of its non-compliance with regards to the SOW, CONTRACTOR shall submit to the COUNTY, within <u>five business days</u> of receipt of such written notice, a written Corrective Action Plan, which shall contain an explanation of the problem, and plan for correcting the problem, which is subject to COUNTY approval.</p>
<p>CONTRACTOR shall ensure that CONTRACTOR and their Subcontractors adhere to Section 9.7 and 9.8 of Monitoring Reports and 11.0 Reports and Record Keeping.</p>	<p>CONTRACTOR and Subcontractors shall be in 100% compliance.</p>	<p>CPM will review Monitoring Report from CONTRACTOR and Correction Action Plans from the CONTRACTOR'S subcontractors and determine whether the response properly addresses the problem (s), and that the plan of action includes preventive measures to remedy current and future problems.</p>	<p>In addition to other remedies, the COUNTY may use its right to terminate the CONTRACT when the following occurs:</p> <ol style="list-style-type: none"> 1. Two (2) or more written notices of CONTRACTOR's non-compliance with the SOW are submitted to CONTRACTOR in a six (6) month period; or
<p>CONTRACTOR shall ensure that their Subcontractors adhere to the requirements as specified in this SOW Section 13.0, Service Tasks and Section 16.0, Services.</p>	<p>Contractor's Subcontractor shall be at 100% compliance.</p>	<p>CPM receives results of any audit regarding CONTRACTOR compliance. CPM will also review, including but not limited to, Homeless Management Information System (HMIS) reports, Monthly and Quarterly Reports and all other applicable reports.</p>	<ol style="list-style-type: none"> 2. The written Corrective Action Plan submitted by CONTRACTOR for any such notice does not meet with the COUNTY's approval; or 3. CONTRACTOR does not provide a written Corrective Action Plan, as required, for any such notice.
<p>CONTRACTOR shall ensure that their Subcontractors adhere to the requirements as specified in Exhibit A-6, Performance Requirements Outcomes.</p>	<p>The Performance Standards are specified in Exhibit A-6, Performance Requirements Outcomes.</p>	<p>CPM may randomly conduct a partial or complete audit of CONTRACTOR's performance under this contract.</p>	<ol style="list-style-type: none"> 4. Subcontractor is subject to the same remedies and/or sanction as indicated above, provided Section 9.7 of Exhibit A, Statement of Work.

PERFORMANCE REQUIREMENTS OUTCOMES

PROGRAM: Independent Living Transitional Housing		
PROGRAM TARGET GROUP: Former Foster Youth (DCFS/Probation)		
PROGRAM GOAL AND OUTCOME: ILP TAY will attain permanent residency and self sufficiency		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. The CONTRACTOR is to ensure ILP TAY referred for services by Subcontractor transition into permanent housing.	The CONTRACTOR shall provide a copy of the lease or rental agreement for each ILP TAY, verification of acceptance, and the new address and phone number documented in the Subcontractor's participant case file and in case notes of HMIS.	The expectation is that 65% of all ILP TAY exiting the program shall be placed in permanent housing. OR a 10% increase over the previous year's accomplishment.
2. The CONTRACTOR is to ensure that ILP TAY will have increased skills or income from all sources by program exit or end of the program year. Income includes, but not limited to employment, disability, mainstream benefits.	Subcontractors shall provide copies of benefits award letters; case notes on assistance provided for job search and application, as well as copies of pay stubs or a confirmation letter from the employer, documented in the Subcontractor's participant case file and in the income source and amount section on HMIS.	The target is 50% of all ILP TAY will maintain or increase income at the program exit or end of the program year. OR a 10% increase over the previous year's accomplishment.
3. The CONTRACTOR is to ensure that ILP TAY obtain either high school diploma or GED at exit.	Subcontractors shall provide copies of high school diploma or confirmation letter of high school diploma or GED of ILP TAY in the participant's case file or in the HMIS.	The target is 60% of ILP TAY who enter the program without a high school diploma or GED will obtain a high school diploma or GED at the time of exit. The target is 30% of ILP TAY with mental health diagnosis who enter the program without a high school diploma or GED will obtain a high school diploma or GED at the time of exit.

<p>4. The CONTRACTOR is to ensure that ILP TAY enroll in and maintain active status in an accredited post-secondary education, license, or certification program.</p>	<p>Subcontractors shall provide copies of post-secondary education registration or confirmation letter from school of ILP TAY in the participant's case file or in the HMIS.</p>	<p>The target is 40% of ILP TAY who do not have a post-secondary degree, license, or certification at the time of entering the program will enroll in and maintain active status in an accredited post-secondary education degree, license, or certification program at the time of exit.</p> <p>The target is 20% of ILP TAY with mental health diagnosis who do not have a post-secondary degree, license, or certification at the time of entering the program will enroll in and maintain active status in an accredited post-secondary education degree, license, or certification program at the time of exit.</p>
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SERVICE DELIVERY SITES

TRANSITIONAL HOUSING FOR TRANSITION AGE YOUTH

AGENCY OFFICE

AGENCY NAME	SPA	AGENCY ADDRESS	AGENCY CONTACT PERSON	TELEPHONE AND E-MAIL ADDRESS
				Tel.:
				E-mail:

SERVICE SITES

FACILITY NAME	FACILITY ADDRESS	NUMBER OF BEDS	FACILITY CONTACT PERSON	TELEPHONE AND E-MAIL ADDRESS
				Tel.:
				E-mail:
				Tel.:
				E-mail:
				Tel.:
				E-mail:

WILL AGENCY UTILIZE SCATTERED SITES? NO YES.

Number of Beds: _____

DATE: ___ / ___ / ___

Exhibit A-8

EMERGENCY SHELTER

TRANSITIONAL HOUSING

INDEPENDENT LIVING PROGRAM FOLLOW-UP SERVICES FORM

AGENCY NAME:

PROJECT NAME:

(1) PARTICIPANT NAME: _____

(2) PARTICIPANT #: _____ (3) DATE OF INTAKE: _____

(4) DATE OF EXIT: _____

(5) REASON(S) FOR LEAVING:

(6) CONTACT INFORMATION

DESTINATION AT EXIT			
PERMANENT (a-h)	a.	Rental house or apartment (no subsidy)	
	b.	Public Housing	
	c.	Section 8	
	d.	Shelter Plus Care	
	e.	HOME subsidized house or apartment	
	f.	Other subsidized house or apartment	
	g.	Homeownership	
	h.	Moved in with family or friends	
TRANSITIONAL (i-j)	i.	Transitional housing for homeless persons	
	j.	Moved in with family or friends	
INSTITUTION (k-m)	k.	Psychiatric hospital	
	l.	Inpatient alcohol or other drug treatment facility	
	m.	Jail/prison	
EMERGENCY SHELTER (n)	n.	Emergency shelter	

DATE: ___ / ___ / ___

Exhibit A-8

EMERGENCY SHELTER

TRANSITIONAL HOUSING

OTHER (o-q)	o.	Other supportive housing	
	p.	Places not meant for human habitation (e.g. street)	
	q.	Other (please specify)	
UNKNOWN	r.	Unknown	

Address:

Telephone: _____ Pager: _____

Work phone: _____ Cellular: _____

E-mail: _____

Other contact information:

	(7) INCOME SOURCES AT EXIT	
a.	Supplemental Security Income (SSI)	
b.	Social Security Disability Income (SSDI)	
c.	Social Security	
d.	General Public Assistance	
e.	Temporary Aid to Needy Families (TANF)	
f.	Child Support	
g.	Veterans Benefits	
h.	Employment Income	
i.	Unemployment Benefits	
j.	Medicare	
k.	Medicaid	
l.	Food Stamps	
m.	Other (please specify)	
n.	No Financial Resources	

DATE: ___ / ___ / ___

Exhibit A-8

EMERGENCY SHELTER

TRANSITIONAL HOUSING

90-DAY Contact Information:

1. What has been your experience living independently over the past 90 days?

2. What is your current living situation/arrangement? Is it permanent or temporary?

3. What is your current employment situation?

4. What services of the Independent Living Program have helped you the most to remain self-sufficient?

5. Is there any assistance that you are in need of at this time?

Additional comments/Change in Contact Information:

Staff Name: _____ **Staff Title:** _____

Staff Signature: _____ **Date:** _____

DATE: ___ / ___ / ___

Exhibit A-8

EMERGENCY SHELTER

TRANSITIONAL HOUSING

6-MONTH Contact Information:

1. What has been your experience living independently over the past 6 months?

2. What is your current living situation/arrangement? Is it permanent or temporary?

3. What is your current employment situation?

4. What services of the Independent Living Program have helped you the most to remain self-sufficient?

5. Is there any assistance that you are in need of at this time?

Additional comments/Change in Contact Information:

Staff Name: _____ **Staff Title:** _____

Staff Signature: _____ **Date:** _____

DATE: ___ / ___ / ___

Exhibit A-8

EMERGENCY SHELTER

TRANSITIONAL HOUSING

Additional comments:

SAMPLE LINE ITEM BUDGET SHEET

Contractor's Name: _____

Service Category: _____ Date Prepared: _____

DIRECT COST (List each staff classification)

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

*FTE = Full Time Equivalent Positions

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

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

Insurance (List Type/Coverage. See Part I, Insurance Coverage Requirements, of the Contract)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____
Total Insurance/Misc. S & S	\$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

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

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

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

TOTAL MONTHLY COSTS \$ _____

** Attach a List of Cost Item Narratives

**Los Angeles Homeless Services Authority (LAHSA)
Advance Payment Reconciliation Form**

Fiscal Year: _____

Funding Source: **DCFS**

Legal Entity Name: **Los Angeles Homeless Services Authority (LAHSA)**

Legal Entity Mailing Address: **811 Wilshire Blvd., 6th Floor, Los Angeles, CA 90017**

Billing Month: _____ Cash Request: _____

Expenditures

Administration

Salaries: _____

Employee Benefits: _____

Non-Personnel: _____

Subtotal Administration: _____

Subcontractors: _____

Total Expenditures: _____

(Attached: LAHSA Trial Balance Report that shows each Subcontractor's Expenditures)

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under the Transitional Housing for Transition Age Youth Contract and is true and correct to the best of my knowledge. All support documentation will be maintained in a separate file and made available at the request of the County of Los Angeles.

Name: _____ Phone: _____

Signature: _____

Title: Controller

Date: _____

DCFS YDS Program Approval:

1st Level Approval by Program Manager

2nd Level Approval by YDS Director of Housing, or Designee

Title

Title

Date

Date

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor's Name

Address

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 [] |

Name of Firm

Print Name and Title

Authorized Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**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 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.

3.2 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 proscribed 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 percent 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 \$1,000 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 percent 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	<u>10,000</u>
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)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general 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.



Department of the Treasury
Internal Revenue
Service

Notice 1015

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

Can My Employees Get Advance EIC Payments?

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

Form W-5, Earned Income Credit Advance Payment

Certificate, is no longer in use.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “contractor,” as defined in the Program, as it 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 itself will exceed \$50,000). 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 ten 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 exception 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 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.

- 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:	Title:
Signature:	Date:

“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 (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 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:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. 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,
 - 3. 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.

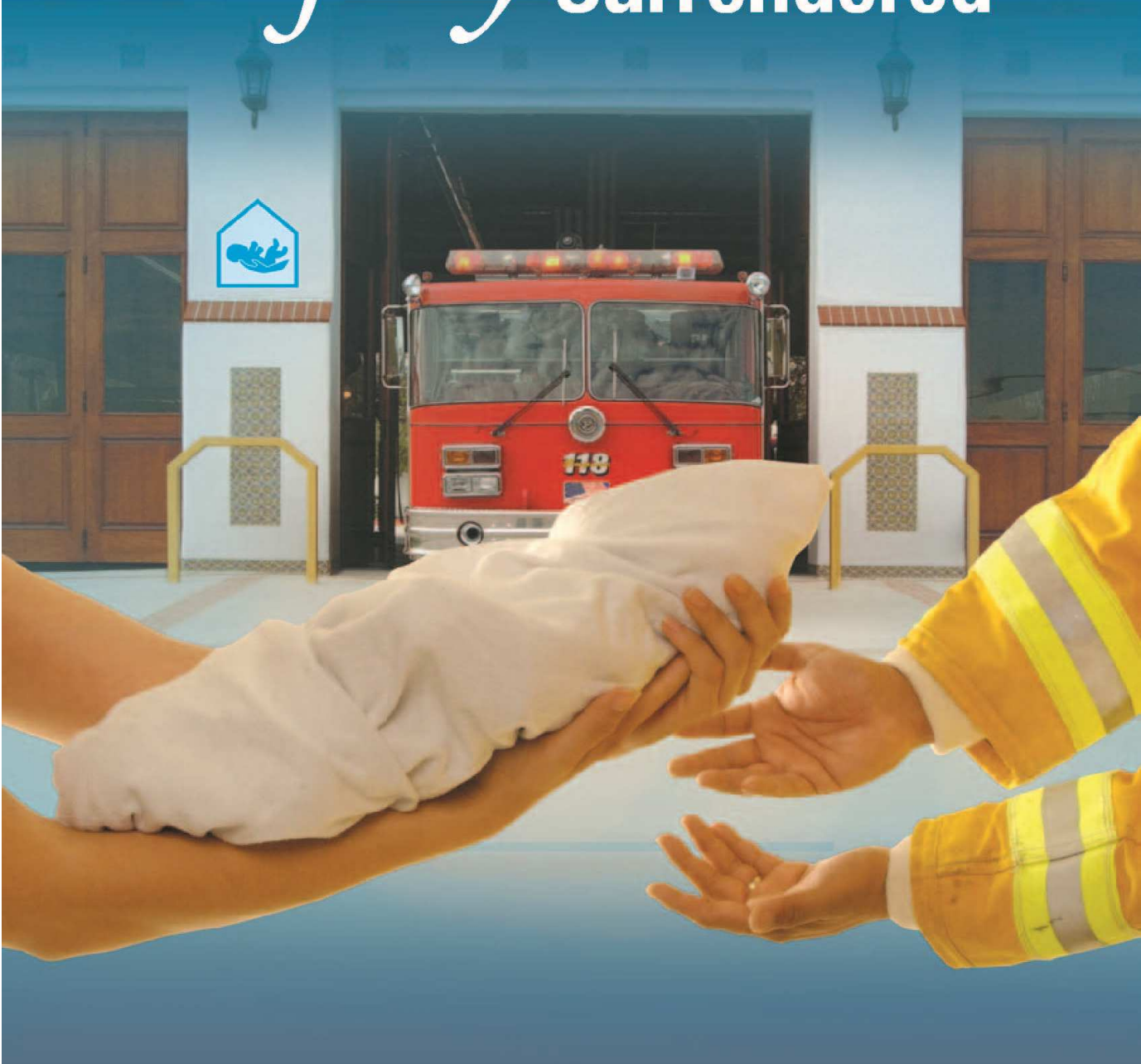
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

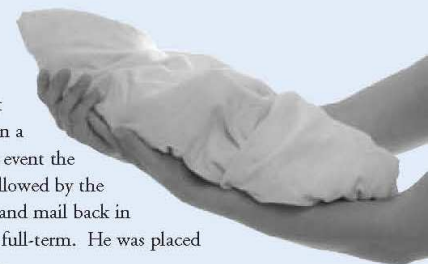
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: _____

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

DCFS PROGRAM MANAGER:

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

DCFS CONTRACT PROGRAM MONITOR:

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

**ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION**

CONTRACT NO. _____

PROBATION PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

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

PROBATION CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (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

Date

Name and Title (please type or print)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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:	Title:
Signature:	Date:

Date: _____

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CONTRACTOR’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Attachment. By submitting this Attachment, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or SaaS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contractor’s Name

Contractor’s Official Title

Official’s Signature