



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
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Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 10, 2013

11 December 10, 2013

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE TWO CONTRACTS FOR THE
INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES**

SUBJECT

This is to request the Board's approval to execute two contracts with The Community College Foundation (TCCF) and Children's Institute, Inc. (CII) for Individualized Transition Skills Program (ITSP) services to provide one-on-one life skill sessions in the home or community of Department of Children and Family Services (DCFS) and Probation Department (Probation) Transition Age Youth (TAY), ages 16 years of age and up to their 21st date of birth, to ensure that enrolled TAY become self-sufficient adults. Each contract will be effective January 1, 2014, or the date of execution, whichever is later, through December 31, 2014, with four one-year options to renew for the provision of ITSP services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that ITSP services, as described herein, can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chairman to execute the attached contracts (Attachments A & B), for the provision of ITSP services to DCFS and Probation TAY with TCCF and CII effective January 1, 2014, or the date of execution, whichever is later, through December 31, 2014. The cost of the contracts is \$3,103,828, financed using Chafee Foster Care Independence Program funds (Chafee) at 57 percent (\$1,769,182) Federal revenue and 43 percent (\$1,334,646) State realignment funds. The annual contract amount for TCCF is \$1,458,799 and the annual contract amount for CII is \$1,645,029. Funding is included in the Department's Fiscal Year (FY) 2013-14 Adopted Budget and will be included in the Department's FY 2014-2015 Budget Request.

3. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to exercise each of the four one-year contract renewal option years by written notice and instruct the Director of DCFS to notify the Board and the CEO within ten working days of issuing the written notice to the contractor.

4. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to execute future amendments to increase or decrease the Contract sum by no more than ten percent of the original Maximum Contract Sum, if necessary, to accommodate any unanticipated need for an increase or decrease in the level of services provided that: a) sufficient funding is available; b) prior CEO approval is obtained and notice given to County Counsel; and c) the Director of DCFS notifies the Board and the CEO in writing within ten working days of execution of such amendments.

5. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or his designee, to execute amendments to the Contract for non-material changes provided that: a) prior County Counsel and CEO approvals are obtained, and b) the Director of DCFS notifies the Board and the CEO in writing within ten working days of execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow contractors to provide individualized one-on-one life skills training and coaching to DCFS and Probation TAY, who are eligible to receive services under the Chafee Foster Care Independence Act. The goal of this program is for all enrolled TAY participants to become self-sufficient as they transition to adulthood and exit the child welfare system. The program will serve 900 youth.

ITSP services allow each DCFS and Probation TAY to achieve self-sufficiency based on their individualized needs, based on the following eight Chafee Program goals: 1) Receiving a high school diploma; 2) Continuing education attainment; 3) Avoiding non-marital child birth; 4) Avoiding high risk behaviors; 5) Avoiding incarcerations; 6) Gaining employment; 7) Attaining self sufficiency; and 8) Avoiding homelessness. Topics to be discussed include, but are not limited to: 1) educational attainment (including post secondary education); 2) acquiring employment opportunities; 3) obtaining/maintaining an appropriate housing plan; and 4) demonstrate knowledge of how to obtain his/her important/vital documents to ultimately assist in their transition to self sufficiency.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan Goal #1 – Operational Effectiveness: Maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service; and Goal #3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The maximum annual contract sum will not exceed \$3,103,828. The total cost for the contract term effective January 1, 2014, through December 31, 2014, is financed using Chafee funds at 57 percent (\$1,769,182) Federal revenue and 43 percent (\$1,334,646) State realignment funds. The annual contract amount for TCCF is \$1,458,799 and the annual contract amount for CII is \$1,645,029. Funding is included in the Department's FY 2013-14 Adopted Budget and will be included in the Department's FY 2014-2015 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ITSP was derived from the enacted Federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999). The Public Laws require that an Independent Living Program (ILP) for youth be implemented in the Child Welfare and Probation systems. These laws were titled the Foster Care Independence Act, which stipulates proactive emancipation planning for TAY, 16 years of age and up to their 21st date of birth. The legislation amended the Social Security Act, Title IV-E, Section 477 [42 U.S.C. 677], and became the legal authority that governs ILP services. Senate Bill 933 (August 8, 1998) also amended the Welfare and Institutions Code (WIC), Section 10609.3, which further strengthened and supported the deployment of ILP services within the designated public agencies.

In 1999, the Foster Care Independence Act adopted the Chafee Foster Care Independence Program, through which the California Department of Social Services (CDSS) is designated to administer the ILP. The ILP offers, through the ITSP, services that provide TAY with life-skills training, experience, and assistance to become productive and Self-Sufficient Adults.

On March 2, 2010, the Board passed a motion to add Self-Sufficiency as an additional Child Welfare Outcome Goal.

The County has no obligation to pay for any services exceeding the maximum contract sum. The contractor will not be asked to perform services that exceed the contract amount.

The CEO and County Counsel have reviewed the contracts and Board Letter. The attached contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS completed a Proposition A cost analysis comparing the prices quoted to estimated staffing costs of DCFS recruiting and hiring new staff with the same or similar duties required for ITSP services. This analysis confirmed it is more cost effective to contract for ITSP services.

DCFS consulted with Service Employees International Union (SEIU) 721 regarding the projected employee relations implications. SEIU notified DCFS that they had no objection to the issuance of the ITSP RFP.

On November 28, 2012, DCFS released the ITSP services RFP containing the redesigned life-skills program from the 2011 Youth Development Services (YDS) RFP. The RFP was advertised in six local newspapers, and on the County and DCFS websites. DCFS received nine proposals for the South region and two proposals for the North region. Three of the 11 prospective contractors who submitted proposals requested an exemption to the Living Wage Program requirements.

On January 31, 2013, DCFS sent the State Labor Commission (SLC) a request regarding labor violations associated with the proposers. On March 18, 2013, DCFS received a response from the SLC reporting two of the 11 proposers having labor violations. The information from SLC was sent to the Labor Assessment Team at the Internal Services Department to determine the appropriate deduction percentage. The proposals were evaluated for compliance with minimum requirements and scored by a team of managers.

Of the 11 proposals received, eight demonstrated their ability as responsive and responsible proposers. Of these eight, the highest-rated proposer for the North region (TCCF) and the highest-rated proposer for the South region (CII) are being recommended above for contract awards. Debriefings were conducted and no Notices of Intent to Request a Contractor Selection Review were received.

This contract will comply with the Living Wage Program (County Code Chapter 2.201).

The Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for this contract.

The Auditor-Controller has reviewed the Proposition A cost analysis and concurs the contracts are cost effective.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

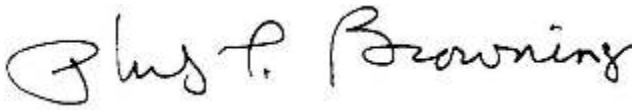
Approval of the contracts will allow DCFS and Probation to enhance its efforts of self-sufficiency for transition age youth, and to comply with Federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999) by providing assistance to becoming productive adults.

The contracts will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. Award of the contract will not result in the unauthorized disclosure of confidential information. Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to DCFS.

Respectfully submitted,



PHILIP L. BROWNING
Director



JERRY E. POWERS
Chief Probation Officer

PLB:CMM:EM
LTI:KAF:FC:mr

Enclosures

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

INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACT
CFDA# 93.674

BY AND BETWEEN
COUNTY OF LOS ANGELES



AND

THE COMMUNITY COLLEGE FOUNDATION

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

January 2014

78084

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACT

TABLE OF CONTENTS

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS	6
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	6
2.0 TERM	8
3.0 CONTRACT SUM.....	8
4.0 INSURANCE REQUIREMENTS	9
5.0 INVOICES AND PAYMENTS	14
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	17
7.0 CONFIDENTIALITY	18
8.0 CONTRACTOR’S STAFF IDENTIFICATION.....	20
9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	20
10.0 FUNDING ADJUSTMENTS AND REALLOCATIONS	21
11.0 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM	22
PART II: STANDARD TERMS AND CONDITIONS	29
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR.....	29
2.0 ADMINISTRATION OF CONTRACT – COUNTY.....	29
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	30
4.0 ASSIGNMENT AND DELEGATION.....	30
5.0 AUTHORIZATION WARRANTY	31
6.0 BUDGET REDUCTION	31
7.0 CHANGES AND AMENDMENTS.....	31
8.0 CHILD ABUSE PREVENTION REPORTING.....	32
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	33
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	34
11.0 COMPLAINTS.....	34
12.0 COMPLIANCE WITH APPLICABLE LAWS	34
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	36
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	36
15.0 CONDUCT OF PROGRAM	37
16.0 CONFLICT OF INTEREST.....	38
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....	38
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	39
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	39
20.0 CONTRACTOR ALERT REPORTING DATABASE.....	39

21.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	39
22.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	41
23.0	CONTRACTOR'S WORK	42
24.0	COUNTY'S QUALITY ASSURANCE PLAN	42
25.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	42
26.0	EMPLOYEE BENEFITS AND TAXES	43
27.0	EMPLOYMENT ELIGIBILITY VERIFICATION	43
28.0	EVENTS OF DEFAULT.....	43
29.0	FAIR LABOR STANDARDS	44
30.0	FIXED ASSETS.....	45
31.0	FORMER FOSTER YOUTH CONSIDERATION	45
32.0	GOVERNING LAW, JURISDICTION, AND VENUE	46
33.0	INDEMNIFICATION.....	46
34.0	INDEPENDENT CONTRACTOR STATUS	46
35.0	LIQUIDATED DAMAGES.....	47
36.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	48
37.0	MOST FAVORED PUBLIC ENTITY.....	48
38.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	48
39.0	NON EXCLUSIVITY	50
40.0	NOTICE OF DELAYS.....	50
41.0	NOTICE OF DISPUTE	50
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	50
43.0	NOTICES	50
44.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	51
45.0	PROPRIETARY RIGHTS	51
46.0	PUBLIC RECORDS ACT.....	52
47.0	PUBLICITY.....	53
48.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	53
49.0	RECYCLED-CONTENT PAPER	56
50.0	SAFELY SURRENDERED BABY LAW.....	56
51.0	SHRED DOCUMENT	56
52.0	TERMINATION FOR CONTRACTOR'S DEFAULT	57
53.0	TERMINATION FOR CONVENIENCE.....	59
54.0	TERMINATION FOR IMPROPER CONSIDERATION	59
55.0	TERMINATION FOR INSOLVENCY	60
56.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	60
57.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	60
58.0	USE OF FUNDS.....	61
59.0	VALIDITY	61
60.0	WAIVER	61
61.0	WARRANTY AGAINST CONTINGENT FEES	61

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment C-3	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration
Attachment I	COUNTY's Administration
Attachment J	Charitable Contributions Certification
Attachment K	Confidentiality of CORI Information
Attachment L	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment M	Living Wage Ordinance
Attachment N	Monthly Certification for Applicable Health Benefit Payments
Attachment O	Payroll Statement of Compliance

EXHIBIT C: COST

Exhibit C-1	Pricing Schedule
Exhibit C-2	Line Item Budget and Budget Narrative

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDIVIDUALIZED TRANSITION SKILLS SERVICES CONTRACT**

Individualized Transition Skills Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this 10th day of December 2014, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

THE COMMUNITY COLLEGE
FOUNDATION
hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective per County Code, Title 2, Chapter 2.121 to contract for Individualized Transition Skills services; and

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

WHEREAS, this Contract shall provide life skills training to Transition Age Youth to achieve self-sufficiency, pursuant to the provisions of Social Security Act Title IV-E Section 477 and State Senate Bill 654 (filed September 30, 2010); and

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

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

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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, "Changes 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, and Exhibit B, Attachments A, B, C-1, C-2, C-3, D, E, F, G, H, I, J, K, L, M, N, and O, and Exhibit C, Cost set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, Exhibit B, Attachments and Exhibit C, Cost.
- 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. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - B. "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.
 - C. "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.

- D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – 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.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.0 TERM

- 2.1 The term of this Contract shall commence on January 1, 2014, or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on December 31, 2014, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director and Chief Probation Officer, by written notice or amendment to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 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.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the CONTRACTOR prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months from the last day of the final extension, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Annual Contract Sum is \$1,458,799 for the contract period.
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit C-1, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for

any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to 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.
- 3.5 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. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit C-2, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent 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

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

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 4.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the

COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY’s determination of changes in risk exposures.

4.2 Insurance Coverage Requirements:

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

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

- 4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR’s use of autos pursuant

to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 4.2.4 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.
- 4.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

- 5.1 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 rate of compensation specified in the Exhibit C-1, Pricing Schedule, as supported by Exhibit C-2 Line Item Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses,

equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. 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.

- 5.3 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.
- 5.4 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) Circular, A-87, A-102, A-122, and A-133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: LaSonya Gibbs, Program Manager

3530 Wilshire Blvd., Suite 500
Los Angeles, CA 90010

- 5.6 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.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 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. Any overpayment received by CONTRACTOR, as determined by COUNTY 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.
- 5.9 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.
- 5.10 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.
- 5.11 COUNTY and CONTRACTOR agrees that the payment rate referenced in this Contract are based on the established rate set (Exhibit C-2) by the COUNTY. During the term of this Contract, COUNTY shall compensate the CONTRACTOR for services based on the set rate for each type of service.

- 5.12 Any preparatory services rendered by the CONTRACTOR prior to receipt of referrals shall be the responsibility of the CONTRACTOR.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors 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. 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.
- 6.2 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.
- 6.3 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.
- 6.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 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.
- 6.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code

which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-3, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 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.

- 7.8 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, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 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.
- 7.9 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.
- 7.10 Confidentiality Requirements for Probation
- 7.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 7.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Attachment K, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

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

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

9.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the

certifying department of this information prior to responding to a solicitation or accepting a contract award.

10.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

- 10.1 If sufficient monies are available from federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, COUNTY may require additional services and pass on to CONTRACTOR an increase to the Maximum Contract Sum as payment for such services, as determined by COUNTY. If monies are reduced by federal, State, or County funding sources, COUNTY may also decrease the applicable Maximum Contract Sum as determined by COUNTY. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to CONTRACTOR. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to CONTRACTOR and to COUNTY'S Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by COUNTY'S Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Section 7.0, Changes and Amendments.
- 10.2 COUNTY and CONTRACTOR shall review CONTRACTOR'S expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each COUNTY fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a COUNTY fiscal year, and/or at any other time or times during each COUNTY fiscal year as determined by Director. At least fifteen (15) days prior to each such review, CONTRACTOR shall provide Director with a current update of all of CONTRACTOR'S expenditures and commitments of such funds during such COUNTY fiscal year or other applicable time period.
- 10.3 If COUNTY determines from reviewing CONTRACTOR'S records of service delivery and billings to COUNTY, that a significant underutilization of funds provided under this Contract will occur over its term, Director or COUNTY'S Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other provider. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to CONTRACTOR and to COUNTY'S Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by COUNTY'S Board of Supervisors. Any change in any Maximum Contract Sum shall be

effected by an amendment to this Contract pursuant to Part II, Changes and Amendments.

11.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled, "Living Wage Program" as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit B, Attachment M and incorporated by reference into and made a part of this Contract.

11.1 Payment of Living Wage Rates

Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below in Sub-section 11.5 of this Section:

11.1.1 Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

11.1.2 Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

11.2 For the purposes of this Section, "Contractor" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee"

means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 11.3 If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 11.4 If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 11.5 For purposes of the CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

11.6 CONTRACTOR's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (Exhibit B, Attachment N, Monthly Certification for Applicable Health Benefit Payments and Exhibit B, Attachment O, Payroll Statement of Compliance) or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.7 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

11.8 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of 24 hours' written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The

CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.9 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

11.10 Enforcement and Remedies

If the CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

11.10.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

11.10.1.1 Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.10.1.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely

difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

11.10.2 Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.11 Remedies for Payment of Less Than the Required Living Wage: If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

11.11.1 Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.11.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such

breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

11.11.3 Termination. The CONTRACTOR's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.12 Debarment: In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

11.13 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

11.14 CONTRACTOR Retaliation Prohibited

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Section may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.15 CONTRACTOR Standards

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment H, CONTRACTOR's Administration. CONTRACTOR shall notify 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 Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY 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 Program Manager 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 section, 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.
- 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 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of 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 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and 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 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 by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 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:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 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 Contract Sum; and

7.4.4 Prior CEO and County Counsel approvals are obtained.

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 the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

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 the California Penal Code gain knowledge of, or reasonably suspect that a child has 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 Sub-Section 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 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

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

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

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

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

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

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

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes

compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

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

12.1.2 For contract 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).

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

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 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 other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment F, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any

California resident who is a full-time employee of CONTRACTOR. "Full-time" means 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 Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply

with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

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

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

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

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

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR ALERT REPORTING DATABASE

COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one 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.

21.2 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 (5) years or

be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 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 (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the 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.

21.8.1 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.

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

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

23.1 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.

23.2 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.

24.0 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.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX

REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the “CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM” paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 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.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 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.
- 27.2 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.

28.0 EVENTS OF DEFAULT

- 28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

28.2.1 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;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 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.

29.0 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.

30.0 FIXED ASSETS

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

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 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 18.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant position(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, Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

31.2 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).

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

32.0 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.

33.0 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.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 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.

34.2 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.

34.3 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.

34.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "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 C-3, CONTRACTOR’s Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement.”

35.0 LIQUIDATED DAMAGES

- 35.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 35.2 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. If 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-1, 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 (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted

and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

35.3 The action noted in Sub-section 35.2 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.

35.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 35.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 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'.)

37.0 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.

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

38.1 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.

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

- 38.3 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.
- 38.4 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.
- 38.5 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.
- 38.6 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.
- 38.7 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.
- 38.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 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.

40.0 NOTICE OF DELAYS

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

41.0 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.

42.0 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 B, Attachment E.

43.0 NOTICES

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

44.0 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.

45.0 PROPRIETARY RIGHTS

45.1 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.

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

45.3 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."

45.4 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 Act request for items described in

Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:

45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;

45.5.2 Any materials, data and information covered under Sub-section 45.2; and

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

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

45.7 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.

45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PUBLIC RECORDS ACT

46.1 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 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.

- 46.2 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.

47.0 PUBLICITY

- 47.1 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:

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

- 46.1.2 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.

- 47.2 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 section shall apply.

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 48.1 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.

- 48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the 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.
- 48.3 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).
- 48.4 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.
- 48.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon

demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 48.6 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.
- 48.7 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem,

and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

49.0 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.

50.0 SAFELY SURRENDERED BABY LAW

50.1 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.

50.2 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 G, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 SHRED DOCUMENT

51.1 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.

51.2 Documents for record and retention purposes in accordance with Subsection 48.1 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

52.1.1 CONTRACTOR has materially breached this Contract;

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

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

52.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, 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.

52.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 52.2 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.

52.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 52.3, 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.

52.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 52.1, 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 Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) 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.

52.5.1 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, Indemnification.

52.6 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.

53.0 TERMINATION FOR CONVENIENCE

- 53.1 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.
- 53.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 53.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 53.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 53.3 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.

54.0 TERMINATION FOR IMPROPER CONSIDERATION

- 54.1 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.
- 54.2 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.

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

55.0 TERMINATION FOR INSOLVENCY

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

55.1.1 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;

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

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

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

55.2 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.

56.0 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.

57.0 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.

58.0 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.

59.0 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.

60.0 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.

61.0 WARRANTY AGAINST CONTINGENT FEES

61.1 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.

61.2 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.

62.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



ATTEST:

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

By [Signature]

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
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By [Signature]
MAYOR, ^{PRO TEM}, Los Angeles County
Board of Supervisors

CONTRACTOR

THE COMMUNITY COLLEGE FOUNDATION

By [Signature]

Name [Signature]

Title Director of Adult & Youth Programs

By [Signature]

Name [Signature]

Title YDS Program Manager

Tax Identification Number _____

78084

ADOPTED
BOARD OF SUPERVISORS

11 DEC 10 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

STATEMENT OF WORK
FOR
INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES
STATEMENT OF WORK**

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
PART A - PREAMBLE	67
PART B – PROJECT FOUNDATION	68
1.0 BACKGROUND.....	68
2.0 DEFINITIONS	68
3.0 COUNTY PROGRAM MANAGEMENT	75
4.0 CONTRACTOR’S GENERAL RESPONSIBILITIES.....	76
5.0 CONTRACTOR’S STAFFING	77
6.0 DAYS/HOURS OF OPERATION.....	80
7.0 SERVICE DELIVERY LOCATION.....	80
PART C – SERVICE DESCRIPTION.....	82
8.0 PROGRAM GOALS.....	82
9.0 TARGET POPULATION AND PARTICIPATION REQUIREMENTS.....	82
10.0 SCOPE OF WORK.....	83
PART D - SERVICE REPORTS.....	101
11.0 ASSESSMENT REPORTS.....	101
12.0 MONTHLY REPORTS.....	101
13.0 QUARTERLY REPORTS	102
14.0 ANNUAL REPORTS.....	103
PART E - QUALITY ASSURANCE PLAN.....	104
15.0 CONTRACTOR’S QUALITY ASSURANCE PLAN (QAP).....	104
PART F - EVALUATION AND OUTCOME	105
16.0 EVALUATION AND OUTCOME.....	105
17.0 PERFORMANCE OUTCOME SUMMARY	106

SOW EXHIBITS

SOW Exhibit A-1	Performance Requirements Summary
SOW Exhibit A-2	Transitional Independent Living Plan (TILP) (1); Transition Age Youth Living Plan (TAY/LP) (2); and DCFS 5557 (3)
SOW Exhibit A-3	TAY Status Update
SOW Exhibit A-4	CONTRACTORs' ITSP Plan
SOW Exhibit A-5	Ansell-Casey Life Skills Assessment Form – YOUTH Level 4
SOW Exhibit A-6	Number of TAY to be served
SOW Exhibit A-7	Initial/Progress/Conclusion ITSP Assessment Report
SOW Exhibit A-8	User Complaint Report (UCR) Form

PART A - PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART B – PROJECT FOUNDATION

1.0 BACKGROUND

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

2.0 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:

- 2.1 **Ansell-Casey Life Skills Assessment (ACLSA)** – means a tool used to conduct a baseline assessment of TAY's knowledge of life skills needed to exit care and become a Self-Sufficient Adult.
- 2.2 **Caregiver/Care Provider/Relative Caregiver** – means a TAY's relative, foster parent, or legal guardian, who has the responsibility for the care, custody and welfare of the TAY.

- 2.3 **CDSS** – means the California Department of Social Services (CDSS) which is the state entity that oversees Los Angeles County Department of Children and Family Services.
- 2.4 **Children’s Social Worker (CSW)** – means Social Worker(s) employed by the Department of Children and Family Services (DCFS) with the primary responsibility of managing caseloads of children who are under the supervision and custody of DCFS.
- 2.5 **Community** – means a local site where CONTRACTOR provides ITSP services to a TAY (i.e. Transitional Resource Center (TRC), Workforce Investment Act (WIA) Center, Community College, and Public Library).
- 2.6 **Community Based Organization (CBO)** – means an organization or organized body providing social services to individuals, families, and/or communities that benefits a targeted/identified community and has a significant influence and an effective voice.
- 2.7 **Community Based Programs** – means a program within the community that provides a high quality of services and/or resources in the areas of social services, life skills to promote advocacy and self-sufficiency for High Risk Youth.
- 2.8 **County Program Manager (CPM)** – means the individual designated by the County Program Director to manage the operations of this Contract.
- 2.9 **Contractor Program Director (CPD)** – means CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 2.10 **Child Welfare Services/Case Management System (CWS/CMS)** – means the statewide database system used by all county Child Protective Service Agency staff to record case specific information.
- 2.11 **Day** – means a calendar day unless otherwise specified.
- 2.12 **Daily Life Skills** – means a skill set, knowledgeable or acceptable behavior that accommodates self-sufficiency daily needs of life including, but not limited to: money management, food preparation, hygiene, basic literacy and numeracy, and organizational skills resulting in Self-Sufficient.
- 2.13 **DCFS** – means the Los Angeles County Department of Children and Family Services, a Child Protective Service Agency.
- 2.14 **Deputy Probation Officer (DPO)** – means Probation Officer(s) employed by the Probation Department who manages caseloads of children under the supervision and custody of the Probation Department.

- 2.15 **Department of Public and Social Services (DPSS)** – means the Los Angeles County Public Social Services Department that provides various social services including but not limited to Medi-Cal benefits, General Relief/General Assistance, CalWorks, and food voucher/stamps.
- 2.16 **Employment Development Department (EDD)** – means “The State of California” local government branch that administers the job service, unemployment insurance, disability insurance, Workforce Investment Act, and Welfare to Work program.
- 2.17 **Experiential Learning Tool** – means a tool that reflects how TAY participating in the Individualized Transition Skills Program (ITSP) will acquire knowledge, skills and learn by doing specific tasks.
- 2.18 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 20 and subject to budget appropriation by the state legislature, up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation. The EFC Program allows foster youth to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age 18, as long as the foster youth is meeting participation requirements, living in an approved or licensed facility, and meeting other eligibility requirements.
- 2.19 **Foster Care** – means substitute care for children placed away from their parents or guardians and for whom the State agency has placement and care responsibility as stated in the court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, residential facilities, and pre-adoptive homes.
- 2.20 **Gainful Employment** – means any full-time employment that is profitable and/or suited to the ability and potentiality of the one employed.
- 2.21 **General Relief Opportunities to Work (GROW)** – means a program structured by the DPSS to provide employment opportunities for those ages 18 through 24 years of age including TAY who are in or preparing to exit the foster/probation systems.
- 2.22 **Group Activity/Group Session** – means an opportunity for Transition Development Specialist (TDS) to host a Session with a maximum of five TAY. Each Group Activity must meet the TAY’s individual goals and/or ensure Chafee Act Outcomes. Each TAY is limited to participate in two Group Activities (unless otherwise approved by the CPM).
- 2.23 **High Risk Behavior** – means participation in activities including, but not limited to: use of illegal substances, gang activity, unprotected sexual activity,

Absence without Leave (AWOL), and any other type of social and/or self-destructive behavior.

- 2.24 **Incarceration** – means confinement in a penal institution.
- 2.25 **Independent Living Program (ILP) Coordinator(s)** – means a Department of Children and Family Services and Probation Department's Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.
- 2.26 **ILP** – means the federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999) requires "Independent Living Program (ILP)" in which the Individualized Transition Skills Program is administered.
- 2.27 **ILP Eligible** – means status of being qualified to receive ILP services as defined by the DCFS YDSD according to state and federal regulations/guidelines. One of the following requirements must be met:
1. Federal Eligibility -
 - A. Were/are in Foster Care at any time from their 16th to their 19th birthday;
 - B. Were/are 16 years of age up to 18 years of age and in receipt of the Kinship Guardianship Assistance Payment Program (Kin-Gap - a relative guardianship status); or
 2. State Eligibility – who entered into a Non-Related Legal Guardianship, on or after the age of eight but before 16 years of age, and receiving Permanent Placement Services.
- 2.28 **Individualized Transition Skills Program (ITSP)** – means life skills training services provided by a CONTRACTOR to assist TAY, ages 16 through 20, successfully transition out of the Foster Care system. For the purpose of this program, TAY must be referred prior to his/her 19th birthday.
- 2.29 **Kin-GAP** - is a program established by the California Department of Social Services (CDSS) and implemented effective January 1, 2000. The KIN-GAP program provides financial assistance for children who are dependents of the court and are placed in out-of-home care with relative caregivers who are granted legal guardianship when dependency court jurisdiction is terminated. Youth who reside with a relative receiving KIN-GAP are eligible for services regardless of youth's age at time of case closure
- 2.30 **Kinship Resource Center** – means Kinship Care Services' mission is to provide information, resources, services and support to Relative Caregivers and their children to enhance the family unit promoting permanency, safety and reduced reliance on detentions.

- 2.31 **Kinship TAY** – means foster youth that reside with a Relative Caregiver including those determined as Kin Gap families.
- 2.32 **Level** – means the intensity of ITSP services CONTRACTOR provides to each Enrolled TAY based on the Ansell Casey Assessment and his/her Transitional Independent Living Plan (TILP) goals.
- 2.33 **Non-Marital Child Birth** – means a child born to an unwed male or female.
- 2.34 **National Youth Transition Database (NYTD)** – means National Youth in Transition Data Base; requires States to collect and report data to Administration for Children and Families (ACF) on youth who are receiving independent living services and on the outcomes of certain youth who are in Foster Care or who aged out of Foster Care.
- 2.35 **Non-Related Legal Guardianship** - a person not biologically related to the minor child under the age of 18, who has been appointed by a judge to take care of a minor child (called a "ward") personally and/or manage that person's affairs.
- 2.36 **Outcomes** – means the success of TAY transitioning out of the system that occurred because of CONTRACTOR's delivery of services.
- 2.37 **Period** – means a twelve-month period of CONTRACTOR's ITSP delivery of services to TAY and his/her Caregiver.
- 2.38 **Permanency** – means a TAY has a safe, stable, nurturing relationship achieved through maintaining an uninterrupted living situation.
- 2.39 **Permanent Placement Services** – means the activities designed to provide an alternate, permanent family for children who, because of abuse, neglect, exploitation, or abandonment, cannot safely remain at home, and who are unlikely to return home.
- 2.40 **Permanent Relationship** – means a TAY has a relationship with one or more adults that is life long and provides for a reliable support system.
- 2.41 **Performance Targets** – means the measurable benchmarks, which guide performance toward a desirable result.
- 2.42 **Placement Type** – means the type of placement in which a TAY resides (e.g. foster home, group home).
- 2.43 **Probation** – means the County of Los Angeles Probation Department.

- 2.44 **Program Goal** –means the ultimate impact that directs and focuses the program objective to be aligned with DCFS’ and Probation’s mission and vision for ILP TAY.
- 2.45 **Self-Advocacy** – means the TAY’s ability to intervene and/or address issues pertaining to his/her personal gain and development.
- 2.46 **Self-Sufficiency/Self-Sufficient** – means the TAY’s ability to manage personal affairs, make solid judgments, and provide for oneself (e.g. independent) and maintain Permanent relationships during his/her participation in ITSP.
- 2.47 **Self-Sufficient Adult**- means a person, age 18 or older that is able to manage his or her own personal affairs, make sound judgments, and provide for oneself.
- 2.48 **Session** – means a period of time (minimum of two hours) devoted to Individualized Transition Skills Program services provided in the home of the TAY/Caregiver or community location by CONTRACTOR’s TDS. Travel time related to curriculum such as a field trip (e.g. a one-on-one or with a TAY and Caregiver) or Group Activity/Group Session is allowed to be included in the Session. TDS must transport TAY or TAY and Caregiver to qualify to include travel time in Session for invoicing purposes.
- 2.49 **Statement of Work (SOW)** – means a document describing the requirements for the services to be provided under this Contract, the deliverables associated with these services, and the relationship between the COUNTY (DCFS and Probation) and CONTRACTOR throughout the term of the Contract.
- 2.50 **Team Decision Making (TDM) - DCFS / Multidisciplinary Team (MDT) - Probation** – means a conference held on behalf of a TAY to discuss his/her status, progress and develop or enhance goals to meet his/her needs within a specific timeframe.
- 2.51 **Transition** – means the act of changing from one state to another; the act of changing from a dependent TAY to a Self-Sufficient Adult.
- 2.52 **Transition Age Youth (TAY)** – means a Foster or Probation youth, ages 16 through 20, who is ILP Eligible and is preparing to exit or have exited the Foster Care system, including those considered out-of-county.
- 2.52.1 **Referred TAY** – means a TAY including Out-of-County TAY identified to benefit from and is eligible to receive ITSP services by the CONTRACTOR, but has not been assessed.
- 2.52.2 **Enrolled TAY**- means a TAY who is enrolled in ITSP, but has not completed more than 50% of the ITSP.

- 2.52.3 **Enrolled Out-of-County TAY** – means a TAY who is enrolled in ITSP, but his/her originating county of jurisdiction is outside of Los Angeles County, and has not completed more than 50% of the ITSP.
- 2.52.4 **Re-enrolled TAY** – means a TAY who was previously enrolled in ITSP and has been re-enrolled to finish the term remaining in the two year ITSP. Re-enrolled TAY who completes more than 50% of the ITSP will be counted as Participated TAY for statistical purposes.
- 2.52.5 **Participated TAY** – means an Enrolled/Enrolled Out-of-County/Re-Enrolled TAY who completed at least 51% of the ITSP and used for purpose of Outcome Measures.
- 2.53 **Transition Age Youth Independent Living Plan (TAY/ILP)** – means a written plan to map the course of action required to assist a TAY during his/her transition to adulthood. This document is applicable to TAY that have exited care (former Foster youth) or in the Kin Gap Program.
- 2.54 **Transition Conference (TCON)** – means meeting where a transition plan for foster youth 14 and older is developed prior to the TAY emancipating or aging out of Foster Care. The plan is to be developed at the direction of the TAY and should be as detailed as the TAY decides. The TAY should be encouraged to include in this process their Caregiver, family member, mentor or other adult(s) important to the TAY.
- 2.55 **Transitional Independent Living Plan (TILP)** - means a written plan to map the course of action required to transition the TAY from Transition to independent adulthood. This document is applicable to TAY currently in Foster Care.
- 2.56 **Transitioning Out of Care** – means that the Juvenile and Dependency court has terminated court jurisdiction over TAY that received DCFS or Probation services.
- 2.57 **Transition Development Specialist (TDS)** – means a CONTRACTOR's staff (TDS) member who provides individualized transition skills training to TAY and their Caregiver in his/her home or Community.
- 2.58 **Welfare Institution Code (WIC) 827** - means the legal code that governs rights for a TAY to have access to or receive information about his/her juvenile case files.
- 2.59 **Workforce Investment Act (WIA)** – means the “Workforce Investment Act” for which Youth Programs are prescribed to provide employment opportunities to youth 14 through 20 years old who are low income and at-risk TAY through a variety of work and continuing education services. The

programs provide paid and un-paid employment, summer employment and occupational skills.

- 2.60 **Vital Documents** – means important documents that are necessary to show proof of birthplace, residency and citizenship and to be self sufficient. (e.g. Birth Certificate, Social Security Card and Identification).
- 2.61 **Youth Development Services Division (YDSD)** – 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.

3.0 COUNTY PROGRAM MANAGEMENT

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

- 3.1 CPM or designee will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 3.2 CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 3.3 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 3.4 CPM is responsible for daily management of Contract operation and overseeing monitoring activities, as identified in the Contract, Exhibit B – Attachment I, County's Administration.
- 3.5 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and CPD, authorized representative(s) or their designated alternates.
- 3.6 CPM or designee will review and approve monthly invoices and all financial statements.
- 3.7 CPM will provide CONTRACTOR with a User Complaint Report (UCR), (SOW, Exhibit A-8) for every instance in which tasks defined in Part C, Service Description, to achieve Performance Outcome Goals of the SOW are not met.
- 3.8 The CPM or designated County staff will monitor and conduct random site visits to assess CONTRACTOR's performance in accordance to the Contract.
- 3.9 The CPM and CPD shall coordinate all Contract activities.

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 CONTRACTOR shall maintain a designated office space, telephone, fax, and e-mail accounts for staff that will be working under this Contract, throughout the term of the Contract.
- 4.2 CONTRACTOR shall furnish all equipment, supplies and training materials necessary to perform all the services in accordance with this Statement of Work.
- 4.3 CONTRACTOR shall not schedule or conduct any meetings or negotiate any agreement on behalf of the COUNTY or DCFS.
- 4.4 CONTRACTOR shall not utilize any employee whose work has been deemed deficient and unacceptable by the CPM.
- 4.5 CONTRACTOR shall maintain communication with the ILP Coordinators (and case-carrying CSW/DPO) as long as the (Referred, Enrolled, Enrolled Out-of-County, Re-Enrolled, Participated) TAY remains in this program.
- 4.6 CONTRACTOR shall communicate with the ILP Coordinators regarding the results of any assessments (Ansell-Casey Life Skills Assessments and/or assessment tool selected by the COUNTY).
- 4.7 CONTRACTOR shall meet quarterly (or as needed) with the CPM and designated DCFS/Probation ILP personnel to review training strategies and discuss access to the Program Goals and eight Chafee outcomes as referenced in Part C, Section 8.0, Program Goals of SOW.
- 4.8 CONTRACTOR shall have a full staff by start of the third month of the Contract start date.
- 4.9 CONTRACTOR shall designate a Contractor Program Director (CPD) who is responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. CPD is identified in the Contract, as referenced in Exhibit B – Attachment H.
- 4.10 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 4.11 CONTRACTOR shall notify CPM of CONTRACTOR's proposed green initiative outlined in their proposal and any new green initiatives prior to the contract commencement.

5.0 CONTRACTOR'S STAFFING

CONTRACTOR shall provide a CPD, supervisory staff, additional administrative support, and clerical staff, as necessary, to ensure its success in providing the deliverables set forth in this Contract. CONTRACTOR shall do its best to hire staff that reflects the cultural diversity (approximate ethnicity mix of 11% Whites, 56% Hispanics, 29% African American, 2% Asian/Pacific Islander, 0.4% American Indian and 0.6% Filipino) of the population served for this Contract and are committed to offer uninterrupted services described in Part C of Statement of Work, to meet the needs of the TAY. CONTRACTOR shall ensure no staff perform dual roles/tasks (staffing assignments.) CONTRACTOR shall ensure any staff, who has direct physical contact with a TAY shall pass the Tuberculosis (TB) test and drug testing prior to initial contact. The following positions are essential to CONTRACTOR's performance under this Contract:

5.1 Contractor Program Director (CPD)

- 5.1.1 CPD must have a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, counseling, child development, or a closely related field and a minimum of five years experience working with the target demographic. CPD must be full-time staff dedicated to this Contract.
- 5.1.2 CPD or alternate must be available to receive telephone calls, pages, or e-mail between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on observed COUNTY holidays as referenced in Part B, sub-section 6.2 of the SOW.
- 5.1.3 Timely communication between DCFS/Probation and CONTRACTOR is necessary. CPD maintains the flow of information on management and policy changes between CONTRACTOR and DCFS/Probation, and must return the CPM's telephone calls and/or e-mail messages no later than the following business day, except on observed COUNTY holidays.
- 5.1.4 CPD or alternate shall participate in other agencies' meetings, conferences and ILP training sessions related to ITSP.
- 5.1.5 CPD staff shall meet a minimum of three times per year with relevant DCFS/Probation personnel, or their community partners and/or subcontractors, to review training strategies, discuss issues/concerns, and assess progress toward outcomes and performance targets.
- 5.1.6 CPD shall participate and ensure CONTRACTOR staff participate in a minimum of three trainings with topics that shall include, but not be limited to: (1) Mandated Reporter Training, (2) Mediation (Conflict Resolution) Skills, and (3) Education System to include Special

Education, Public, Private and County Resources annually. CONTRACTOR shall provide proof/certificates of completion.

- 5.1.7 CPD shall conduct a criminal background check (live scan) including the Child Abuse Index for all staff providing in home support services or have direct contact with TAY.
- 5.1.8 CPD shall develop and implement a contingency plan to ensure continuous ITSP services to the TAY. If there is an anticipated or unanticipated disruption of services, CONTRACTOR shall provide written notification to the CPM and identified county designee. CONTRACTOR shall ensure services restart within four weeks of the disruption.
- 5.1.9 CPD shall conduct an exit meeting with the TAY, or TAY and Caregiver. This meeting will occur 60 days prior to the anticipated ITSP completion date and prepare all parties for case closure. The topics addressed should include, but not be limited to: when the final assessment will occur, when the final incentive payment will be disbursed (if applicable), the final survey and any other topics that may arise and are TAY specific. If a TAY does not complete the ITSP for any reason, CONTRACTOR shall follow the process noted in SOW, Part C, sub-section 10.7.1.5.
- 5.1.10 CPD shall develop and implement a mutual agreement process to reflect their intent to address the individual needs of the Referred TAY.
 - 5.1.10.1 This process must address how CONTRACTOR will evaluate a TDS and TAY match to ensure the quality of services is maximized. Mutual agreement shall be placed in the TAY's case file which is subject to review by the CPM or designee.
 - 5.1.10.2 If there is a need to re-match a TDS and a TAY, CONTRACTOR shall provide written notification of the change to the CPM and designee within five calendar days of completion of the re-match.

5.2 Transition Development Specialist (TDS)

- 5.2.1 CONTRACTOR shall hire and maintain the appropriate number of TDSs to meet the TAY population served in ITSP. To qualify as a TDS, he/she must possess a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, sociology, counseling, child development, public administration or a closely related field; minimum two years experience working with the target population with Community Based Programs in the area of self-sufficiency life skills and social services.

- 5.2.2 CONTRACTOR shall administer a COUNTY approved Nationally recognized life skills assessment tool (such as the Ansell Casey Life Skills Assessment (ACLSA) Form – TAY Level 4 (SOW Exhibit A-5 and also available on the Casey Programs website at the following link: www.caseylifeskills.org/pages/assess/assess_aclsa.htm) to conduct baseline assessment of the Referred TAY to determine his/her level in relation to the eight Chafee outcomes, as referenced in the Part C, sub-section 8.2 of this Statement of Work.
- 5.2.3 TDS shall execute individualized transition skills training in the home or Community for TAY and the Caregiver.
- 5.2.4 CONTRACTOR will ensure that the TDS will provide primarily in-home ITSP sessions and community based ITSP sessions (when applicable) in accordance with Part C, sub-sections 10.2 and 10.4 of the SOW for the TAY and his/her Caregiver. The TDS must have an automobile, a valid California Driver's License and current automobile insurance. The TDS shall provide transportation for the TAY (and Caregiver when available) when necessary to meet the eight Chafee outcomes.
- 5.2.5 TDS shall provide services and support to the TAY throughout the TAY's participation in ITSP. TDS shall continue to provide services and support if the TAY relocates during his/her participation in ITSP, as this continuity of support is a critical aspect of ITSP.
- 5.2.6 TDS shall maintain a caseload of up to 20 TAY at a time. Part-time TDS (if approved by the COUNTY) shall maintain a caseload of up to 10 TAY at a time.
- 5.2.6.1 For purpose of preparation time needed for this program, COUNTY may waive the caseload requirement for the first two months of the contract term.
- 5.2.6.2 CONTRACTOR shall make available the required number of TDSs to train up to the number of TAY to be served identified in SOW Exhibit A-6, by the first day of the third month of the Contract.
- 5.2.7 TDS shall use effective recruiting methods to encourage all Referred TAY or Referred TAY and Caregiver to participate in ITSP.

5.3 Bilingual Staff

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

6.0 DAYS/HOURS OF OPERATION

6.1 CONTRACTOR shall provide Individualized Transitions Skills services throughout Los Angeles County, on days and during hours that are responsive to the needs of the target population. The TDS must be available to provide services to TAY during hours that TAY is available including evenings and weekends. Services shall start after 9:00 a.m. and end before 9 p.m. The TAY's Caregiver must approve any Sessions requiring a different start or end time.

6.2 CPD or alternate shall be available during the COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY inquiries and to discuss problem areas and shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract. CONTRACTOR shall not be required to work on the following COUNTY holidays:

- New Year's Day
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day, (Last Monday in May)
- Independence Day
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day

6.3 CPD shall be available via telephone at a toll free number to address emergency situations during non-business hours.

7.0 SERVICE DELIVERY LOCATION

CONTRACTOR's service delivery location shall be within the region for which the ITSP Contract is awarded. Sessions located outside of its region shall require CPM approval.

7.1 Should the TAY receiving ITSP services relocate within Los Angeles County, TDS will continue to serve the needs of the TAY in his/her new location.

7.1.1 CONTRACTOR may submit a request to obtain waiver of the continuation of TDS/TAY match if relocation of TAY is not practical to continue match. CONTRACTOR shall submit this request to the CPM for review and approval.

- 7.2 CONTRACTOR shall provide a continuum of services to TAY that may relocate outside of Los Angeles County.
- 7.3 CONTRACTOR shall ensure that the service delivery is in the home of the TAY or at a community based site near their residence or in their defined Community.
- 7.4 CONTRACTOR shall use community based sites for Group Activity (e.g. Independent City, employment workshops, financial aid workshops) for TAY and their Caregivers. A Group Activity shall be limited to a maximum of five TAY. However, the TAY shall not participate in more than two Group Activities during his/her participation in ITSP. The Group Activities shall assist in meeting the individual ITSP goals for each TAY, as well as ensure Chafee Outcomes.

PART C – SERVICE DESCRIPTION

8.0 PROGRAM GOALS

The goal of the Individualized Transition Skills Program contract is to enhance the Daily Life Skills to promote Self-Sufficiency of a TAY.

- 8.1 ITSP TAY have knowledge of how to access information via training, workshops and/or activities related to the program goals: (1) Educational Attainment; (2) Post Graduation and Linkage; (3) No Barriers to Self Sufficiency; (4) Possessing of Daily Life Skills; (5) Self Advocacy Skills; (6) Health Information, Prevention and Insurance; (7) Applying for and receiving Social Services or other Financial Assistance; (8) Permanent Relationship/Connection; (9) Prepare for Gainful Employment; and (10) Safe and Affordable Housing.
- 8.2 The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) requirements and the eight Chafee Outcome Measures: 1) Receiving High School Diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Homelessness; 6) Nonmarital childbirth; 7) Incarceration; and 8) High-risk behaviors.

9.0 TARGET POPULATION AND PARTICIPATION REQUIREMENTS

- 9.1 ITSP will serve all TAY referred by the COUNTY.
 - 9.1.1 The ITSP services provided by the CONTRACTOR are meant to focus on TAY; however, his/her Caregiver should participate in the program, but will not be mandated to participate.
- 9.2 TAY enrolled in ITSP shall participate on a voluntary basis for 24 consecutive months.
 - 9.2.1 A TAY who exits the ITSP prior to the 24th month may request to re-enroll in ITSP, but is only eligible to receive services for the remaining months in his/her original ITSP plan, if approved.
- 9.3 Number of Referrals and TAY to be Served
 - 9.3.1 CONTRACTOR agrees to accept all referrals and understands that the number of TAY referred and to be served may vary from month to month. The COUNTY does not guarantee a minimum number of TAY to be served per month or contract period. CONTRACTOR shall be able to provide services to the number of TAY specified in SOW Exhibit A-6 per month for the ITSP.

10.0 SCOPE OF WORK

10.1 SUMMARY

- 10.1.1 CONTRACTOR shall manage and operate ITSP that will provide training, guidance, and assistance to TAY to achieve Self-Sufficiency. The CONTRACTOR's program plan shall enable TAY to receive in-home (or community based) services. The services shall address the needs of the TAY. Additionally, the in-home trainings and/or applicable community based trainings should involve the TAY's Caregiver.
- 10.1.2 The CONTRACTOR's program plan and activities shall include the TAY, and the Caregiver whenever possible. Program plan shall include, but not limited to all ten Program Goals as referenced in Part C of the SOW.
- 10.1.3 CONTRACTOR shall develop and implement a general two-year ITSP model plan aimed to achieve the program goals and outcomes as outlined in Part C, Section 8.0 and sub-section 10.4, and Part F, 17.0 of the SOW. This plan shall address the three levels of needs listed in sub-section 10.1.3.1, and shall include use of the TILP or TAY/LP and the COUNTY approved life skills assessment tool. Upon the receipt of the assessment results, CONTRACTOR shall personalize the general ITSP plan for each TAY based on the assessed level.
- 10.1.3.1 Level of needs is defined as follows: Level 1 means the TAY has been assessed to possess self sufficiency skills requiring four hours of ITSP services per month. Level 2 means the TAY has been assessed and would benefit from four and a half hours of ITSP services per month. Level 3 means the TAY would benefit from five hours of ITSP services per month.
- 10.1.4 CONTRACTOR's two-year ITSP plan shall be designed to ensure that each TAY receives the required amount of hours a month for his/her assessed level.
- 10.1.4.1 CONTRACTOR shall provide a minimum of two Sessions per month for each TAY, for a minimum of 24 Sessions per Period.
- 10.1.4.2 Each ITSP Session shall address at least one of the Chafee outcomes. ITSP will address and meet the individualized needs as defined by the eight Chafee Outcomes referenced in Part C, sub-section 8.2. The

CONTRACTOR may use the goals indicated in the TILP or TAY/LP as a reference to guide them in meeting the TAY's individualized needs.

10.1.5 The TDS shall complete a quarterly assessment/evaluation (Part D, Section 13.0 of SOW) of the program progress of each TAY to determine the effectiveness of the program.

10.1.6 CONTRACTOR shall submit a request for review and approval to the CPM prior to providing service delivery over the required hours per assessed level.

10.1.6.1 CONTRACTOR shall submit request to CPM during month 18 of plan.

10.1.7 The request shall include supporting documentation of each TAY's individual needs, goals with potential timelines for ITSP completion for review. The CPM or designee will provide a response within three business days of receipt of this request. An approved extension shall not exceed eight additional Sessions for a total of 12 hours, unless approved and communicated by the CPM.

10.1.7.1 If request for additional service delivery is authorized, the agreed number of additional Sessions must be completed by the end of the 24th month.

10.1.8 CONTRACTOR shall acquire and maintain full signatures and dates from all TAY participants and their Caregivers for all ITSP services rendered during Sessions.

10.1.8.1 These documents will be provided to the CPM or County designee curing technical review and/or upon request.

10.2 ITSP PROMOTION AND LINKAGE

10.2.1 CONTRACTOR shall promote the Individualized Transition Skills services within Los Angeles County.

10.2.2 Deliverable 1

CONTRACTOR shall motivate both the TAY and the Caregiver to participate in ITSP by referencing their TILP or TAY/LP goals and discuss applicable topics with them indicating how their ITSP involvement will assist them in becoming Self-Sufficient as it pertains to the eight Chafee outcomes. Topics to be discussed include, but are not limited to: (1) educational attainment (including post secondary education); (2) acquiring employment opportunities (3) obtaining/maintaining an appropriate housing plan and (4)

demonstrate knowledge of how to obtain his/her important/vital documents to ultimately assist in their transition to self sufficiency.

10.2.3 Deliverable 2

CONTRACTOR shall identify and develop connections, partnerships and/or relations to promote linkages to public and private resources that may enhance the TAY's strengths and address their challenges. This shall include, but is not limited to, Los Angeles County DCFS and Probation regional offices, Los Angeles County departments such as the Department of Mental Health, the Department of Public Social Services; Work Source Centers One-Stop Centers, and state entities/partners such as the Regional Centers, the Department of Rehabilitation, the Employment Development Department, applicable Community Based Organizations and available tutoring services.

10.3 REFERRALS

10.3.1 In-County Referrals

10.3.1.1 COUNTY case carrying CSW or Probation Liaison will forward the required referral documents: (1) Transition Independent Living Plan (TILP) for TAY with an open services case or Transition Age Youth/Living Plan (TAY/LP) for TAY with a closed case such as former foster/probation youth or Kin-GAP TAY and (2) the DCFS 5557 (SOW, Exhibit A-2) to DCFS/ Probation ILP Coordinators who will refer TAY, to CONTRACTOR for services. These forms and any other forms referenced in this SOW are subject to change at the sole discretion of the COUNTY.

10.3.1.2 The ILP Coordinators shall make all referrals to CONTRACTOR via fax, email or mail.

10.3.1.3 Referrals must include either a TILP and DCFS 5557 or a TAY/LP and DCFS 5557. CONTRACTOR shall return any referrals without the required documents to the ILP Coordinator within one business day after discrepancy was identified.

10.3.1.3.1 CONTRACTOR shall provide services to the Referred TAY after upon receipt of the TILP or TAY/LP, and DCFS 5557.

10.3.1.3.2 CONTRACTOR shall start Sessions no later than by first day of the third month of the Contract start date.

10.3.2 Processing In-County Referrals

10.3.2.1 CONTRACTOR shall complete Deliverables 1 through 5 within five business days of receipt of the referral.

10.3.2.1.1 Deliverable 1

CONTRACTOR shall acknowledge receipt of the referral by submitting a TAY Status Update (SOW, Exhibit A-3) via fax to the referring ILP Coordinator/Probation Liaison.

10.3.2.1.2 Deliverable 2

CONTRACTOR shall match/assign a TDS to the Referred TAY.

- If TAY is re-enrolling in ITSP, CONTRACTOR shall re-match the Re-enrolled TAY with his/her original TDS before matching/assigning a new TDS.
- CONTRACTOR shall match/assign TDS to TAY by geographical location of the TAY.

10.3.2.1.3 Deliverable 3

TDS shall contact the TAY and his/her Caregiver immediately upon receipt of the referral to share his/her role and schedule a date and time for the assessment (COUNTY approved life skills assessment) to occur.

10.3.2.1.4 Deliverable 4

TDS shall use an agreement form, developed by the CONTRACTOR, signed by the TAY or TAY and Caregiver stating their willingness to participate in ITSP. Agreement shall be maintained in the TAY's ITSP case file maintained by the CONTRACTOR.

10.3.2.1.5 Deliverable 5

TDS shall administer the applicable assessment tool as referenced in sub-section 10.4.2 below to Referred TAY.

10.3.3 Out-of-County Referrals

10.3.3.1 CONTRACTOR shall ensure that ITSP services (i.e. core services) are provided to all Out-of-County TAY via Los Angeles County Out-of-County Coordinator. Each Enrolled Out-of-County TAY shall receive ITSP services up until they

terminate from placement or return to the county of jurisdiction.

10.3.3.1.1 CONTRACTOR shall implement an ITSP curriculum for the Enrolled Out-of-County TAY based on the individualized goals of the TAY's TILP, which will originate from the county of jurisdiction.

10.3.3.1.2 Referrals not received via the Out-of-County Coordinator will not be claimable.

10.3.3.1.3 CONTRACTOR will not be penalized for failing to implement a two-year ITSP curriculum for an Enrolled Out-of-County TAY who reunifies from care prior to meeting the two-year curriculum goal.

10.3.3.1.4 All required reporting and correspondence will be directed to the Out-of-County Coordinator.

10.4 PROGRAM DELIVERABLES

10.4.1 Service Delivery for ITSP shall assist TAY in becoming Self-Sufficient Adults. However, TAY often exit care with lack of knowledge and ability to do so. The program deliverables below will assist the TAY with the support and knowledge needed to transition to becoming Self-Sufficient Adults. He/she will know how to meet their educational goal, meet their employment goals, secure and maintain appropriate housing and acquire his/her vital documents. These aforementioned self sufficiency areas and the following service deliveries will assist TAY in becoming Self-Sufficient Adults.

10.4.1.1 The ITSP services provided by CONTRACTOR are meant to focus on TAY to enhance his/her ability to become Self-Sufficient.

10.4.1.2 CONTRACTOR shall develop an ITSP Session sign-in log to take every Session. The TAY, Caregiver and the TDS shall sign and date Session sign-in log for each Session. The Session sign-in logs shall be submitted to the CPM on a weekly basis.

10.4.2 Life Skills Assessment

CONTRACTOR shall use a COUNTY approved Nationally recognized life skill assessment tool such as the Ansell-Casey Life Skills Assessment Form –TAY Level 4 (SOW Exhibit A-5 and also available on the Casey Family Programs' website at the following link:

www.caseylifeskills.org/pages/assess/assess_aclsa.htm) to conduct a baseline assessment (initial life skills assessment) of the Referred TAY to determine his/her level in relation to the eight Chafee outcomes as referenced in sub-section 10.4.3 below. COUNTY, at its sole discretion, may request CONTRACTOR to utilize a different life skills assessment tool, if the current COUNTY approved life skills assessment tool has been determined to be insufficient at any time throughout the term of the Contract.

10.4.2.1 Deliverable 1

CONTRACTOR shall administer a COUNTY approved life skills assessment to the Referred TAY for ITSP to determine his/her ITSP level to initiate services as referenced in Part C, sub-section 10.4.3, of the SOW.

10.4.2.2 Deliverable 2

CONTRACTOR shall re-administer the life skills assessment at the beginning of the TAY's participation in ITSP and every six months to determine his/her ITSP progress and may use the TAY's score as evidence to support issuance of incentive payments as referenced in Part C, sub-section 10.5 Individualized Transition Skills Program Participant Incentives. CONTRACTOR shall administer a total of five life skills assessments for each TAY completing ITSP.

10.4.3 ITSP Program Plan and Chafee Outcomes

CONTRACTOR shall provide a program plan (e.g. an Experiential Learning Tool) to meet the ten program goals and the eight Chafee Act outcomes. CONTRACTOR shall provide ITSP services up to the maximum number of TAY served for ITSP referenced per month in SOW Exhibit A-6. COUNTY does not guarantee that the number of TAY requiring services will be the number of ITSP TAY identified in SOW Exhibit A-6 per month. The number of TAY requiring services may vary on a month-to-month basis due to ILP eligibility for referrals and TAY participation. Program plan shall include:

10.4.3.1 Receiving a High School Diploma

CONTRACTOR shall ensure the TAY will receive services, including tutoring referrals that will result in TAY receiving his/her High School Diploma.

10.4.3.1.1 Deliverable 1

TDS shall provide educational mentoring including consistent review of academic records to determine if TAY is making progress to pass the California High School Exit Exam (CAHSEE) and/or acquire a High School Diploma, General

Education Diploma (GED) or a California High School Proficiency Certificate.

10.4.3.1.2 Deliverable 2

TDS shall meet with the TAY and Caregiver to ensure he/she is timely enrolled in classes to graduate as required by their respective school district, and provide assistance to ensure he/she is knowledgeable of and/or enrolled in classes that meet the A-G requirements (A. History/Social Science – 2 years; B. English 4 years required; C. Mathematics – 3 years required, 4 years recommended); D. Laboratory Science-2 years required, 3 years recommended); E. Language Other than English (Foreign Language) – 2 years required, 3 years recommended (two years of the same language); F. Visual & Performing Arts – 1 year required; G. College Preparatory Electives – 1 year required) necessary to pursue a post secondary education.

10.4.3.1.3 Deliverable 3

TDS shall ensure TAY or TAY and Caregiver meets with the High School Counselor, Career Counselor and/or Foster Youth Educational Liaison as needed.

10.4.3.1.4 Deliverable 4

TDS shall provide resources to TAY, or TAY and Caregiver including, but not limited to: improving study skills, educational and tutoring referrals and other relevant educational enhancement services.

10.4.3.1.5 Deliverable 5

TDS shall provide academic resources to TAY or TAY and Caregiver that can support the TAY's educational (TILP or TAY/LP) goals.

10.4.3.1.6 Deliverable 6

TDS may attend meetings (e.g. TILP, Transition Conference, Team Decision Making (TDM), 90-Day TILP) that address the academic needs of the TAY.

10.4.3.1.7 Deliverable 7

TDS shall ensure the TAY has basic knowledge of computer use including Microsoft Suite (Word,

Excel, Power Point and Access) and internet research ability.

10.4.3.1.8 Deliverable 8

TDS shall ensure TAY or TAY and Caregiver are aware of resources including, but not limited to: the YDS website: <http://www.ilponline.org> (Education Section), <http://www.Careerzone.com> and The ABC's of Transition and the Independent Living Program manual at (www.publiccounsel.org).

10.4.3.2 Continuing Education Attainment

CONTRACTOR shall ensure the TAY will receive information that will assist in his/her continuing education.

10.4.3.2.1 Deliverable 1

The program plan shall illustrate how the TDS will provide assistance to TAY and Caregiver in understanding all his/her options for graduation including community college, a 4-year college/university and vocational/education or training.

10.4.3.2.2 Deliverable 2

TDS shall provide TAY and Caregiver with assistance in completing the enrollment process including admission applications, Equal Opportunity Program/Equal Opportunity Program Services (EOP/EOPS) applications, Financial Aid Applications, Scholarship/Sponsorship Applications, Educational/vocational grants, Cal Grants, Chafee Educational Vouchers, upon exiting care Guardian Scholars (or applicable program) applications and campus housing applications (if post secondary education is desired).

10.4.3.2.3 Deliverable 3

TDS shall refer TAY and Caregiver to financial aid workshops at a local community site when necessary.

10.4.3.3 Avoiding Non-Marital Child Birth

CONTRACTOR shall ensure the TAY receives vital information that will result in him/her avoiding Non-Marital Child Birth.

10.4.3.3.1 Deliverable 1

TDS shall provide educational information pertaining to dating; Non-Marital Child Birth prevention, parenting (when applicable), planned parenthood/contraception, safe sex and sexually transmitted diseases (STDs).

10.4.3.4 Avoiding High Risk Behavior

CONTRACTOR shall inform TAY of what High Risk Behaviors are and provide strategies on how he/she can avoid High Risk Behaviors.

10.4.3.4.1 Deliverable 1

TDS shall educate/advise the TAY or TAY and Caregiver of High Risk Behaviors including, but not limited to: violence, gang activity, alcohol/substance abuse, unhealthy eating/diet, domestic violence, lack of respect for authority/law enforcement and criminal/self destructive behaviors/activities resulting in legal ramifications.

10.4.3.4.2 Deliverable 2

TDS shall distribute resources and/or make referrals such as mental health counseling or an after-school or gang prevention program to prevent or re-direct high-risk behavior.

10.4.3.5 Avoiding Incarcerations

CONTRACTOR shall provide TAY strategies on how to avoid Incarceration.

10.4.3.5.1 Deliverable 1

TDS shall inform TAY or TAY and Caregiver of various ways to avoid Incarcerations.

10.4.3.5.2 Deliverable 2

TDS shall educate TAY or TAY and Caregiver on ways to prevent any involvement or contact with the criminal justice system that is negative. The topics should include, but is not limited to: avoiding gang affiliation, citations, tickets, fines or warrants (Metropolitan Transit Authority (MTA) or criminal), fraudulent activity (i.e. identity theft and bad check writing), vandalism and assault.

10.4.3.5.3 Deliverable 3

TDS shall provide TAY information on how to seal a juvenile court record (if necessary).

10.4.3.5.4 Deliverable 4

TDS shall share information with TAY or TAY and Caregiver on how to acquire legal assistance via Public Counsel, Alliance for Children's Rights and other No/Low Cost Legal Consultation/Assistance agency.

10.4.3.5.5 Deliverable 5

TDS shall ensure the TAY knows how to access all important documents from DCFS/Probation departments, including proof of county dependency prior to exiting care.

10.4.3.6 Gaining Employment

The Workforce Investment Act (WIA) of 1998 requires employment programs (WIAs) to provide services to eligible youth (low income, foster children, pregnant and parenting teens) ages 14 through 20 years of age that include employment services. The goal of the WIA is for participants to receive education and employment services resulting in successful trainings and supportive services resulting in their workforce readiness and leadership development.

As a result, of the excelling rate of unemployment it is essential that each TAY is prepared for the workplace. CONTRACTOR shall prepare each TAY for Gainful Employment.

10.4.3.6.1 Deliverable 1

TDS shall link TAY to local employers to ensure exploration of career options, on-the-job training programs, including participation in job tours/shadowing, volunteer and/or internship opportunities.

10.4.3.6.2 Deliverable 2

TDS shall register/link TAY at local WIA employment/training service centers such as: Employment Development Department (EDD), WorkSource, One Stop Centers, CalJobs, DPSS GROW (if eligible) in their respective communities. CONTRACTOR shall provide proof of registration for each Enrolled TAY.

10.4.3.6.3 Deliverable 3

TDS shall assist the TAY in completing an assessment to determine his/her skill/occupational

levels and interest such as <http://www.careerzone.com>.

10.4.3.6.4 Deliverable 4

TDS shall assist the TAY to develop strategies to meet their employment goal.

10.4.3.6.5 Deliverable 5

TDS shall provide the TAY with employment preparation services including, but not limited to: resume writing, completing an employment application, securing potential job leads, interviewing techniques/skills, be work ready, explore career options, strategies for seeking and retaining employment.

10.4.3.6.6 Deliverable 6

TDS shall inform/describe to TAY the basic pre-employment skills such as dressing appropriately for an interview and in the workplace, and Job Guidance including, but not limited to: the importance of time management and displaying a positive attitude daily.

10.4.3.6.7 Deliverable 7

TDS shall assist TAY in acquiring and/or retaining employment for a minimum of two months (e.g. summer employment (when available), with the ability to use as a reference and serve as sufficient work experience resulting in Gainful Employment.

10.4.3.6.8 Deliverable 8

TDS shall provide the TAY with examples of how to read and understand a check stub including hours worked/paid, tax deductions, health benefit cost and the difference in gross and net income.

10.4.3.6.9 Deliverable 9

TDS shall inform the TAY or TAY and Caregiver of community occupational/vocational programs such as Job Corps, Conservation Corps, non-profit organizations and internet resources including, but not limited to: the YDS website: <http://www.ilponline.org> (Career/Job Section), <http://www.careerzone.com> and the ABC's of Transition and the Independent Living Program Manual at (www.publiccounsel.org).

10.4.3.6.10 Deliverable 10

CONTRACTOR shall provide resources available from Legal Aid Foundation of Los Angeles and the State Labor Commission regarding the rights of employees in the workplace to be free from discrimination in hiring and for fair wages and pay for overtime.

10.4.3.6.11 Deliverable 11

CONTRACTOR shall inform the TAY of County and City processes for employment and assist TAY in applying for civil service positions (examinations) in relation to the COUNTY goal four county departments to hire current and former foster youth.

10.4.3.7 Attaining Self-Sufficiency

CONTRACTOR shall provide services to TAY with specific information and training regarding Daily Life Skills including, but not limited to: personal maintenance and personal responsibility to result in their success as Self-Sufficient Adults.

10.4.3.7.1 Deliverable 1

CONTRACTOR shall include activities that enable the TAY to build self confidence and enhance self-esteem.

10.4.3.7.2 Deliverable 2

TDS shall ensure the TAY will be knowledgeable of Daily Life Skills including, but not limited to: Self-Advocacy, problem solving, conflict-resolution, social skills, interpersonal skills, coping skills, survival skills and networking.

10.4.3.7.3 Deliverable 3

TDS shall provide the TAY with information and in-home/community based training on Daily Life Skills including, but not limited to: financial management/budgeting including paying and disputing bills; establishing and maintaining a personal savings and checking account; how to purchase groceries; how to prepare meals; how to clean and maintain a household; knowledge regarding consumer rights and resources; how to address landlord/tenant and/or property ownership issues; how to use public transportation, how to

purchase an automobile; addressing tickets and/or fines; have knowledge of how to protect/avoid/resolve identity theft issues; possess basic computer/internet skills; and have knowledge about consumer rights and resources.

10.4.3.7.4 Deliverable 4

TDS shall ensure the TAY or TAY and Caregiver will obtain or receive information on how to access his/her vital/important documents such as Birth Certificate; Social Security Card; immunizations records; medical records; health and education passport; Social Security Income (SSI) card; California Identification/Driver's License; acquiring or proof of citizenship or residency; and proof of dependency status.

10.4.3.7.5 Deliverable 5

TDS shall ensure the TAY has knowledge of procedures for requesting and reviewing documents such as court reports under WIC 827.

10.4.3.7.6 Deliverable 6

TDS shall ensure the TAY receives information regarding health and mental health services/resources including, but not limited to: counseling, Medi-Cal, the re-application/extension/replacement process and accessing specialized medical services.

10.4.3.7.7 Deliverable 7

TDS shall assist the TAY in understanding what is necessary to retain health care, including Medi-Cal, ensure he/she receives information specifically related to his/her medical needs and how to meet them.

10.4.3.7.8 Deliverable 8

TDS shall ensure the TAY has knowledge of how to access any and all social service departments such as DPSS and other sources of support including but not limited to Social Security Income (SSI), CalWorks, General Relief (GR)/General Assistance, Temporary Assistance for Needy Families (TANF), Food Stamps and Child Support.

10.4.3.7.9 Deliverable 9

TDS shall ensure the TAY has information about all available ILP services, how to access ILP services, including completion of a detailed virtual tour of the official the Los Angeles County's YDS website: <http://www.ilponline.org>.

10.4.3.7.10 Deliverable 10

TDS shall ensure the TAY is scheduled to visit the local Transition Resource Center (TRC) within 30 days of their 18th birthday or within 90 days of their dependency case closure to meet with a DCFS/Probation ILP Coordinator/staff and acquire the contact information for future services. CONTRACTOR shall only use other service sites that are approved by the ILP Coordinator or the CPM.

10.4.3.7.11 Deliverable 11

TDS shall also ensure that the Kinship TAY or Kinship TAY and Caregiver visits and/or receives information about a DCFS Kinship Resource Center www.lacdcfs.org and the resources available (a visit is required if it is logistically feasible).

10.4.3.7.12 Deliverable 12

TDS shall also refer the TAY and/or the Caregiver to various CBOs that provide services that may benefit their well being and assist in their transition to self sufficiency (e.g. State Department of Rehabilitation).

10.4.3.7.13 Deliverable 13

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

10.4.3.8 Avoiding Homelessness

CONTRACTOR shall ensure the TAY is knowledgeable of how to avoid homelessness and acquire permanent housing.

10.4.3.8.1 Deliverable 1

The TDS shall inform the TAY of what safe, affordable housing is, how to acquire safe and affordable housing and/or transition into safe or affordable housing when they exit care.

10.4.3.8.2 Deliverable 2

TDS shall provide the TAY with tools/resources such as 211 and <http://www.ilponline.org> as well as complete exercises via <http://www.careerzone.com> that will result in his/her awareness of how to avoid homelessness.

10.4.3.8.3 Deliverable 3

TDS shall assist the TAY with a housing plan and secure stable housing including Extended Foster Care when appropriate.

10.4.3.8.4 Deliverable 4

TDS shall provide information to the TAY or TAY and Caregiver including, but not limited to: how to acquire housing, retain housing, paying rent/bills, resolve landlord-tenant issues, budgeting, and other local, state, transitional housing and federal housing programs, prior to their dependency case closing.

10.4.3.8.5 Deliverable 5

TDS shall inform the TAY or TAY and Caregiver of the importance in participating in the 90-Day Transition Planning Conference where TAY can be assessed for appropriate housing referrals (e.g. transitional housing, mental health). TDS shall participate in the 90-Day Transition Planning Conference.

10.5 ITSP PARTICIPANT'S INCENTIVES

10.5.1 CONTRACTOR shall ensure each TAY who participates in ITSP receives payment incentives based on his/her progress in meeting his/her ITSP goals as referenced in sub-section 10.5.1.1 and 10.5.1.2 below.

10.5.1.1 Deliverable 1

CONTRACTOR shall provide the TAY with four monetary incentives of \$75 each to reward the TAY every six months. One \$75 incentive payment shall be awarded every six months. Incentives are to be disbursed when TAY achieves

an ITSP goal anytime within a six month period, as defined in the SOW, Part C, Section 8.0 Program Goals. The ITSP goals developed for each TAY shall focus on the following self sufficiency areas: (1) educational goal; (2) acquire and/or an employment opportunity including an internship or volunteer opportunity; (3) obtain/maintain appropriate housing (plan) and (4) demonstrate the knowledge of how to obtain his/her important/vital documents such as a birth certificate, social security card and California ID/Driver License; proof of citizenship; academic records. Proof of relevant documentation and incentive distribution shall be maintained in the ITSP files for each TAY.

10.5.1.1.1 The disbursement of the incentives must be documented including proof of receipt by TAY to include the following identifying information for each TAY paid the incentive: full name of the TAY, date of birth, TAY's signature, the case number, case-carrying CSW/DPO and ILP Coordinator. CONTRACTOR shall maintain a log of all such incentive payments.

10.5.1.2 Deliverable 2

CONTRACTOR shall submit a request to the CPM if any other individualized goals other than those noted above are identified. The CPM will provide a decision to the CONTRACTOR approving or denying the request within five business days.

10.6 TILP OR TAY/LP UPDATES

10.6.1 The TILP or TAY/LP shall be updated by DCFS case carrying CSW and/or Probation support staff every six months for all Foster/Probation TAY.

10.6.1.1 Deliverable 1

CONTRACTOR shall contact the ILP Coordinator 30 days prior to the next scheduled TILP or TAY/LP date to request a current TILP or TAY/LP for each Enrolled TAY. CONTRACTOR shall contact the ILP Coordinator to request the assigned CSW/DPO to conduct the TILP or TAY/LP update meeting. The meeting shall include CSW/DPO, TAY, Caregiver and TDS.

10.7 TAY STATUS UPDATE

10.7.1 CONTRACTOR shall prepare TAY Status Update (SOW Exhibit A-3) for each TAY referred. Each sheet in the log shall have the following

identifying information for each of the program participants: first and last name of the TAY, date of birth, the State number, Placement Type, TDS Name, Assessment Date, and DCFS/Probation ILP Coordinator.

10.7.1.1 Initial Documentation

CONTRACTOR shall provide TAY Status Update within five business days to the ILP Coordinator to confirm receipt of the referral(s).

10.7.1.2 Non Compliance/Unresponsive to Services

CONTRACTOR shall submit TAY Status Update for each TAY to the ILP Coordinator within three calendar days for reasons including, but not limited to: no timely notification of a change in placement, drop out, he/she refuses to cooperate or a no show. The ILP Coordinator will provide a copy of the TAY Status Update to the case carrying CSW/DPO. CONTRACTOR shall provide TAY Status Update proposing a termination of services noted in subsection 10.7.1.5 below for review by the ILP Coordinator and the CPM if there are consistent instances of non-compliance and unresponsiveness after ITSP services have been initiated.

10.7.1.3 Incomplete Assessment

CONTRACTOR shall submit TAY Status Update to the ILP Coordinator if their staff is unable to complete a life skills assessment. CONTRACTOR's staff shall document the reasons in the TAY Status Update and shall submit the TAY Status Update to the ILP COORDINATOR within ten calendar days of the incomplete assessment visit or of the last date of the attempted visit. The ILP Coordinator will provide a copy of the TAY Status Update to the case carrying CSW/DPO.

10.7.1.4 Completion of ITSP Goals

For each TAY served, TDS shall submit the TAY Status Update to the ILP Coordinator within 10 calendar days of the TAY's completion of each ITSP goal. The TAY Status Update shall include specific information regarding the sessions/workshops he/she participated in during the applicable timeframe to include the total numbers of sessions/workshops and hours per TAY. There should also be notation including an incentive payment amount to a TAY including the amount, date and time he/she received the incentive payment.

10.7.1.5 Termination of Progress for ITSP

CONTRACTOR shall submit TAY Status Update to the ILP Coordinator notifying them of proposal to terminate service delivery. A Termination of Progress is required when the TAY participant has demonstrated unresponsiveness and/or non compliance for participation in ITSP. In addition to the TAY Status Update, CONTRACTOR shall provide a copy of all records including quarterly reports, a transcript of services provided to TAY (and Caregiver when applicable) including dates of contacts, status of ITSP goals, dates and amounts of incentive payments issued as well as TAY signatures for validation of receipt. This notification must occur within five calendar days of the date that CONTRACTOR was notified. The ILP Coordinator will review the information (with consultation with the case carrying CSW/DPO and CPM or identified designee when necessary) and respond to the CONTRACTOR with notification to terminate or re-initiate ITSP services. A TAY's ability to start or stop ITSP services is subject to review of the CPM.

- 10.7.1.6 The ILP Coordinator shall provide a copy of the TAY Status Update and attachments to the case carrying CSW/DPO.

PART D - SERVICE REPORTS

11.0 ASSESSMENT REPORTS

11.1 ITSP Assessment Reports

11.1.1 CONTRACTOR shall provide the following reports to the DCFS/Probation ILP Coordinator within ten calendar days after the assessment test was administered for each TAY.

- COUNTY approved life skills assessment report
- Initial/Progress/Conclusion ITSP Report (SOW Exhibit A-7)

11.1.2 In the event that CONTRACTOR is unable to complete an assessment, CONTRACTOR shall document the reasons in the TAY Status Update as referenced in Part C, sub-section 10.7.1.3.

12.0 MONTHLY REPORTS

12.1 CONTRACTOR shall develop and provide reports based on services provided during the previous month to the CPM or designee on 15th day after the applicable calendar month (unless otherwise specified below) via email.

12.2 CONTRACTOR shall categorize all reports by referring ILP Coordinator and include the following: TAY's full name, age at the time of the report, date of birth, State Identification number, Placement Type, assigned CSW/DPO, referral date, enrollment date, and completion date, and shall include data to differentiate DCFS and Probation TAY when applicable.

12.3 CONTRACTOR shall provide additional reports/feedback to the CPM or designated staff including service delivery for a specific TAY upon request or a specific group of youth (e.g. age, service, Placement Type) within a 24 hour period or an agreed upon time between the COUNTY and CONTRACTOR.

12.4 CONTRACTOR shall submit a Monthly Cumulative Report containing Summary Report, Referral Report, Life-Skill Assessment (Ansell-Casey) Report, ITSP Report, Probation Report, and any additional reports deemed necessary by the CPM. The report shall provide data based on Service Planning Areas and differentiate the DCFS and Probation TAY.

12.4.1 Monthly Cumulative Report

CONTRACTOR shall maintain records on the number of TAY enrolled ITSP Services. The records shall reference relevant services necessary to develop the required reports for ITSP services provided to each Enrolled TAY or TAY and Caregiver. The Cumulative report (e.g. Microsoft Excel with referenced reports per worksheet) shall be provided to the CPM and other COUNTY designee.

12.4.2 Monthly Summary Report

CONTRACTOR shall develop and provide to the CPM, by the 15th day of every month, a Monthly Summary Report of all services. The Summary report shall include the following: total number of referrals; total number of referrals returned (incomplete or unable to contact); total number of refusals; total number of life skills assessments completed; total number enrolled in ITSP; total number of TAY who completed ITSP; total number of TAY who showed improvement after completion of ITSP; total number of TAY who completed the survey; total number of TAY linked to WIA Career Development Centers and/or CalJobs; total number of TAY linked to educational supports and resources including tutoring; total number of TAY linked to TRC's and total number of TAY linked to Kinship Centers and/or additional Community Based Programs.

12.4.3 Monthly Referral Report

This report shall list all Referred TAY for the month and required information as referenced above in sub-section 12.2.

12.4.4 Monthly Life-Skill Assessment Report

This report shall list all the TAY who have been assessed during the reporting month and required information as referenced above in sub-section 12.2.

12.4.5 Monthly ITSP Report

This report shall include the topic of each of ITSP session and hands-on workshops offered during the previous month. The report shall include number of TAY who dropped out or refused participation. This report shall also include the pre and post life skill assessment scores, total number of sessions/hours completed, date of linkage to Workforce Source Centers (WIA) and CalJobs, date of Transition Resource Center scheduled visit and required information as referenced above in sub-section 12.2.

12.4.6 Monthly Probation Report

This report shall list all Probation TAY receiving ITSP services.

12.4.7 Additional Reports

COUNTY shall have the sole discretion to request additional reports from CONTRACTOR. CONTRACTOR shall submit reports as requested.

13.0 QUARTERLY REPORTS

- 13.1 CONTRACTOR shall develop and provide quarterly progress reports for each ITSP TAY addressing his/her progress/status to the ILP Coordinator within five calendar days of the date marking the quarter for each TAY receiving

ITSP services (or as needed). This progress report shall address the completion of the TAY's ITSP goals in relation to the eight Chaffee Act Outcomes.

- 13.2 The ILP Coordinator and CSW/DPO will review the report and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within three calendar days.
- 13.3 CONTRACTOR shall provide progress reports as needed upon request to ILP Coordinator for a court date or relevant meeting (e.g. Team Decision Making (TDM) Transition Conference (T-Con), 90 Day Transition Plan) where this information can be beneficial. The progress report shall address the TAY's ITSP (and/or TILP or TAY/LP) goals; include a transcript noting ITSP topics covered and his/her status in relation to meeting the eight Chaffee Act Outcomes.

14.0 ANNUAL REPORTS

- 14.1 At the end of each contract year, CPD shall submit to the CPM an aggregated report of the findings. This report shall be submitted by the 30th day of June of each contract year based on the Performance Requirements Summary (PRS) as referenced in the SOW Exhibit A-1.
 - 14.1.1 This report shall include, but not be limited to: the total number and percentages of TAY or TAY and Caregivers enrolled, total number participated, total number of sessions and hours completed, total number dropped and total number completed the ITSP program. The annual report provided shall include CONTRACTOR's recommendations for program enhancement.

PART E - QUALITY ASSURANCE PLAN

15.0 CONTRACTOR'S QUALITY ASSURANCE PLAN (QAP)

15.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (provided in its Proposal) to assure the requirements of the contract are met. The CPM will review CONTRACTOR's QAP and provide CONTRACTOR with requested changes if conflicting procedures are identified or procedural changes are made. If the CPM request changes in CONTRACTOR's QAP, CONTRACTOR shall make such changes and resubmit the plan for approval within five business days of request.

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

15.1.2 The QAP must explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff.

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

15.3 The CPM or other personnel, authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the Quality Assurance Plan specified in its Proposal in response to the Statement of Work and SOW Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with, Section 24.0, COUNTY's Quality Assurance Plan, of the Contract.

PART F - EVALUATION AND OUTCOME

16.0 EVALUATION AND OUTCOME

Evaluative functions are used to set measurable targets for the CONTRACTOR's program operation and to use those targets to test the effectiveness and efficiency of the services and supports. Evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model. Additionally, client satisfaction surveys also assist in the evaluative process and will be applicable to this contract.

16.1 CONTRACTOR shall cooperate with and participate in the COUNTY's independent evaluation conducted by a contracted vendor of this project; including designating agency staff to work directly with the COUNTY designated evaluator and CPM to establish tracking systems to gather data information relevant to all aspects of the evaluation design.

16.2 The data collection and tracking systems required of CONTRACTOR shall include, but not be limited to: client profiling, client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by CONTRACTOR, and survey instruments. CONTRACTOR shall perform data entry to support these activities.

16.2.1 CONTRACTOR may be required to use a COUNTY web-based application for purposes of tracking. Use of this web-based application will be determined prior to contract commencement.

16.3 COUNTY will develop a client satisfaction survey to be administered by the CONTRACTOR to all ITSP participants (e.g. Enrolled TAY and Participated TAY) and Caregivers upon completion of the service delivery. This survey template is expected to be completed within 15 days prior to the end of services. The survey analysis completed by the Evaluation Team and its findings will be used by CPM as baseline for information regarding services.

17.0 PERFORMANCE OUTCOME SUMMARY

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Safe and Affordable Housing to Avoid Homelessness (This performance outcome is related to Chafee Outcome #7 and #8)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Possess the knowledge and resources to avoid homelessness including knowledge/information on retaining housing, landlord-tenant issues, saving, and other local, state, and federal housing programs, prior to exiting care. • Be assessed/screened at 90 Transition Planning Conference to make appropriate housing referral (e.g. transitional housing, mental health). 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) of rental/lease applications mock and official copies</p>	<p>75% of Participated TAY will demonstrate he/she has knowledge of safe and affordable housing.</p> <p>25% of Participated TAY ages 18 -20 will acquire housing prior to case closure.</p> <p>85% of Participated TAY will secure transitional or housing prior to case closure.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Possess Self-Advocacy Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Possess the ability and skills to advocate for themselves to obtain necessary services and supports. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will have increased knowledge of Self-Advocacy skills.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will Possess Daily Life Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Have enhanced self confidence/esteem; • Acquire problem solving, conflict resolution, social, coping, interpersonal and survival skills; • Have financial literacy; • Have established and maintained a bank account (savings or trust accounts); • Know how to purchase groceries; • Know how to prepare meals with proper food handling; • Possess knowledge of how to clean and maintain a home and laundry; • Possess knowledge of landlord tenant and home purchasing issues; • Know how to use public transportation and/or acquire a Driver License; • Possess basic computer/ internet skills; • Possess personal responsibility skills for his/her actions; and • Possess knowledge about consumer rights resources; • Obtain or know how to obtain Vital records; • Receive information about Health/Mental Health, Medi-Cal, ILP, DPSS, Kinship and Other beneficial resources. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) reflecting both copies of applications and acquired vital documents</p>	<p>90% of Participated TAY demonstrate increased knowledge of Daily Life Skills.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will Possess Daily Life Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Prepared for Gainful Employment (This performance outcome is related to Chafee Outcome #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will receive job preparation training including:</p> <ul style="list-style-type: none"> • Be work ready (linked to employers; explore careers, participate in job fairs, tours/shadowing, volunteer and/or internship opportunities; • Be linked/registered at an Employment Development Department One-Stop Center (e.g. One Source California Youth Program and CalJobs) DPSS GROW; • Completing a work assessment via Career Zone and developing strategies to meet job/career goal; • Resume writing, completion of employment applications, dressing appropriately, interviewing techniques and obtaining and retaining a job; • Have held at least one job for 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>75% of Participated TAY will be either be prepared (registered at a (WIA) Work Source/One Stop Centers employment program and CalJobs) for gainful employment or be employed.</p> <p>25% of Participated TAY able to work will be gainfully employed.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Prepared for Gainful Employment (This performance outcome is related to Chafee Outcome #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
two (2) or more months (paid and non-paid) while in care, with the ability to use the supervisor as a reference; and <ul style="list-style-type: none"> • Understanding how to read check stub including taxes and benefits; and • Know of additional/community resources. 		

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Meet All Mandated Requirements Including passing the California High School Exit Exam (CAHSEE) to Attain a High School Diploma/GED or pass the California High School Proficiency Exam and Post-Graduation Options and Linkage.		
(This performance outcome is related to Chafee Outcome #1)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Demonstrate academic progress to receive/earn a High School Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate; and • Be in possession of a High School Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate. <p>TAY will:</p> <ul style="list-style-type: none"> • Understand all of the options for post-graduation, including but not limited to community college, 4-year college, and vocational education or training; • Be linked to post graduate programs (including help with completing college or vocational school applications and all relevant financial aid documents); and • Be in a position or enrolled in college or a vocational school with secured financial aid if post secondary education is his/her desire. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes, Education and tutoring referrals</p> <p>Contractor generated reports, youth surveys, CWS/CMS, NYTD, Exit Outcomes, Review of Contractor case files via a Quarterly Technical Case Review (Audit) reflecting copies of educational related copies requested and/or acquired ITSP</p>	<p>80% of Participated TAY will attain their educational goal(s) listed in his/her TILP or TAY/LP.</p> <p>75% of Participated TAY will have an increased knowledge of how to attain their post secondary goal(s).</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Health Information, Prevention Information, Insurance and Services/Resources (This performance outcome is related to Chafee Outcome #3, #4 and #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: <ul style="list-style-type: none"> • Know how to complete the Medi-Cal re-application/extension documents; • Have knowledge of preventive health activities (including substance abuse prevention, smoking avoidance, nutrition education, pregnancy prevention); and be in receipt of mental health counseling, as appropriate; • Have information about social services programs including mental health services and other health services including how to access them. 	Contractor generated reports, life skills assessment scores, Youth surveys, CWS/CMS, NYTD, Exit Outcomes	90% of Participated TAY will demonstrate knowledge of how to access health and prevention information, insurance, services and resources.

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Applied for and Receiving Social Services or Other Financial Assistance, as Needed to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #2 and #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Demonstrate the ability to access social services including (Supplemental Security Income (SSI), CalWORKs, General Relief/General Assistance, Food Stamps and other sources of financial support to which he or she would be eligible for upon exiting care; • Referred to the ILP Program and /or receiving ILP/Chafee services; • Applied for or have an open savings and/or trust fund accounts (if applicable); • Knowledge of financial Aid, Cal Grants, Workforce Investment Act funded programs; and • Has visited local DCFS YDS Transition Resource Center and met and acquired the ILP Coordinator's name (and/or Community Worker's) and contact information. 	<p>Contractor generated reports, youth surveys, life skills assessment scores CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will demonstrate increased knowledge of public benefits that they may be eligible for.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will have no barriers to self sufficiency (This performance outcome is related to Chafee Outcome #2,4, 5 &7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Be aware of how to address tickets/fines; • Have vital records (Birth Certificate, California ID, California Driver license, Social Security Card; immunization/medical records; • Receive information about how to seal/expunge Juvenile Court records and how to obtain the support to do so, if eligible; • Be aware of identity theft and how to prevent becoming a victim; • Have proof of legal immigration status; • Have citizenship or residency, • Have proof of Juvenile Court dependency; • Complete financial aid applications; • Have access to documents under WIC 827 (e.g. court reports); • Receive information about all available ILP services including how to access them and www.ILPOnline.org; and Public Counsel's A, B, C's of Transition and the Independent Living Program Manual at www.publiccounsel.org . 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>85% of Participated Enrolled TAY will have no barriers to self sufficiency.</p>

PERFORMANCE OUTCOME SUMMARY

PROGRAM: Individualized Transition Skills Program (ITSP)

PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY

PROGRAM GOAL AND OUTCOME: Permanent Relationship

(This performance outcome is related to Chafee Outcome #7)

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Be referred to available mentors and mentoring programs while in care; • Have at least one connection with a family member/members who are supportive or family finding has been conducted to locate appropriate family members; and • Have at least one connection to an adult who will provide assistance, advice, and support in both good and difficult times upon exiting care. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) of form completion documenting the TAY's permanent connection/relationship</p>	<p>75% of Participated TAY will have a permanent connection and relationship.</p>

EXHIBIT A-1				
PERFORMANCE REQUIREMENTS SUMMARY				
	CONTRACT REQUIREMENTS	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
1.	CONTRACTOR shall provide 96 to 120 ITSP hours per TAY in accordance with the eight Chafee Outcomes and Program Deliverables in Part C, Section 10.0 Scope of Work of the SOW.	CONTRACTOR shall ensure 90% of the Enrolled/Participated TAY will meet their educational goals listed in their education requirements, will learn Daily Life Skills, be prepared for gainful employment, obtain/maintain a housing plan, learn and benefit from all ITSP information and resources to become Self-Sufficient Adults.	<p>CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include program monitoring/audits in accordance with Part E, Quality Assurance Plan of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).</p> <p>COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).</p>	The County may terminate this contract in accordance with section 53.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached or if CONTRACTOR receives a written notice (Including User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval
2.	CONTRACTOR shall complete the Initial/Conclusion Assessment Report and	CONTRACTOR shall ensure 80% of Initial Assessment Reports (life skills assessments)	CONTRACTOR shall develop and a process to document the occurrence and	The County may terminate this contract in accordance with section 53.0 Termination for Default if the whole or

	submit it to the referring ILP Coordinator within 10 business days of receiving a referral in accordance with Part D, Section 11.0 Assessment Reports.	will be completed and submitted to the referring ILP Coordinator within 10 business days of the initial assessment.	submission of Initial/Conclusion Assessment Reports that are completed and submitted to the COUNTY. This process shall be shared with the COUNTY CPM and clearly documented in all case files for the duration of the contract.	any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached. If CONTRACTOR receives a written notice (Including a User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
3.	CONTRACTOR shall provide a continuum of services to TAY served in accordance with section Part D, Section 11.0 of the SOW.	CONTRACTOR shall ensure 85% of Enrolled/Participated TAY will have a continuum of services.	CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with Part D, Section 12.0 of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).	
4.	CONTRACTOR shall complete and provide all Reports to the CPM, COUNTY designee or ILP Coordinator by the 15 th of each month, CONTRACTOR shall provide the Annual Report to the CPM and/or designee by June 30 th of the Contract year in accordance with PART D, Section 14.0 of the SOW.	CONTRACTOR shall ensure 95% of all required reports will be provided to CPM by the 15 th day of each month and the Annual Report will be provided by June 30 th of the contract year.	COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).	
5.	CONTRACTOR shall hire staff	CONTRACTOR shall ensure	CONTRACTOR shall maintain	The County may terminate this contract

	<p>in accordance with Section 5.0 and ensure completion of a criminal background checks including a Child Abuse Index for all staff prior to employment in accordance with Part B, sub-section 5.1.7 of the SOW. CONTRACTOR shall ensure staff receive training in accordance with Part B, sub-section 5.1.6 of the SOW.</p>	<p>100% of the contracted staff hired for this contract will meet the specified requirements, have a criminal background check inclusive of a Child Abuse Index prior to employment and complete the mandatory trainings.</p>	<p>documentation to validate all staff meet the minimum requirements, they have passed the criminal investigation background check and completed the mandated trainings in all personnel file for the duration of the contract. CONTRACTOR shall submit copies of the criminal background checks to the CPM as requested.</p>	<p>in accordance with section 53.0 Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached.</p> <p>COUNTY at its sole discretion may deduct \$1000 from the CONTRACTOR's invoice for each sustained incident where a TAY receiving ITSP services is matched with contracted staff that has not completed or cleared all background checks.</p>
6.	<p>CONTRACTOR shall match/assign a TDS to provide ITSP services to TAY in accordance with Part C, sub-section 10.3.2.1 of the SOW.</p>	<p>CONTRACTOR shall ensure 75% of the TDS's providing ITSP services are matched with the TAY served for the duration of this contract.</p>	<p>CONTRACTOR shall submit written copies of its matching criteria to the CPM at the beginning of the contract, whenever updates occur or as requested by the CPM.</p>	<p>If CONTRACTOR receives a written notice (Including a User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours a written corrective action plan for review and approval. In addition, the COUNTY may impose a single deduction from the CONTRACTOR's invoice in the amount of \$200.00.</p>

- 1. Transitional Independent Living Plan (TILP);**
- 2. Transition Age Youth Living Plan (TAY/LP); and**
- 3. DCFS 5557**

(Next 5 Pages)

Transitional Independent Living Plan & Agreement

Youth: _____ Date of Birth: _____ Age _____ Ethnicity _____
 Address: _____

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

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

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

Service goals and activities to be addressed in the plan:

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

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

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.

For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

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

- I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)
- I understand that I can retain cash savings up to \$10,000 under this plan in an insured savings account and any withdrawal requires the written approval of my social worker/probation officer and must be used for purposes directly related to my transitional goals. (WIC 11155.5)
- I understand that I will receive assistance to obtain my personal documents and information about financial aid for postsecondary education/training.(WIC 16001.9)

Transitional Independent Living Plan & Agreement

Youth: _____ DOB: _____ Age: _____ Ethnicity: _____

Case Worker Name: _____ Case Worker phone: _____

TILP 6-month timeline: _____ to _____. Date Independent Living Needs Assessment completed: _____

- If I have not participated in the ILP program before, I agree to participate now.
- Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #2:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal # 3:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #4:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.

This Agreement will be updated on: _____ Update # _____

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

Youth's signature

Date

Caregiver's signature

Date

Social Worker/Probation Officer signature

Date

Youth Development Services	
Los Angeles Department of Children and Family Services and Probation	
Instructions To Youth: <i>The purpose of this plan is to capture the goals you would like to achieve and the support you need from your Transition (ILP) Coordinator over the next 6 months. This plan can help you stay focused and organized as your progress toward accomplishing each goal. Your Transition (ILP) Coordinator will help you achieve your goals.</i>	
TRANSITION AGE YOUTH LIVING PLAN (TAY/LP)	

Name Of Youth:			State ID # (Staff Only)		Social Security Number XXX-XX-	
Birth Date:	Age:	Sex:	Ethnicity:		Primary Spoken Language <input type="checkbox"/> English <input type="checkbox"/> Other	
Current Address:				City:	State:	Zip Code:
Telephone Number:		E-mail Address:		CAREGIVER'S NAME		Marital Status:
I am a parent	<input type="checkbox"/>	Parent Of #	<input type="checkbox"/>	Expectant Parent	<input type="checkbox"/>	N/A
School Attending/Last Attended:				Grade:		
High School Graduation / GED Date:				IEP/Special Education Date:		
Court Termination Date: (staff only):				Extended Foster Care?		

SCHOOL/EDUCATIONAL/VOCATIONAL TRAINING PLAN

Currently, I am:

<input type="checkbox"/>	Attending high school/GED Program	Name of school:	
<input type="checkbox"/>	Attending college	Name of college:	ID #
Number of units completed:		Current grade point average:	
<input type="checkbox"/>	Receiving financial aid, scholarships, and/or grant money		
Educational Goals:			
I plan to attend		Name of school:	
I have applied for Financial Aid (FAFSA)		Yes <input type="checkbox"/>	No <input type="checkbox"/> If No When:
I am currently attending a vocational training program at:		Name of school:	
<input type="checkbox"/>	I need assistance with (specify):		

EMPLOYMENT STATUS

<input type="checkbox"/>	Unemployed	<input type="checkbox"/>	Employed	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	Part-time	Hours worked per week:
Employer:				How long employed?				
<input type="checkbox"/>	I do not have a job but, I am seeking employment/volunteer work.							
Registered with a Work Source Center (WIA)		Yes <input type="checkbox"/>	No <input type="checkbox"/>					
I am currently enrolled in:				<input type="checkbox"/>	Military service branch:			
<input type="checkbox"/>	California Conservation Corps.	<input type="checkbox"/>	Job Corps	<input type="checkbox"/>	Americorps			
<input type="checkbox"/>	I need assistance with (specify):							

CURRENT HOUSING STATUS/HOUSING PLAN

My current living situation is:

<input type="checkbox"/>	Rent/own housing	<input type="checkbox"/>	Share rent with others	<input type="checkbox"/>	Stay in college dorm
<input type="checkbox"/>	Live with friends	<input type="checkbox"/>	Live in board & care	<input type="checkbox"/>	Live with relatives
<input type="checkbox"/>	Live in county or other transitional housing.	Name of Program:		<input type="checkbox"/>	SILP
<input type="checkbox"/>	Homeless	<input type="checkbox"/>	Live w/care provider/guardian	<input type="checkbox"/>	Live with parent(s)
<u>Housing plan</u>					
I plan to live with:					
I am interested in/ or need assistance with:					
<u>Health Insurance Plan</u>					
What is your health insurance plan? If you are not eligible for extended Medi-Cal, where do you plan to get health insurance from?					
Continuing Support Services (i.e. mental health, health services) Plan:					
Family, Other Permanent Connection, Mentor:					
I plan to stay connected to family and other adults (include names)					

Resource phone numbers and websites:

ILP toll free number 1 (877) MY ILP 411 http://www.ilponline.org	Youth Ombudsman Office: (213) 351-5720 Other Resources _____ _____ _____	Department of Public Social Services (DPSS) 1 (877) 597- 4777
Medi-Cal Health Insurance Benefits application or to extend coverage 626-569-2968 or 626-569-2948		Edelman's Children's Court (323) 526-6646

FINANCIAL RESOURCES

My sources of income include:

<input type="checkbox"/>	Work	<input type="checkbox"/>	CalWORKs	<input type="checkbox"/>	Cooperative for Assistance and Relief Everywhere (CARE)
<input type="checkbox"/>	Department of Vocational Rehab	<input type="checkbox"/>	EOP&S	<input type="checkbox"/>	Financial Aid/Scholarship
<input type="checkbox"/>	General Relief Payments	<input type="checkbox"/>	SSI/SSDI	<input type="checkbox"/>	Temporary Assistance for Needy Families (TANF)
<input type="checkbox"/>	Trust Account	<input type="checkbox"/>	EFC (SILP)	<input type="checkbox"/>	Other (Specify):

PERSONAL DOCUMENTATION

Do you have the following important documents?	Have	Need help	N/A	Do you have the following important documents?	Have	Need help	N/A
Birth Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Social Security Card/Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial Aid Award Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	California Drivers License/ID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High School Diploma Or GED/School Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Medi-Cal Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Immigration Record/Green Card/ Naturalization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Last two minute orders from Children's Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For Probation Youth Only							
Juvenile Probation - Terminated					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Youth on adult Probation					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Need assistance with expunging my juvenile record					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Need assistance with sealing my juvenile record					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Need assistance with credit report or identity theft related issues					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Other (Specify):							

Plan of action summary (staff only) _____

Please note: Youth leaving the Kinship Guardian Assistance Payment (Kin-GAP) or Adoption Assistance Payment (AAP) Programs receive Medi-Cal benefits through their next annual redetermination date, which could be up to 11 months. Prior to the month of expiration, the youth will receive a redetermination packet to be completed and returned for an eligibility evaluation to any other Medi-Cal benefits program. This is why it's important that we have your current address.

Please check with Transition Coordinator for a complete list of required documents to receive ILP funds and to verify eligibility. Youth might be eligible for ILP Services if he/she is or was a court dependent and placed in foster care/probation placement at any time between the age of 16 and 18 or if under a Kin-GAP guardianship or if under a non-related legal guardianship granted by Dependency Court after age 8.

I understand that any requested funds are subject to availability and that failure to submit receipts could jeopardize continued financial assistance from the ILP program.

Date your next TAYLP update is to be completed (six months): _____

 Youth Signature

 Date

 Caregiver Signature (if applicable)

 Date

 Transition (ILP) Coordinator/Probation Officer Signature

 Date

TILP TRANSMITTAL AND SUPPLEMENT (DCFS 5557)

Youth's Name		DOB		Submission Date	
Indicate the purpose of this Transmittal/Supplement by checking the appropriate box(es) below:					
<input type="checkbox"/> COURT SUPPLEMENTAL INFORMATION			<input type="checkbox"/> REQUEST FOR ILP SERVICES		
COURT TILP SUPPLEMENTAL INFORMATION			REQUEST FOR ILP SERVICES <i>(ILP eligible youth only)</i>		
State # 19- - -			Transition Coordinator's Name: _____		
Anticipated DCFS Termination of Jurisdiction Date: _____			Transition Coordinator's Phone: _____		
ADDITIONAL DOCUMENTATION REQUIRED FOR AN YDS TRANSITIONAL YOUTH RECOMMENDATION (complete status box for each document upon termination of jurisdiction):			TC Email: _____ @dcfs.lacounty.gov		
COURT #	DEPT.	HEARING DATE	HEARING TYPE	<input type="checkbox"/> ITSP Life Skills (Ages 16 and up)	
				SPA (Where child lives): _____	
TYPE OF DOCUMENT:		ON FILE	DATE REQUESTED	N/A	
Parents' Death Certificate		<input type="checkbox"/>		<input type="checkbox"/>	
Placement History (Printout)		<input type="checkbox"/>		<input type="checkbox"/>	
Family History (DCFS 4344/FB) forms		<input type="checkbox"/>		<input type="checkbox"/>	
Whereabouts of DCFS		<input type="checkbox"/>		<input type="checkbox"/>	
Record of ILP Life Skills/Vocational Skill Center Class Completion and/or Educational Assessment		<input type="checkbox"/>		<input type="checkbox"/>	
Proof of Dependency		<input type="checkbox"/>		<input type="checkbox"/>	
Post transition youth Health Coverage Plan (required):			Transition Services Staff Only:		
Indicate to the court the transition youth health coverage plan for the youth's aftercare (required):			Name of Skill Center: _____		
<input type="checkbox"/> Medi-cal. (CSW provided youth the DPSS, "As You Leave Foster Care" brochure regarding continuation of Medi-cal.)			Is Youth ILP eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Private health care insurance:			Ineligible Youth Referred to: _____		
PERSON WHO WILL KNOW YOUTH'S WHEREABOUTS FOLLOWING TRANSITION (required):			Agency: _____		
Name: _____			Date: _____ Kin-GAP Youth? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Relationship to youth: _____			Name of YDS Agency: _____		
Street Address: _____			Select One		
City: _____			<input type="checkbox"/> ILP service offer letter was given to youth and youth accepted ILP services.		
Zip: _____			<input type="checkbox"/> HOUSING REQUEST:		
Phone: _____			<input type="checkbox"/> Transitional Housing Placement Program (THPP)		
YOUTH'S ADDRESS (required): <input type="checkbox"/> Current Address <input type="checkbox"/> (Check here if this is a change of address) <input type="checkbox"/> (Check here if this is youth's planned post-emancipation address)			<input type="checkbox"/> DCFS Transitional Housing Program (THP)		
			<input type="checkbox"/> THP-Plus (+)		
Street Address, City, Zip: _____			Has the youth passed the California High School Exit Exam (CAHSEE). Please see FYI 06-37.		
Phone _____ E-mail _____			English Language Arts: <input type="checkbox"/> Yes <input type="checkbox"/> No Mathematics: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Is the youth currently being tutored? <input type="checkbox"/> Yes <input type="checkbox"/> No		
CSW Name / Signature: _____ / _____			CSW File Number: _____		
CSW Email: _____ @dcfs.lacounty.gov / _____			SPA/Area Office _____ CSW Phone _____		
SCSW Name / Signature _____					
<input type="checkbox"/> By checking this box the CSW and SCSW confirms that the attached TILP is current, has been saved and approved on CWS/CMS and the youth have signed a hard copy.					

SAMPLE
Transition Age Youth (TAY) Status Update

Program Participation
<input type="checkbox"/> ITSP

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

Individualized Transition Skills Program (ITSP)
<input type="checkbox"/> Referral received on: <input type="checkbox"/> Youth contacted on (3 attempts): _____, _____, _____ <input type="checkbox"/> Date TAY accepted to participate: _____ <input type="checkbox"/> Youth refused to participate: <input type="checkbox"/> Verbal <input type="checkbox"/> Written <input type="checkbox"/> Unresponsive Program Start Date: _____ End Date: _____
TDS Name: _____ Assessment Date: _____

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

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

Comments and Progress for TAY:

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

CONTRACTOR's Individualized Transitional Skills Training Program Plan

As referenced in RFP, PART C, Proposal Submission Requirements, sub-section 50.6 the Individualized Transitional Skills Training Program plan will become SOW Exhibit A-4 for winning proposals.



Daily Living

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

Self Care

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

Relationships and Communication

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



Housing & Money Management

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



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

Work and Study Life

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

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

Career and Education Planning

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

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

Looking Forward

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

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

NUMBER OF TAY TO BE SERVED

		Eligible Youth	TAY Served
Region	Service Planning Area (SPA)	Ages 16 - 20 (A)	Number of ITSP Participants (TAY Ages 16-20) (B)
NORTH	1	372	80-94
	2	324	130-144
	3	901	196-208
	4	213	56-66
Subtotal		1810	512
SOUTH	5	114	10-28
	6	1033	252-264
	7	409	100-110
	8	516	176-186
Subtotal		2072	588
TOTAL		3882	1,100

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

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

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

Initial/Progress/Conclusion ITSP Assessment Report

Demographic Data

TAY Name:			
Date of Birth:			
State No:			
Transition Development Specialist Name:			
Agency/Agency Rep:			
CSW / DPO Name:			
Date of this report:			
Report Type:	<input type="checkbox"/> Initial Assessment	<input type="checkbox"/> 3 rd Progress Assessment	
	<input type="checkbox"/> 1 st Progress Assessment	<input type="checkbox"/> Conclusion Assessment	
	<input type="checkbox"/> 2 nd Progress Assessment		
Date Assessment Conducted:			

To be completed for initial assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Target date for beginning ITSP:		

To be completed for progress assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Next Assessment Date:		

To be completed for conclusion assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
TAY met a TILP/ITSP Goal: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10		
TAY completed ITSP on:		
TAY was given a monetary incentive in the amount of \$ _____ on (date: _____)		
TAY did not graduate from ITSP because:		

Attachments: Ansell-Casey Assessment Summary Report/Other

**USER COMPLAINT REPORT (UCR)
INDIVIDUALIZED TRANSITION SKILLS SERVICES**

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

Date of Report: _____

DCFS User Name: _____

DCFS Office Address: _____

Phone No/ E-mail Address: _____

Date(s) of Incident(s) _____

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

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

To report an urgent/serious problem, call CPM at (213) 351-0238 and send the UCR to CPM's attention, at 3530 Wilshire Blvd., 4th Floor, Los Angeles, CA 90010 and a copy to DCFS Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS

- 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 timetables. Yes No

Authorized Official’s Printed Name and Title

Authorized Official’s Signature

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

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 Los Angeles County (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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

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

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

1.2 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, or are applicable to that Agreement year.

ACCOUNTING SYSTEM

2.0 Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

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:	Debit	Credit
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 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 CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the

contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

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. CONTRACTOR shall report to the local law enforcement agency having jurisdiction any act, or acts, which may reasonably be thought to constitute a crime and which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. *Photocopies (including scanned images) of invoices or receipts,*

any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee’s position have been met. Where licensure is a requirement of an employee’s position, CONTRACTOR’S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR’S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company owned vehicles also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

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

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

6.0 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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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's use. 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

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

All checks shall be restrictively endorsed upon receipt.

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

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

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements shall be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

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

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

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

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

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.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing, or through the use of electronic approvals where applicable, by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land can not be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

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

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

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

6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

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 Agreement.

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 Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) 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 direct 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, rentals, 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
 - 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 will not be not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- 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 which were 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. GOVERNANCE

OVERVIEW

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

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

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

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

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2)

have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, ~~or~~ officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to recommend to the Board of Directors compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. 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.

3.0 Reporting Fraud/Misconduct

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

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org
Email: hotline@auditor.lacounty.gov
Toll Free: (800) 544-6861
U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012



**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.

ATTACHMENT F

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	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



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?

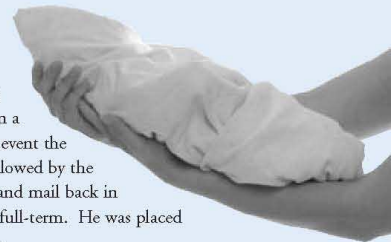
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brindará 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 brazalete 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 ADMINISTRATION:

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:

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's 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.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature

Date

Name and Title (please type or print)

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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

**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_____

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

2.201.020 Definitions.

2.201.030 Prospective effect.

2.201.040 Payment of living wage.

2.201.050 Other provisions.

2.201.060 Employer retaliation prohibited.

2.201.070 Employee retention rights.

2.201.080 Enforcement and remedies.

2.201.090 Exceptions.

2.201.100 Severability.

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services

contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services

department 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.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the internal services department. The internal services department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
-

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"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. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)										
(2) Payroll No.:		(3) Work Location:			(4) From payroll period: ___/___/___ to payroll period: ___/___/___			(5) For Month Ending:				
(6) Department Name:					(7) Contract Service Description:					(8) Contract Name & Number:		
(9) Contractor Health Plan Name(s):							(10) Contractor Health Plan ID Number(s):					
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										
Authorized Signature:		Date: / /			Title:			Telephone Number (include area code) ()		Page: of		

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____ ;
 _____ (Company or subcontractor Name) _____ (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
 _____ (Calendar day of Month) _____ (Month and Year)
 ending the _____ day of _____ all persons employed on said work
 _____ (Calendar day of Month) _____ (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____
 _____ (Company Name)
 from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
 - A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
 - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature: <div style="text-align: right;">Date:</div>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACT
CFDA# 93.674

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

CHILDREN'S INSTITUTE, INC.

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

January 2014

78085

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACT

TABLE OF CONTENTS

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS	6
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	6
2.0 TERM	8
3.0 CONTRACT SUM.....	8
4.0 INSURANCE REQUIREMENTS	9
5.0 INVOICES AND PAYMENTS	14
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	17
7.0 CONFIDENTIALITY	18
8.0 CONTRACTOR’S STAFF IDENTIFICATION.....	20
9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	20
10.0 FUNDING ADJUSTMENTS AND REALLOCATIONS	21
11.0 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM	22
PART II: STANDARD TERMS AND CONDITIONS	29
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR.....	29
2.0 ADMINISTRATION OF CONTRACT – COUNTY	29
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	30
4.0 ASSIGNMENT AND DELEGATION.....	30
5.0 AUTHORIZATION WARRANTY	31
6.0 BUDGET REDUCTION	31
7.0 CHANGES AND AMENDMENTS.....	31
8.0 CHILD ABUSE PREVENTION REPORTING.....	32
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	33
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	34
11.0 COMPLAINTS.....	34
12.0 COMPLIANCE WITH APPLICABLE LAWS	34
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	36
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	36
15.0 CONDUCT OF PROGRAM	37
16.0 CONFLICT OF INTEREST.....	38
17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....	38
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	39
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	39
20.0 CONTRACTOR ALERT REPORTING DATABASE.....	39

21.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	39
22.0	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	41
23.0	CONTRACTOR'S WORK	42
24.0	COUNTY'S QUALITY ASSURANCE PLAN	42
25.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	42
26.0	EMPLOYEE BENEFITS AND TAXES	43
27.0	EMPLOYMENT ELIGIBILITY VERIFICATION	43
28.0	EVENTS OF DEFAULT.....	43
29.0	FAIR LABOR STANDARDS	44
30.0	FIXED ASSETS.....	45
31.0	FORMER FOSTER YOUTH CONSIDERATION	45
32.0	GOVERNING LAW, JURISDICTION, AND VENUE	46
33.0	INDEMNIFICATION.....	46
34.0	INDEPENDENT CONTRACTOR STATUS	46
35.0	LIQUIDATED DAMAGES.....	47
36.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	48
37.0	MOST FAVORED PUBLIC ENTITY.....	48
38.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	48
39.0	NON EXCLUSIVITY	50
40.0	NOTICE OF DELAYS.....	50
41.0	NOTICE OF DISPUTE	50
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	50
43.0	NOTICES	50
44.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	51
45.0	PROPRIETARY RIGHTS	51
46.0	PUBLIC RECORDS ACT.....	52
47.0	PUBLICITY.....	53
48.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	53
49.0	RECYCLED-CONTENT PAPER	56
50.0	SAFELY SURRENDERED BABY LAW.....	56
51.0	SHRED DOCUMENT	56
52.0	TERMINATION FOR CONTRACTOR'S DEFAULT	57
53.0	TERMINATION FOR CONVENIENCE.....	59
54.0	TERMINATION FOR IMPROPER CONSIDERATION	59
55.0	TERMINATION FOR INSOLVENCY	60
56.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	60
57.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	60
58.0	USE OF FUNDS.....	61
59.0	VALIDITY	61
60.0	WAIVER	61
61.0	WARRANTY AGAINST CONTINGENT FEES	61

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment C-3	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	CONTRACTOR's Administration
Attachment I	COUNTY's Administration
Attachment J	Charitable Contributions Certification
Attachment K	Confidentiality of CORI Information
Attachment L	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment M	Living Wage Ordinance
Attachment N	Monthly Certification for Applicable Health Benefit Payments
Attachment O	Payroll Statement of Compliance

EXHIBIT C: COST

Exhibit C-1	Pricing Schedule
Exhibit C-2	Line Item Budget and Budget Narrative

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
INDIVIDUALIZED TRANSITION SKILLS SERVICES CONTRACT**

Individualized Transition Skills Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this 10th day of December 2013, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

CHILDREN'S INSTITUTE, INC.
hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective per County Code, Title 2, Chapter 2.121 to contract for Individualized Transition Skills services; and

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

WHEREAS, this Contract shall provide life skills training to Transition Age Youth to achieve self-sufficiency, pursuant to the provisions of Social Security Act Title IV-E Section 477 and State Senate Bill 654 (filed September 30, 2010); and

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

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

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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, "Changes 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, and Exhibit B, Attachments A, B, C-1, C-2, C-3, D, E, F, G, H, I, J, K, L, M, N, and O, and Exhibit C, Cost set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, Exhibit B, Attachments and Exhibit C, Cost.
- 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. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - B. "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.
 - C. "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.

- D. "COUNTY" – means the County of Los Angeles and includes the Department of Children and Family Services.
- E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.
- F. "COUNTY Program Manager" – 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.
- G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. "DCFS" - means COUNTY's Department of Children and Family Services.
- I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- K. "Maximum Contract Sum" - means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.
- L. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- M. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.0 TERM

- 2.1 The term of this Contract shall commence on January 1, 2014, or the date of execution by the COUNTY's Board of Supervisors, whichever is later, and shall expire on December 31, 2014, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 COUNTY shall have the sole option to extend the Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Director and Chief Probation Officer, by written notice or amendment to the CONTRACTOR, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 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.
- 2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the CONTRACTOR prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months from the last day of the final extension, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Annual Contract Sum is \$1,645,029 for the contract period.
- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed-priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit C-1, Pricing Schedule, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for

any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to 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.
- 3.5 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. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, County's Administration.
- 3.6 CONTRACTOR's budget is attached hereto and incorporated by reference herein as Exhibit C-2, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Certificates and copies of required endorsement shall be sent 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

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

- 4.1.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- 4.1.3 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the

COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.
- 4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.
- 4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- 4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.1.11 Application of Excess Liability Coverage: CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- 4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.
- 4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY’s determination of changes in risk exposures.

4.2 Insurance Coverage Requirements:

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

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

- 4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR’s use of autos pursuant

to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 4.2.4 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.
- 4.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

- 5.1 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 rate of compensation specified in the Exhibit C-1, Pricing Schedule, as supported by Exhibit C-2 Line Item Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses,

equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. 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.

- 5.3 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.
- 5.4 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) Circular, A-87, A-102, A-122, and A-133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: LaSonya Gibbs, Program Manager

3530 Wilshire Blvd., Suite 500
Los Angeles, CA 90010

- 5.6 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.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 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. Any overpayment received by CONTRACTOR, as determined by COUNTY 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.
- 5.9 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.
- 5.10 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.
- 5.11 COUNTY and CONTRACTOR agrees that the payment rate referenced in this Contract are based on the established rate set (Exhibit C-2) by the COUNTY. During the term of this Contract, COUNTY shall compensate the CONTRACTOR for services based on the set rate for each type of service.

- 5.12 Any preparatory services rendered by the CONTRACTOR prior to receipt of referrals shall be the responsibility of the CONTRACTOR.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors 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. 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.
- 6.2 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.
- 6.3 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.
- 6.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 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.
- 6.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code

which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

- 7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-3, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.7 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.

- 7.8 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, agents, or subcontractors, to comply with this sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.8 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.
- 7.9 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.
- 7.10 Confidentiality Requirements for Probation
- 7.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.
- 7.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Attachment K, "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

8.0 CONTRACTOR'S STAFF IDENTIFICATION

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

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

9.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the

certifying department of this information prior to responding to a solicitation or accepting a contract award.

10.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

- 10.1 If sufficient monies are available from federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, COUNTY may require additional services and pass on to CONTRACTOR an increase to the Maximum Contract Sum as payment for such services, as determined by COUNTY. If monies are reduced by federal, State, or County funding sources, COUNTY may also decrease the applicable Maximum Contract Sum as determined by COUNTY. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to CONTRACTOR. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to CONTRACTOR and to COUNTY'S Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by COUNTY'S Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Section 7.0, Changes and Amendments.
- 10.2 COUNTY and CONTRACTOR shall review CONTRACTOR'S expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each COUNTY fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a COUNTY fiscal year, and/or at any other time or times during each COUNTY fiscal year as determined by Director. At least fifteen (15) days prior to each such review, CONTRACTOR shall provide Director with a current update of all of CONTRACTOR'S expenditures and commitments of such funds during such COUNTY fiscal year or other applicable time period.
- 10.3 If COUNTY determines from reviewing CONTRACTOR'S records of service delivery and billings to COUNTY, that a significant underutilization of funds provided under this Contract will occur over its term, Director or COUNTY'S Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other provider. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to CONTRACTOR and to COUNTY'S Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by COUNTY'S Board of Supervisors. Any change in any Maximum Contract Sum shall be

effected by an amendment to this Contract pursuant to Part II, Changes and Amendments.

11.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled, "Living Wage Program" as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit B, Attachment M and incorporated by reference into and made a part of this Contract.

11.1 Payment of Living Wage Rates

Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below in Sub-section 11.5 of this Section:

11.1.1 Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

11.1.2 Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

11.2 For the purposes of this Section, "Contractor" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee"

means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 11.3 If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 11.4 If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 11.5 For purposes of the CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

11.6 CONTRACTOR's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (Exhibit B, Attachment N, Monthly Certification for Applicable Health Benefit Payments and Exhibit B, Attachment O, Payroll Statement of Compliance) or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.7 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

11.8 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of 24 hours' written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The

CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.9 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

11.10 Enforcement and Remedies

If the CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

11.10.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

11.10.1.1 Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.10.1.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely

difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

11.10.2 Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.11 Remedies for Payment of Less Than the Required Living Wage: If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

11.11.1 Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.11.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such

breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

11.11.3 Termination. The CONTRACTOR's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.12 Debarment: In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

11.13 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

11.14 CONTRACTOR Retaliation Prohibited

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Section may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

11.15 CONTRACTOR Standards

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment H, CONTRACTOR's Administration. CONTRACTOR shall notify 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 Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY Program Manager

The responsibilities of the COUNTY Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- 2.2 The COUNTY 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 Program Manager 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 section, 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.
- 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 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of 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 CHANGES AND AMENDMENTS

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and 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 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 by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 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:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 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 Contract Sum; and

7.4.4 Prior CEO and County Counsel approvals are obtained.

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 the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

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 the California Penal Code gain knowledge of, or reasonably suspect that a child has 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 Sub-Section 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 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

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

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

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

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

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

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

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes

compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

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

12.1.2 For contract 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).

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

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 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 other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment F, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any

California resident who is a full-time employee of CONTRACTOR. "Full-time" means 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 Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply

with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

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

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

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

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

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR ALERT REPORTING DATABASE

COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one 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.

21.2 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 (5) years or

be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 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 (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the 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.

21.8.1 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.

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

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/epls/search.do?multiName=true>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

23.0 CONTRACTOR'S WORK

23.1 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.

23.2 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.

24.0 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.

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX

REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the “CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM” paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 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.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 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.
- 27.2 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.

28.0 EVENTS OF DEFAULT

- 28.1 Default for Non-Performance

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

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

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

28.2 Default for Insolvency

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

28.2.1 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;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 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.

29.0 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.

30.0 FIXED ASSETS

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

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 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 18.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant position(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, Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

31.2 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).

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

32.0 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.

33.0 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.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 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.

34.2 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.

34.3 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.

34.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "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 C-3, CONTRACTOR’s Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement.”

35.0 LIQUIDATED DAMAGES

- 35.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 35.2 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. If 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-1, 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 (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted

and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

35.3 The action noted in Sub-section 35.2 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.

35.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 35.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 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'.)

37.0 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.

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

38.1 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.

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

- 38.3 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.
- 38.4 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.
- 38.5 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.
- 38.6 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.
- 38.7 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.
- 38.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 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.

40.0 NOTICE OF DELAYS

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

41.0 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.

42.0 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 B, Attachment E.

43.0 NOTICES

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

44.0 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.

45.0 PROPRIETARY RIGHTS

45.1 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.

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

45.3 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."

45.4 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 Act request for items described in

Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:

45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;

45.5.2 Any materials, data and information covered under Sub-section 45.2; and

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

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

45.7 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.

45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PUBLIC RECORDS ACT

46.1 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 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.

- 46.2 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.

47.0 PUBLICITY

- 47.1 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:

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

46.1.2 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.

- 47.2 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 section shall apply.

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 48.1 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.

- 48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the 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.
- 48.3 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).
- 48.4 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.
- 48.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon

demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 48.6 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.
- 48.7 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem,

and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

49.0 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.

50.0 SAFELY SURRENDERED BABY LAW

50.1 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.

50.2 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 G, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 SHRED DOCUMENT

51.1 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.

51.2 Documents for record and retention purposes in accordance with Subsection 48.1 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

52.1.1 CONTRACTOR has materially breached this Contract;

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

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

52.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, 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.

52.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 52.2 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.

52.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 52.3, 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.

52.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 52.1, 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 Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) 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.

52.5.1 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, Indemnification.

52.6 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.

53.0 TERMINATION FOR CONVENIENCE

- 53.1 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.
- 53.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 53.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 53.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 53.3 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.

54.0 TERMINATION FOR IMPROPER CONSIDERATION

- 54.1 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.
- 54.2 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.

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

55.0 TERMINATION FOR INSOLVENCY

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

55.1.1 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;

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

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

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

55.2 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.

56.0 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.

57.0 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.

58.0 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.

59.0 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.

60.0 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.

61.0 WARRANTY AGAINST CONTINGENT FEES

61.1 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.

61.2 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.

62.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



ATTEST:

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

By *[Signature]*

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

COUNTY OF LOS ANGELES

By *Mike Antonovich*
MAYOR ^{PRO TEM}, Los Angeles County
Board of Supervisors

CONTRACTOR

CHILDREN'S INSTITUTE, INC.

By *Mary M. Emmons*

Name Mary M. Emmons

Title President & CEO

By *[Signature]*

Name Nina Revoyr

Title Executive Vice President

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN F. KRATTLI, COUNTY COUNSEL

BY *[Signature]*
David Beaudet, Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

11 DEC 10 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

78085

STATEMENT OF WORK
FOR
INDIVIDUALIZED TRANSITION SKILLS PROGRAM (ITSP)

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES
STATEMENT OF WORK**

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
PART A - PREAMBLE	67
PART B – PROJECT FOUNDATION	68
1.0 BACKGROUND.....	68
2.0 DEFINITIONS	68
3.0 COUNTY PROGRAM MANAGEMENT	75
4.0 CONTRACTOR’S GENERAL RESPONSIBILITIES.....	76
5.0 CONTRACTOR’S STAFFING	77
6.0 DAYS/HOURS OF OPERATION.....	80
7.0 SERVICE DELIVERY LOCATION.....	80
PART C – SERVICE DESCRIPTION.....	82
8.0 PROGRAM GOALS.....	82
9.0 TARGET POPULATION AND PARTICIPATION REQUIREMENTS.....	82
10.0 SCOPE OF WORK.....	83
PART D - SERVICE REPORTS.....	101
11.0 ASSESSMENT REPORTS.....	101
12.0 MONTHLY REPORTS.....	101
13.0 QUARTERLY REPORTS	102
14.0 ANNUAL REPORTS.....	103
PART E - QUALITY ASSURANCE PLAN.....	104
15.0 CONTRACTOR’S QUALITY ASSURANCE PLAN (QAP).....	104
PART F - EVALUATION AND OUTCOME	105
16.0 EVALUATION AND OUTCOME.....	105
17.0 PERFORMANCE OUTCOME SUMMARY	106

SOW EXHIBITS

SOW Exhibit A-1	Performance Requirements Summary
SOW Exhibit A-2	Transitional Independent Living Plan (TILP) (1); Transition Age Youth Living Plan (TAY/LP) (2); and DCFS 5557 (3)
SOW Exhibit A-3	TAY Status Update
SOW Exhibit A-4	CONTRACTORS' ITSP Plan
SOW Exhibit A-5	Ansell-Casey Life Skills Assessment Form – YOUTH Level 4
SOW Exhibit A-6	Number of TAY to be served
SOW Exhibit A-7	Initial/Progress/Conclusion ITSP Assessment Report
SOW Exhibit A-8	User Complaint Report (UCR) Form

PART A - PREAMBLE

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

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

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART B – PROJECT FOUNDATION

1.0 BACKGROUND

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

2.0 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:

- 2.1 **Ansell-Casey Life Skills Assessment (ACLSA)** – means a tool used to conduct a baseline assessment of TAY's knowledge of life skills needed to exit care and become a Self-Sufficient Adult.
- 2.2 **Caregiver/Care Provider/Relative Caregiver** – means a TAY's relative, foster parent, or legal guardian, who has the responsibility for the care, custody and welfare of the TAY.

- 2.3 **CDSS** – means the California Department of Social Services (CDSS) which is the state entity that oversees Los Angeles County Department of Children and Family Services.
- 2.4 **Children’s Social Worker (CSW)** – means Social Worker(s) employed by the Department of Children and Family Services (DCFS) with the primary responsibility of managing caseloads of children who are under the supervision and custody of DCFS.
- 2.5 **Community** – means a local site where CONTRACTOR provides ITSP services to a TAY (i.e. Transitional Resource Center (TRC), Workforce Investment Act (WIA) Center, Community College, and Public Library).
- 2.6 **Community Based Organization (CBO)** – means an organization or organized body providing social services to individuals, families, and/or communities that benefits a targeted/identified community and has a significant influence and an effective voice.
- 2.7 **Community Based Programs** – means a program within the community that provides a high quality of services and/or resources in the areas of social services, life skills to promote advocacy and self-sufficiency for High Risk Youth.
- 2.8 **County Program Manager (CPM)** – means the individual designated by the County Program Director to manage the operations of this Contract.
- 2.9 **Contractor Program Director (CPD)** – means CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 2.10 **Child Welfare Services/Case Management System (CWS/CMS)** – means the statewide database system used by all county Child Protective Service Agency staff to record case specific information.
- 2.11 **Day** – means a calendar day unless otherwise specified.
- 2.12 **Daily Life Skills** – means a skill set, knowledgeable or acceptable behavior that accommodates self-sufficiency daily needs of life including, but not limited to: money management, food preparation, hygiene, basic literacy and numeracy, and organizational skills resulting in Self-Sufficient.
- 2.13 **DCFS** – means the Los Angeles County Department of Children and Family Services, a Child Protective Service Agency.
- 2.14 **Deputy Probation Officer (DPO)** – means Probation Officer(s) employed by the Probation Department who manages caseloads of children under the supervision and custody of the Probation Department.

- 2.15 **Department of Public and Social Services (DPSS)** – means the Los Angeles County Public Social Services Department that provides various social services including but not limited to Medi-Cal benefits, General Relief/General Assistance, CalWorks, and food voucher/stamps.
- 2.16 **Employment Development Department (EDD)** – means “The State of California” local government branch that administers the job service, unemployment insurance, disability insurance, Workforce Investment Act, and Welfare to Work program.
- 2.17 **Experiential Learning Tool** – means a tool that reflects how TAY participating in the Individualized Transition Skills Program (ITSP) will acquire knowledge, skills and learn by doing specific tasks.
- 2.18 **Extended Foster Care (EFC)** – means a program which allows California to extend foster care up to age 20 and subject to budget appropriation by the state legislature, up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by probation. The EFC Program allows foster youth to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age 18, as long as the foster youth is meeting participation requirements, living in an approved or licensed facility, and meeting other eligibility requirements.
- 2.19 **Foster Care** – means substitute care for children placed away from their parents or guardians and for whom the State agency has placement and care responsibility as stated in the court order. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, residential facilities, and pre-adoptive homes.
- 2.20 **Gainful Employment** – means any full-time employment that is profitable and/or suited to the ability and potentiality of the one employed.
- 2.21 **General Relief Opportunities to Work (GROW)** – means a program structured by the DPSS to provide employment opportunities for those ages 18 through 24 years of age including TAY who are in or preparing to exit the foster/probation systems.
- 2.22 **Group Activity/Group Session** – means an opportunity for Transition Development Specialist (TDS) to host a Session with a maximum of five TAY. Each Group Activity must meet the TAY’s individual goals and/or ensure Chafee Act Outcomes. Each TAY is limited to participate in two Group Activities (unless otherwise approved by the CPM).
- 2.23 **High Risk Behavior** – means participation in activities including, but not limited to: use of illegal substances, gang activity, unprotected sexual activity,

Absence without Leave (AWOL), and any other type of social and/or self-destructive behavior.

- 2.24 **Incarceration** – means confinement in a penal institution.
- 2.25 **Independent Living Program (ILP) Coordinator(s)** – means a Department of Children and Family Services and Probation Department's Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.
- 2.26 **ILP** – means the federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999) requires "Independent Living Program (ILP)" in which the Individualized Transition Skills Program is administered.
- 2.27 **ILP Eligible** – means status of being qualified to receive ILP services as defined by the DCFS YDSD according to state and federal regulations/guidelines. One of the following requirements must be met:
1. Federal Eligibility -
 - A. Were/are in Foster Care at any time from their 16th to their 19th birthday;
 - B. Were/are 16 years of age up to 18 years of age and in receipt of the Kinship Guardianship Assistance Payment Program (Kin-Gap - a relative guardianship status); or
 2. State Eligibility – who entered into a Non-Related Legal Guardianship, on or after the age of eight but before 16 years of age, and receiving Permanent Placement Services.
- 2.28 **Individualized Transition Skills Program (ITSP)** – means life skills training services provided by a CONTRACTOR to assist TAY, ages 16 through 20, successfully transition out of the Foster Care system. For the purpose of this program, TAY must be referred prior to his/her 19th birthday.
- 2.29 **Kin-GAP** - is a program established by the California Department of Social Services (CDSS) and implemented effective January 1, 2000. The KIN-GAP program provides financial assistance for children who are dependents of the court and are placed in out-of-home care with relative caregivers who are granted legal guardianship when dependency court jurisdiction is terminated. Youth who reside with a relative receiving KIN-GAP are eligible for services regardless of youth's age at time of case closure
- 2.30 **Kinship Resource Center** – means Kinship Care Services' mission is to provide information, resources, services and support to Relative Caregivers and their children to enhance the family unit promoting permanency, safety and reduced reliance on detentions.

- 2.31 **Kinship TAY** – means foster youth that reside with a Relative Caregiver including those determined as Kin Gap families.
- 2.32 **Level** – means the intensity of ITSP services CONTRACTOR provides to each Enrolled TAY based on the Ansell Casey Assessment and his/her Transitional Independent Living Plan (TILP) goals.
- 2.33 **Non-Marital Child Birth** – means a child born to an unwed male or female.
- 2.34 **National Youth Transition Database (NYTD)** – means National Youth in Transition Data Base; requires States to collect and report data to Administration for Children and Families (ACF) on youth who are receiving independent living services and on the outcomes of certain youth who are in Foster Care or who aged out of Foster Care.
- 2.35 **Non-Related Legal Guardianship** - a person not biologically related to the minor child under the age of 18, who has been appointed by a judge to take care of a minor child (called a "ward") personally and/or manage that person's affairs.
- 2.36 **Outcomes** – means the success of TAY transitioning out of the system that occurred because of CONTRACTOR's delivery of services.
- 2.37 **Period** – means a twelve-month period of CONTRACTOR's ITSP delivery of services to TAY and his/her Caregiver.
- 2.38 **Permanency** – means a TAY has a safe, stable, nurturing relationship achieved through maintaining an uninterrupted living situation.
- 2.39 **Permanent Placement Services** – means the activities designed to provide an alternate, permanent family for children who, because of abuse, neglect, exploitation, or abandonment, cannot safely remain at home, and who are unlikely to return home.
- 2.40 **Permanent Relationship** – means a TAY has a relationship with one or more adults that is life long and provides for a reliable support system.
- 2.41 **Performance Targets** – means the measurable benchmarks, which guide performance toward a desirable result.
- 2.42 **Placement Type** – means the type of placement in which a TAY resides (e.g. foster home, group home).
- 2.43 **Probation** – means the County of Los Angeles Probation Department.

- 2.44 **Program Goal** –means the ultimate impact that directs and focuses the program objective to be aligned with DCFS’ and Probation’s mission and vision for ILP TAY.
- 2.45 **Self-Advocacy** – means the TAY’s ability to intervene and/or address issues pertaining to his/her personal gain and development.
- 2.46 **Self-Sufficiency/Self-Sufficient** – means the TAY’s ability to manage personal affairs, make solid judgments, and provide for oneself (e.g. independent) and maintain Permanent relationships during his/her participation in ITSP.
- 2.47 **Self-Sufficient Adult**- means a person, age 18 or older that is able to manage his or her own personal affairs, make sound judgments, and provide for oneself.
- 2.48 **Session** – means a period of time (minimum of two hours) devoted to Individualized Transition Skills Program services provided in the home of the TAY/Caregiver or community location by CONTRACTOR’s TDS. Travel time related to curriculum such as a field trip (e.g. a one-on-one or with a TAY and Caregiver) or Group Activity/Group Session is allowed to be included in the Session. TDS must transport TAY or TAY and Caregiver to qualify to include travel time in Session for invoicing purposes.
- 2.49 **Statement of Work (SOW)** – means a document describing the requirements for the services to be provided under this Contract, the deliverables associated with these services, and the relationship between the COUNTY (DCFS and Probation) and CONTRACTOR throughout the term of the Contract.
- 2.50 **Team Decision Making (TDM) - DCFS / Multidisciplinary Team (MDT) - Probation** – means a conference held on behalf of a TAY to discuss his/her status, progress and develop or enhance goals to meet his/her needs within a specific timeframe.
- 2.51 **Transition** – means the act of changing from one state to another; the act of changing from a dependent TAY to a Self-Sufficient Adult.
- 2.52 **Transition Age Youth (TAY)** – means a Foster or Probation youth, ages 16 through 20, who is ILP Eligible and is preparing to exit or have exited the Foster Care system, including those considered out-of-county.
- 2.52.1 **Referred TAY** – means a TAY including Out-of-County TAY identified to benefit from and is eligible to receive ITSP services by the CONTRACTOR, but has not been assessed.
- 2.52.2 **Enrolled TAY**- means a TAY who is enrolled in ITSP, but has not completed more than 50% of the ITSP.

- 2.52.3 **Enrolled Out-of-County TAY** – means a TAY who is enrolled in ITSP, but his/her originating county of jurisdiction is outside of Los Angeles County, and has not completed more than 50% of the ITSP.
- 2.52.4 **Re-enrolled TAY** – means a TAY who was previously enrolled in ITSP and has been re-enrolled to finish the term remaining in the two year ITSP. Re-enrolled TAY who completes more than 50% of the ITSP will be counted as Participated TAY for statistical purposes.
- 2.52.5 **Participated TAY** – means an Enrolled/Enrolled Out-of-County/Re-Enrolled TAY who completed at least 51% of the ITSP and used for purpose of Outcome Measures.
- 2.53 **Transition Age Youth Independent Living Plan (TAY/ILP)** – means a written plan to map the course of action required to assist a TAY during his/her transition to adulthood. This document is applicable to TAY that have exited care (former Foster youth) or in the Kin Gap Program.
- 2.54 **Transition Conference (TCON)** – means meeting where a transition plan for foster youth 14 and older is developed prior to the TAY emancipating or aging out of Foster Care. The plan is to be developed at the direction of the TAY and should be as detailed as the TAY decides. The TAY should be encouraged to include in this process their Caregiver, family member, mentor or other adult(s) important to the TAY.
- 2.55 **Transitional Independent Living Plan (TILP)** - means a written plan to map the course of action required to transition the TAY from Transition to independent adulthood. This document is applicable to TAY currently in Foster Care.
- 2.56 **Transitioning Out of Care** – means that the Juvenile and Dependency court has terminated court jurisdiction over TAY that received DCFS or Probation services.
- 2.57 **Transition Development Specialist (TDS)** – means a CONTRACTOR's staff (TDS) member who provides individualized transition skills training to TAY and their Caregiver in his/her home or Community.
- 2.58 **Welfare Institution Code (WIC) 827** - means the legal code that governs rights for a TAY to have access to or receive information about his/her juvenile case files.
- 2.59 **Workforce Investment Act (WIA)** – means the “Workforce Investment Act” for which Youth Programs are prescribed to provide employment opportunities to youth 14 through 20 years old who are low income and at-risk TAY through a variety of work and continuing education services. The

programs provide paid and un-paid employment, summer employment and occupational skills.

- 2.60 **Vital Documents** – means important documents that are necessary to show proof of birthplace, residency and citizenship and to be self sufficient. (e.g. Birth Certificate, Social Security Card and Identification).
- 2.61 **Youth Development Services Division (YDSD)** – 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.

3.0 COUNTY PROGRAM MANAGEMENT

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

- 3.1 CPM or designee will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 3.2 CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 3.3 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 3.4 CPM is responsible for daily management of Contract operation and overseeing monitoring activities, as identified in the Contract, Exhibit B – Attachment I, County's Administration.
- 3.5 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and CPD, authorized representative(s) or their designated alternates.
- 3.6 CPM or designee will review and approve monthly invoices and all financial statements.
- 3.7 CPM will provide CONTRACTOR with a User Complaint Report (UCR), (SOW, Exhibit A-8) for every instance in which tasks defined in Part C, Service Description, to achieve Performance Outcome Goals of the SOW are not met.
- 3.8 The CPM or designated County staff will monitor and conduct random site visits to assess CONTRACTOR's performance in accordance to the Contract.
- 3.9 The CPM and CPD shall coordinate all Contract activities.

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 CONTRACTOR shall maintain a designated office space, telephone, fax, and e-mail accounts for staff that will be working under this Contract, throughout the term of the Contract.
- 4.2 CONTRACTOR shall furnish all equipment, supplies and training materials necessary to perform all the services in accordance with this Statement of Work.
- 4.3 CONTRACTOR shall not schedule or conduct any meetings or negotiate any agreement on behalf of the COUNTY or DCFS.
- 4.4 CONTRACTOR shall not utilize any employee whose work has been deemed deficient and unacceptable by the CPM.
- 4.5 CONTRACTOR shall maintain communication with the ILP Coordinators (and case-carrying CSW/DPO) as long as the (Referred, Enrolled, Enrolled Out-of-County, Re-Enrolled, Participated) TAY remains in this program.
- 4.6 CONTRACTOR shall communicate with the ILP Coordinators regarding the results of any assessments (Ansell-Casey Life Skills Assessments and/or assessment tool selected by the COUNTY).
- 4.7 CONTRACTOR shall meet quarterly (or as needed) with the CPM and designated DCFS/Probation ILP personnel to review training strategies and discuss access to the Program Goals and eight Chafee outcomes as referenced in Part C, Section 8.0, Program Goals of SOW.
- 4.8 CONTRACTOR shall have a full staff by start of the third month of the Contract start date.
- 4.9 CONTRACTOR shall designate a Contractor Program Director (CPD) who is responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. CPD is identified in the Contract, as referenced in Exhibit B – Attachment H.
- 4.10 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 4.11 CONTRACTOR shall notify CPM of CONTRACTOR's proposed green initiative outlined in their proposal and any new green initiatives prior to the contract commencement.

5.0 CONTRACTOR'S STAFFING

CONTRACTOR shall provide a CPD, supervisory staff, additional administrative support, and clerical staff, as necessary, to ensure its success in providing the deliverables set forth in this Contract. CONTRACTOR shall do its best to hire staff that reflects the cultural diversity (approximate ethnicity mix of 11% Whites, 56% Hispanics, 29% African American, 2% Asian/Pacific Islander, 0.4% American Indian and 0.6% Filipino) of the population served for this Contract and are committed to offer uninterrupted services described in Part C of Statement of Work, to meet the needs of the TAY. CONTRACTOR shall ensure no staff perform dual roles/tasks (staffing assignments.) CONTRACTOR shall ensure any staff, who has direct physical contact with a TAY shall pass the Tuberculosis (TB) test and drug testing prior to initial contact. The following positions are essential to CONTRACTOR's performance under this Contract:

5.1 Contractor Program Director (CPD)

- 5.1.1 CPD must have a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, counseling, child development, or a closely related field and a minimum of five years experience working with the target demographic. CPD must be full-time staff dedicated to this Contract.
- 5.1.2 CPD or alternate must be available to receive telephone calls, pages, or e-mail between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on observed COUNTY holidays as referenced in Part B, sub-section 6.2 of the SOW.
- 5.1.3 Timely communication between DCFS/Probation and CONTRACTOR is necessary. CPD maintains the flow of information on management and policy changes between CONTRACTOR and DCFS/Probation, and must return the CPM's telephone calls and/or e-mail messages no later than the following business day, except on observed COUNTY holidays.
- 5.1.4 CPD or alternate shall participate in other agencies' meetings, conferences and ILP training sessions related to ITSP.
- 5.1.5 CPD staff shall meet a minimum of three times per year with relevant DCFS/Probation personnel, or their community partners and/or subcontractors, to review training strategies, discuss issues/concerns, and assess progress toward outcomes and performance targets.
- 5.1.6 CPD shall participate and ensure CONTRACTOR staff participate in a minimum of three trainings with topics that shall include, but not be limited to: (1) Mandated Reporter Training, (2) Mediation (Conflict Resolution) Skills, and (3) Education System to include Special

Education, Public, Private and County Resources annually. CONTRACTOR shall provide proof/certificates of completion.

- 5.1.7 CPD shall conduct a criminal background check (live scan) including the Child Abuse Index for all staff providing in home support services or have direct contact with TAY.
- 5.1.8 CPD shall develop and implement a contingency plan to ensure continuous ITSP services to the TAY. If there is an anticipated or unanticipated disruption of services, CONTRACTOR shall provide written notification to the CPM and identified county designee. CONTRACTOR shall ensure services restart within four weeks of the disruption.
- 5.1.9 CPD shall conduct an exit meeting with the TAY, or TAY and Caregiver. This meeting will occur 60 days prior to the anticipated ITSP completion date and prepare all parties for case closure. The topics addressed should include, but not be limited to: when the final assessment will occur, when the final incentive payment will be disbursed (if applicable), the final survey and any other topics that may arise and are TAY specific. If a TAY does not complete the ITSP for any reason, CONTRACTOR shall follow the process noted in SOW, Part C, sub-section 10.7.1.5.
- 5.1.10 CPD shall develop and implement a mutual agreement process to reflect their intent to address the individual needs of the Referred TAY.
 - 5.1.10.1 This process must address how CONTRACTOR will evaluate a TDS and TAY match to ensure the quality of services is maximized. Mutual agreement shall be placed in the TAY's case file which is subject to review by the CPM or designee.
 - 5.1.10.2 If there is a need to re-match a TDS and a TAY, CONTRACTOR shall provide written notification of the change to the CPM and designee within five calendar days of completion of the re-match.

5.2 Transition Development Specialist (TDS)

- 5.2.1 CONTRACTOR shall hire and maintain the appropriate number of TDSs to meet the TAY population served in ITSP. To qualify as a TDS, he/she must possess a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, sociology, counseling, child development, public administration or a closely related field; minimum two years experience working with the target population with Community Based Programs in the area of self-sufficiency life skills and social services.

- 5.2.2 CONTRACTOR shall administer a COUNTY approved Nationally recognized life skills assessment tool (such as the Ansell Casey Life Skills Assessment (ACLSA) Form – TAY Level 4 (SOW Exhibit A-5 and also available on the Casey Programs website at the following link: www.caseylifeskills.org/pages/assess/assess_aclsa.htm) to conduct baseline assessment of the Referred TAY to determine his/her level in relation to the eight Chafee outcomes, as referenced in the Part C, sub-section 8.2 of this Statement of Work.
- 5.2.3 TDS shall execute individualized transition skills training in the home or Community for TAY and the Caregiver.
- 5.2.4 CONTRACTOR will ensure that the TDS will provide primarily in-home ITSP sessions and community based ITSP sessions (when applicable) in accordance with Part C, sub-sections 10.2 and 10.4 of the SOW for the TAY and his/her Caregiver. The TDS must have an automobile, a valid California Driver's License and current automobile insurance. The TDS shall provide transportation for the TAY (and Caregiver when available) when necessary to meet the eight Chafee outcomes.
- 5.2.5 TDS shall provide services and support to the TAY throughout the TAY's participation in ITSP. TDS shall continue to provide services and support if the TAY relocates during his/her participation in ITSP, as this continuity of support is a critical aspect of ITSP.
- 5.2.6 TDS shall maintain a caseload of up to 20 TAY at a time. Part-time TDS (if approved by the COUNTY) shall maintain a caseload of up to 10 TAY at a time.
- 5.2.6.1 For purpose of preparation time needed for this program, COUNTY may waive the caseload requirement for the first two months of the contract term.
- 5.2.6.2 CONTRACTOR shall make available the required number of TDSs to train up to the number of TAY to be served identified in SOW Exhibit A-6, by the first day of the third month of the Contract.
- 5.2.7 TDS shall use effective recruiting methods to encourage all Referred TAY or Referred TAY and Caregiver to participate in ITSP.

5.3 Bilingual Staff

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

6.0 DAYS/HOURS OF OPERATION

6.1 CONTRACTOR shall provide Individualized Transitions Skills services throughout Los Angeles County, on days and during hours that are responsive to the needs of the target population. The TDS must be available to provide services to TAY during hours that TAY is available including evenings and weekends. Services shall start after 9:00 a.m. and end before 9 p.m. The TAY's Caregiver must approve any Sessions requiring a different start or end time.

6.2 CPD or alternate shall be available during the COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY inquiries and to discuss problem areas and shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract. CONTRACTOR shall not be required to work on the following COUNTY holidays:

- New Year's Day
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day, (Last Monday in May)
- Independence Day
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day

6.3 CPD shall be available via telephone at a toll free number to address emergency situations during non-business hours.

7.0 SERVICE DELIVERY LOCATION

CONTRACTOR's service delivery location shall be within the region for which the ITSP Contract is awarded. Sessions located outside of its region shall require CPM approval.

7.1 Should the TAY receiving ITSP services relocate within Los Angeles County, TDS will continue to serve the needs of the TAY in his/her new location.

7.1.1 CONTRACTOR may submit a request to obtain waiver of the continuation of TDS/TAY match if relocation of TAY is not practical to continue match. CONTRACTOR shall submit this request to the CPM for review and approval.

- 7.2 CONTRACTOR shall provide a continuum of services to TAY that may relocate outside of Los Angeles County.
- 7.3 CONTRACTOR shall ensure that the service delivery is in the home of the TAY or at a community based site near their residence or in their defined Community.
- 7.4 CONTRACTOR shall use community based sites for Group Activity (e.g. Independent City, employment workshops, financial aid workshops) for TAY and their Caregivers. A Group Activity shall be limited to a maximum of five TAY. However, the TAY shall not participate in more than two Group Activities during his/her participation in ITSP. The Group Activities shall assist in meeting the individual ITSP goals for each TAY, as well as ensure Chafee Outcomes.

PART C – SERVICE DESCRIPTION

8.0 PROGRAM GOALS

The goal of the Individualized Transition Skills Program contract is to enhance the Daily Life Skills to promote Self-Sufficiency of a TAY.

- 8.1 ITSP TAY have knowledge of how to access information via training, workshops and/or activities related to the program goals: (1) Educational Attainment; (2) Post Graduation and Linkage; (3) No Barriers to Self Sufficiency; (4) Possessing of Daily Life Skills; (5) Self Advocacy Skills; (6) Health Information, Prevention and Insurance; (7) Applying for and receiving Social Services or other Financial Assistance; (8) Permanent Relationship/Connection; (9) Prepare for Gainful Employment; and (10) Safe and Affordable Housing.
- 8.2 The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) requirements and the eight Chafee Outcome Measures: 1) Receiving High School Diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Homelessness; 6) Nonmarital childbirth; 7) Incarceration; and 8) High-risk behaviors.

9.0 TARGET POPULATION AND PARTICIPATION REQUIREMENTS

- 9.1 ITSP will serve all TAY referred by the COUNTY.
 - 9.1.1 The ITSP services provided by the CONTRACTOR are meant to focus on TAY; however, his/her Caregiver should participate in the program, but will not be mandated to participate.
- 9.2 TAY enrolled in ITSP shall participate on a voluntary basis for 24 consecutive months.
 - 9.2.1 A TAY who exits the ITSP prior to the 24th month may request to re-enroll in ITSP, but is only eligible to receive services for the remaining months in his/her original ITSP plan, if approved.
- 9.3 Number of Referrals and TAY to be Served
 - 9.3.1 CONTRACTOR agrees to accept all referrals and understands that the number of TAY referred and to be served may vary from month to month. The COUNTY does not guarantee a minimum number of TAY to be served per month or contract period. CONTRACTOR shall be able to provide services to the number of TAY specified in SOW Exhibit A-6 per month for the ITSP.

10.0 SCOPE OF WORK

10.1 SUMMARY

- 10.1.1 CONTRACTOR shall manage and operate ITSP that will provide training, guidance, and assistance to TAY to achieve Self-Sufficiency. The CONTRACTOR's program plan shall enable TAY to receive in-home (or community based) services. The services shall address the needs of the TAY. Additionally, the in-home trainings and/or applicable community based trainings should involve the TAY's Caregiver.
- 10.1.2 The CONTRACTOR's program plan and activities shall include the TAY, and the Caregiver whenever possible. Program plan shall include, but not limited to all ten Program Goals as referenced in Part C of the SOW.
- 10.1.3 CONTRACTOR shall develop and implement a general two-year ITSP model plan aimed to achieve the program goals and outcomes as outlined in Part C, Section 8.0 and sub-section 10.4, and Part F, 17.0 of the SOW. This plan shall address the three levels of needs listed in sub-section 10.1.3.1, and shall include use of the TILP or TAY/LP and the COUNTY approved life skills assessment tool. Upon the receipt of the assessment results, CONTRACTOR shall personalize the general ITSP plan for each TAY based on the assessed level.
- 10.1.3.1 Level of needs is defined as follows: Level 1 means the TAY has been assessed to possess self sufficiency skills requiring four hours of ITSP services per month. Level 2 means the TAY has been assessed and would benefit from four and a half hours of ITSP services per month. Level 3 means the TAY would benefit from five hours of ITSP services per month.
- 10.1.4 CONTRACTOR's two-year ITSP plan shall be designed to ensure that each TAY receives the required amount of hours a month for his/her assessed level.
- 10.1.4.1 CONTRACTOR shall provide a minimum of two Sessions per month for each TAY, for a minimum of 24 Sessions per Period.
- 10.1.4.2 Each ITSP Session shall address at least one of the Chafee outcomes. ITSP will address and meet the individualized needs as defined by the eight Chafee Outcomes referenced in Part C, sub-section 8.2. The

CONTRACTOR may use the goals indicated in the TILP or TAY/LP as a reference to guide them in meeting the TAY's individualized needs.

10.1.5 The TDS shall complete a quarterly assessment/evaluation (Part D, Section 13.0 of SOW) of the program progress of each TAY to determine the effectiveness of the program.

10.1.6 CONTRACTOR shall submit a request for review and approval to the CPM prior to providing service delivery over the required hours per assessed level.

10.1.6.1 CONTRACTOR shall submit request to CPM during month 18 of plan.

10.1.7 The request shall include supporting documentation of each TAY's individual needs, goals with potential timelines for ITSP completion for review. The CPM or designee will provide a response within three business days of receipt of this request. An approved extension shall not exceed eight additional Sessions for a total of 12 hours, unless approved and communicated by the CPM.

10.1.7.1 If request for additional service delivery is authorized, the agreed number of additional Sessions must be completed by the end of the 24th month.

10.1.8 CONTRACTOR shall acquire and maintain full signatures and dates from all TAY participants and their Caregivers for all ITSP services rendered during Sessions.

10.1.8.1 These documents will be provided to the CPM or County designee curing technical review and/or upon request.

10.2 ITSP PROMOTION AND LINKAGE

10.2.1 CONTRACTOR shall promote the Individualized Transition Skills services within Los Angeles County.

10.2.2 Deliverable 1

CONTRACTOR shall motivate both the TAY and the Caregiver to participate in ITSP by referencing their TILP or TAY/LP goals and discuss applicable topics with them indicating how their ITSP involvement will assist them in becoming Self-Sufficient as it pertains to the eight Chafee outcomes. Topics to be discussed include, but are not limited to: (1) educational attainment (including post secondary education); (2) acquiring employment opportunities (3) obtaining/maintaining an appropriate housing plan and (4)

demonstrate knowledge of how to obtain his/her important/vital documents to ultimately assist in their transition to self sufficiency.

10.2.3 Deliverable 2

CONTRACTOR shall identify and develop connections, partnerships and/or relations to promote linkages to public and private resources that may enhance the TAY's strengths and address their challenges. This shall include, but is not limited to, Los Angeles County DCFS and Probation regional offices, Los Angeles County departments such as the Department of Mental Health, the Department of Public Social Services; Work Source Centers One-Stop Centers, and state entities/partners such as the Regional Centers, the Department of Rehabilitation, the Employment Development Department, applicable Community Based Organizations and available tutoring services.

10.3 REFERRALS

10.3.1 In-County Referrals

10.3.1.1 COUNTY case carrying CSW or Probation Liaison will forward the required referral documents: (1) Transition Independent Living Plan (TILP) for TAY with an open services case or Transition Age Youth/Living Plan (TAY/LP) for TAY with a closed case such as former foster/probation youth or Kin-GAP TAY and (2) the DCFS 5557 (SOW, Exhibit A-2) to DCFS/ Probation ILP Coordinators who will refer TAY, to CONTRACTOR for services. These forms and any other forms referenced in this SOW are subject to change at the sole discretion of the COUNTY.

10.3.1.2 The ILP Coordinators shall make all referrals to CONTRACTOR via fax, email or mail.

10.3.1.3 Referrals must include either a TILP and DCFS 5557 or a TAY/LP and DCFS 5557. CONTRACTOR shall return any referrals without the required documents to the ILP Coordinator within one business day after discrepancy was identified.

10.3.1.3.1 CONTRACTOR shall provide services to the Referred TAY after upon receipt of the TILP or TAY/LP, and DCFS 5557.

10.3.1.3.2 CONTRACTOR shall start Sessions no later than by first day of the third month of the Contract start date.

10.3.2 Processing In-County Referrals

10.3.2.1 CONTRACTOR shall complete Deliverables 1 through 5 within five business days of receipt of the referral.

10.3.2.1.1 Deliverable 1

CONTRACTOR shall acknowledge receipt of the referral by submitting a TAY Status Update (SOW, Exhibit A-3) via fax to the referring ILP Coordinator/Probation Liaison.

10.3.2.1.2 Deliverable 2

CONTRACTOR shall match/assign a TDS to the Referred TAY.

- If TAY is re-enrolling in ITSP, CONTRACTOR shall re-match the Re-enrolled TAY with his/her original TDS before matching/assigning a new TDS.
- CONTRACTOR shall match/assign TDS to TAY by geographical location of the TAY.

10.3.2.1.3 Deliverable 3

TDS shall contact the TAY and his/her Caregiver immediately upon receipt of the referral to share his/her role and schedule a date and time for the assessment (COUNTY approved life skills assessment) to occur.

10.3.2.1.4 Deliverable 4

TDS shall use an agreement form, developed by the CONTRACTOR, signed by the TAY or TAY and Caregiver stating their willingness to participate in ITSP. Agreement shall be maintained in the TAY's ITSP case file maintained by the CONTRACTOR.

10.3.2.1.5 Deliverable 5

TDS shall administer the applicable assessment tool as referenced in sub-section 10.4.2 below to Referred TAY.

10.3.3 Out-of-County Referrals

10.3.3.1 CONTRACTOR shall ensure that ITSP services (i.e. core services) are provided to all Out-of-County TAY via Los Angeles County Out-of-County Coordinator. Each Enrolled Out-of-County TAY shall receive ITSP services up until they

terminate from placement or return to the county of jurisdiction.

10.3.3.1.1 CONTRACTOR shall implement an ITSP curriculum for the Enrolled Out-of-County TAY based on the individualized goals of the TAY's TILP, which will originate from the county of jurisdiction.

10.3.3.1.2 Referrals not received via the Out-of-County Coordinator will not be claimable.

10.3.3.1.3 CONTRACTOR will not be penalized for failing to implement a two-year ITSP curriculum for an Enrolled Out-of-County TAY who reunifies from care prior to meeting the two-year curriculum goal.

10.3.3.1.4 All required reporting and correspondence will be directed to the Out-of-County Coordinator.

10.4 PROGRAM DELIVERABLES

10.4.1 Service Delivery for ITSP shall assist TAY in becoming Self-Sufficient Adults. However, TAY often exit care with lack of knowledge and ability to do so. The program deliverables below will assist the TAY with the support and knowledge needed to transition to becoming Self-Sufficient Adults. He/she will know how to meet their educational goal, meet their employment goals, secure and maintain appropriate housing and acquire his/her vital documents. These aforementioned self sufficiency areas and the following service deliveries will assist TAY in becoming Self-Sufficient Adults.

10.4.1.1 The ITSP services provided by CONTRACTOR are meant to focus on TAY to enhance his/her ability to become Self-Sufficient.

10.4.1.2 CONTRACTOR shall develop an ITSP Session sign-in log to take every Session. The TAY, Caregiver and the TDS shall sign and date Session sign-in log for each Session. The Session sign-in logs shall be submitted to the CPM on a weekly basis.

10.4.2 Life Skills Assessment

CONTRACTOR shall use a COUNTY approved Nationally recognized life skill assessment tool such as the Ansell-Casey Life Skills Assessment Form –TAY Level 4 (SOW Exhibit A-5 and also available on the Casey Family Programs' website at the following link:

www.caseylifeskills.org/pages/assess/assess_aclsa.htm) to conduct a baseline assessment (initial life skills assessment) of the Referred TAY to determine his/her level in relation to the eight Chafee outcomes as referenced in sub-section 10.4.3 below. COUNTY, at its sole discretion, may request CONTRACTOR to utilize a different life skills assessment tool, if the current COUNTY approved life skills assessment tool has been determined to be insufficient at any time throughout the term of the Contract.

10.4.2.1 Deliverable 1

CONTRACTOR shall administer a COUNTY approved life skills assessment to the Referred TAY for ITSP to determine his/her ITSP level to initiate services as referenced in Part C, sub-section 10.4.3, of the SOW.

10.4.2.2 Deliverable 2

CONTRACTOR shall re-administer the life skills assessment at the beginning of the TAY's participation in ITSP and every six months to determine his/her ITSP progress and may use the TAY's score as evidence to support issuance of incentive payments as referenced in Part C, sub-section 10.5 Individualized Transition Skills Program Participant Incentives. CONTRACTOR shall administer a total of five life skills assessments for each TAY completing ITSP.

10.4.3 ITSP Program Plan and Chafee Outcomes

CONTRACTOR shall provide a program plan (e.g. an Experiential Learning Tool) to meet the ten program goals and the eight Chafee Act outcomes. CONTRACTOR shall provide ITSP services up to the maximum number of TAY served for ITSP referenced per month in SOW Exhibit A-6. COUNTY does not guarantee that the number of TAY requiring services will be the number of ITSP TAY identified in SOW Exhibit A-6 per month. The number of TAY requiring services may vary on a month-to-month basis due to ILP eligibility for referrals and TAY participation. Program plan shall include:

10.4.3.1 Receiving a High School Diploma

CONTRACTOR shall ensure the TAY will receive services, including tutoring referrals that will result in TAY receiving his/her High School Diploma.

10.4.3.1.1 Deliverable 1

TDS shall provide educational mentoring including consistent review of academic records to determine if TAY is making progress to pass the California High School Exit Exam (CAHSEE) and/or acquire a High School Diploma, General

Education Diploma (GED) or a California High School Proficiency Certificate.

10.4.3.1.2 Deliverable 2

TDS shall meet with the TAY and Caregiver to ensure he/she is timely enrolled in classes to graduate as required by their respective school district, and provide assistance to ensure he/she is knowledgeable of and/or enrolled in classes that meet the A-G requirements (A. History/Social Science – 2 years; B. English 4 years required; C. Mathematics – 3 years required, 4 years recommended); D. Laboratory Science-2 years required, 3 years recommended); E. Language Other than English (Foreign Language) – 2 years required, 3 years recommended (two years of the same language); F. Visual & Performing Arts – 1 year required; G. College Preparatory Electives – 1 year required) necessary to pursue a post secondary education.

10.4.3.1.3 Deliverable 3

TDS shall ensure TAY or TAY and Caregiver meets with the High School Counselor, Career Counselor and/or Foster Youth Educational Liaison as needed.

10.4.3.1.4 Deliverable 4

TDS shall provide resources to TAY, or TAY and Caregiver including, but not limited to: improving study skills, educational and tutoring referrals and other relevant educational enhancement services.

10.4.3.1.5 Deliverable 5

TDS shall provide academic resources to TAY or TAY and Caregiver that can support the TAY's educational (TILP or TAY/LP) goals.

10.4.3.1.6 Deliverable 6

TDS may attend meetings (e.g. TILP, Transition Conference, Team Decision Making (TDM), 90-Day TILP) that address the academic needs of the TAY.

10.4.3.1.7 Deliverable 7

TDS shall ensure the TAY has basic knowledge of computer use including Microsoft Suite (Word,

Excel, Power Point and Access) and internet research ability.

10.4.3.1.8 Deliverable 8

TDS shall ensure TAY or TAY and Caregiver are aware of resources including, but not limited to: the YDS website: <http://www.ilponline.org> (Education Section), <http://www.Careerzone.com> and The ABC's of Transition and the Independent Living Program manual at (www.publiccounsel.org).

10.4.3.2 Continuing Education Attainment

CONTRACTOR shall ensure the TAY will receive information that will assist in his/her continuing education.

10.4.3.2.1 Deliverable 1

The program plan shall illustrate how the TDS will provide assistance to TAY and Caregiver in understanding all his/her options for graduation including community college, a 4-year college/university and vocational/education or training.

10.4.3.2.2 Deliverable 2

TDS shall provide TAY and Caregiver with assistance in completing the enrollment process including admission applications, Equal Opportunity Program/Equal Opportunity Program Services (EOP/EOPS) applications, Financial Aid Applications, Scholarship/Sponsorship Applications, Educational/vocational grants, Cal Grants, Chafee Educational Vouchers, upon exiting care Guardian Scholars (or applicable program) applications and campus housing applications (if post secondary education is desired).

10.4.3.2.3 Deliverable 3

TDS shall refer TAY and Caregiver to financial aid workshops at a local community site when necessary.

10.4.3.3 Avoiding Non-Marital Child Birth

CONTRACTOR shall ensure the TAY receives vital information that will result in him/her avoiding Non-Marital Child Birth.

10.4.3.3.1 Deliverable 1

TDS shall provide educational information pertaining to dating; Non-Marital Child Birth prevention, parenting (when applicable), planned parenthood/contraception, safe sex and sexually transmitted diseases (STDs).

10.4.3.4 Avoiding High Risk Behavior

CONTRACTOR shall inform TAY of what High Risk Behaviors are and provide strategies on how he/she can avoid High Risk Behaviors.

10.4.3.4.1 Deliverable 1

TDS shall educate/advise the TAY or TAY and Caregiver of High Risk Behaviors including, but not limited to: violence, gang activity, alcohol/substance abuse, unhealthy eating/diet, domestic violence, lack of respect for authority/law enforcement and criminal/self destructive behaviors/activities resulting in legal ramifications.

10.4.3.4.2 Deliverable 2

TDS shall distribute resources and/or make referrals such as mental health counseling or an after-school or gang prevention program to prevent or re-direct high-risk behavior.

10.4.3.5 Avoiding Incarcerations

CONTRACTOR shall provide TAY strategies on how to avoid Incarceration.

10.4.3.5.1 Deliverable 1

TDS shall inform TAY or TAY and Caregiver of various ways to avoid Incarcerations.

10.4.3.5.2 Deliverable 2

TDS shall educate TAY or TAY and Caregiver on ways to prevent any involvement or contact with the criminal justice system that is negative. The topics should include, but is not limited to: avoiding gang affiliation, citations, tickets, fines or warrants (Metropolitan Transit Authority (MTA) or criminal), fraudulent activity (i.e. identity theft and bad check writing), vandalism and assault.

10.4.3.5.3 Deliverable 3

TDS shall provide TAY information on how to seal a juvenile court record (if necessary).

10.4.3.5.4 Deliverable 4

TDS shall share information with TAY or TAY and Caregiver on how to acquire legal assistance via Public Counsel, Alliance for Children's Rights and other No/Low Cost Legal Consultation/Assistance agency.

10.4.3.5.5 Deliverable 5

TDS shall ensure the TAY knows how to access all important documents from DCFS/Probation departments, including proof of county dependency prior to exiting care.

10.4.3.6 Gaining Employment

The Workforce Investment Act (WIA) of 1998 requires employment programs (WIAs) to provide services to eligible youth (low income, foster children, pregnant and parenting teens) ages 14 through 20 years of age that include employment services. The goal of the WIA is for participants to receive education and employment services resulting in successful trainings and supportive services resulting in their workforce readiness and leadership development.

As a result, of the excelling rate of unemployment it is essential that each TAY is prepared for the workplace. CONTRACTOR shall prepare each TAY for Gainful Employment.

10.4.3.6.1 Deliverable 1

TDS shall link TAY to local employers to ensure exploration of career options, on-the-job training programs, including participation in job tours/shadowing, volunteer and/or internship opportunities.

10.4.3.6.2 Deliverable 2

TDS shall register/link TAY at local WIA employment/training service centers such as: Employment Development Department (EDD), WorkSource, One Stop Centers, CalJobs, DPSS GROW (if eligible) in their respective communities. CONTRACTOR shall provide proof of registration for each Enrolled TAY.

10.4.3.6.3 Deliverable 3

TDS shall assist the TAY in completing an assessment to determine his/her skill/occupational

levels and interest such as <http://www.careerzone.com>.

10.4.3.6.4 Deliverable 4

TDS shall assist the TAY to develop strategies to meet their employment goal.

10.4.3.6.5 Deliverable 5

TDS shall provide the TAY with employment preparation services including, but not limited to: resume writing, completing an employment application, securing potential job leads, interviewing techniques/skills, be work ready, explore career options, strategies for seeking and retaining employment.

10.4.3.6.6 Deliverable 6

TDS shall inform/describe to TAY the basic pre-employment skills such as dressing appropriately for an interview and in the workplace, and Job Guidance including, but not limited to: the importance of time management and displaying a positive attitude daily.

10.4.3.6.7 Deliverable 7

TDS shall assist TAY in acquiring and/or retaining employment for a minimum of two months (e.g. summer employment (when available), with the ability to use as a reference and serve as sufficient work experience resulting in Gainful Employment.

10.4.3.6.8 Deliverable 8

TDS shall provide the TAY with examples of how to read and understand a check stub including hours worked/paid, tax deductions, health benefit cost and the difference in gross and net income.

10.4.3.6.9 Deliverable 9

TDS shall inform the TAY or TAY and Caregiver of community occupational/vocational programs such as Job Corps, Conservation Corps, non-profit organizations and internet resources including, but not limited to: the YDS website: <http://www.ilponline.org> (Career/Job Section), <http://www.careerzone.com> and the ABC's of Transition and the Independent Living Program Manual at (www.publiccounsel.org).

10.4.3.6.10 Deliverable 10

CONTRACTOR shall provide resources available from Legal Aid Foundation of Los Angeles and the State Labor Commission regarding the rights of employees in the workplace to be free from discrimination in hiring and for fair wages and pay for overtime.

10.4.3.6.11 Deliverable 11

CONTRACTOR shall inform the TAY of County and City processes for employment and assist TAY in applying for civil service positions (examinations) in relation to the COUNTY goal four county departments to hire current and former foster youth.

10.4.3.7 Attaining Self-Sufficiency

CONTRACTOR shall provide services to TAY with specific information and training regarding Daily Life Skills including, but not limited to: personal maintenance and personal responsibility to result in their success as Self-Sufficient Adults.

10.4.3.7.1 Deliverable 1

CONTRACTOR shall include activities that enable the TAY to build self confidence and enhance self-esteem.

10.4.3.7.2 Deliverable 2

TDS shall ensure the TAY will be knowledgeable of Daily Life Skills including, but not limited to: Self-Advocacy, problem solving, conflict-resolution, social skills, interpersonal skills, coping skills, survival skills and networking.

10.4.3.7.3 Deliverable 3

TDS shall provide the TAY with information and in-home/community based training on Daily Life Skills including, but not limited to: financial management/budgeting including paying and disputing bills; establishing and maintaining a personal savings and checking account; how to purchase groceries; how to prepare meals; how to clean and maintain a household; knowledge regarding consumer rights and resources; how to address landlord/tenant and/or property ownership issues; how to use public transportation, how to

purchase an automobile; addressing tickets and/or fines; have knowledge of how to protect/avoid/resolve identity theft issues; possess basic computer/internet skills; and have knowledge about consumer rights and resources.

10.4.3.7.4 Deliverable 4

TDS shall ensure the TAY or TAY and Caregiver will obtain or receive information on how to access his/her vital/important documents such as Birth Certificate; Social Security Card; immunizations records; medical records; health and education passport; Social Security Income (SSI) card; California Identification/Driver's License; acquiring or proof of citizenship or residency; and proof of dependency status.

10.4.3.7.5 Deliverable 5

TDS shall ensure the TAY has knowledge of procedures for requesting and reviewing documents such as court reports under WIC 827.

10.4.3.7.6 Deliverable 6

TDS shall ensure the TAY receives information regarding health and mental health services/resources including, but not limited to: counseling, Medi-Cal, the re-application/extension/replacement process and accessing specialized medical services.

10.4.3.7.7 Deliverable 7

TDS shall assist the TAY in understanding what is necessary to retain health care, including Medi-Cal, ensure he/she receives information specifically related to his/her medical needs and how to meet them.

10.4.3.7.8 Deliverable 8

TDS shall ensure the TAY has knowledge of how to access any and all social service departments such as DPSS and other sources of support including but not limited to Social Security Income (SSI), CalWorks, General Relief (GR)/General Assistance, Temporary Assistance for Needy Families (TANF), Food Stamps and Child Support.

10.4.3.7.9 Deliverable 9

TDS shall ensure the TAY has information about all available ILP services, how to access ILP services, including completion of a detailed virtual tour of the official the Los Angeles County's YDS website: <http://www.ilponline.org>.

10.4.3.7.10 Deliverable 10

TDS shall ensure the TAY is scheduled to visit the local Transition Resource Center (TRC) within 30 days of their 18th birthday or within 90 days of their dependency case closure to meet with a DCFS/Probation ILP Coordinator/staff and acquire the contact information for future services. CONTRACTOR shall only use other service sites that are approved by the ILP Coordinator or the CPM.

10.4.3.7.11 Deliverable 11

TDS shall also ensure that the Kinship TAY or Kinship TAY and Caregiver visits and/or receives information about a DCFS Kinship Resource Center www.lacdcfs.org and the resources available (a visit is required if it is logistically feasible).

10.4.3.7.12 Deliverable 12

TDS shall also refer the TAY and/or the Caregiver to various CBOs that provide services that may benefit their well being and assist in their transition to self sufficiency (e.g. State Department of Rehabilitation).

10.4.3.7.13 Deliverable 13

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

10.4.3.8 Avoiding Homelessness

CONTRACTOR shall ensure the TAY is knowledgeable of how to avoid homelessness and acquire permanent housing.

10.4.3.8.1 Deliverable 1

The TDS shall inform the TAY of what safe, affordable housing is, how to acquire safe and affordable housing and/or transition into safe or affordable housing when they exit care.

10.4.3.8.2 Deliverable 2

TDS shall provide the TAY with tools/resources such as 211 and <http://www.ilponline.org> as well as complete exercises via <http://www.careerzone.com> that will result in his/her awareness of how to avoid homelessness.

10.4.3.8.3 Deliverable 3

TDS shall assist the TAY with a housing plan and secure stable housing including Extended Foster Care when appropriate.

10.4.3.8.4 Deliverable 4

TDS shall provide information to the TAY or TAY and Caregiver including, but not limited to: how to acquire housing, retain housing, paying rent/bills, resolve landlord-tenant issues, budgeting, and other local, state, transitional housing and federal housing programs, prior to their dependency case closing.

10.4.3.8.5 Deliverable 5

TDS shall inform the TAY or TAY and Caregiver of the importance in participating in the 90-Day Transition Planning Conference where TAY can be assessed for appropriate housing referrals (e.g. transitional housing, mental health). TDS shall participate in the 90-Day Transition Planning Conference.

10.5 ITSP PARTICIPANT'S INCENTIVES

10.5.1 CONTRACTOR shall ensure each TAY who participates in ITSP receives payment incentives based on his/her progress in meeting his/her ITSP goals as referenced in sub-section 10.5.1.1 and 10.5.1.2 below.

10.5.1.1 Deliverable 1

CONTRACTOR shall provide the TAY with four monetary incentives of \$75 each to reward the TAY every six months. One \$75 incentive payment shall be awarded every six months. Incentives are to be disbursed when TAY achieves

an ITSP goal anytime within a six month period, as defined in the SOW, Part C, Section 8.0 Program Goals. The ITSP goals developed for each TAY shall focus on the following self sufficiency areas: (1) educational goal; (2) acquire and/or an employment opportunity including an internship or volunteer opportunity; (3) obtain/maintain appropriate housing (plan) and (4) demonstrate the knowledge of how to obtain his/her important/vital documents such as a birth certificate, social security card and California ID/Driver License; proof of citizenship; academic records. Proof of relevant documentation and incentive distribution shall be maintained in the ITSP files for each TAY.

10.5.1.1.1 The disbursement of the incentives must be documented including proof of receipt by TAY to include the following identifying information for each TAY paid the incentive: full name of the TAY, date of birth, TAY's signature, the case number, case-carrying CSW/DPO and ILP Coordinator. CONTRACTOR shall maintain a log of all such incentive payments.

10.5.1.2 Deliverable 2

CONTRACTOR shall submit a request to the CPM if any other individualized goals other than those noted above are identified. The CPM will provide a decision to the CONTRACTOR approving or denying the request within five business days.

10.6 TILP OR TAY/LP UPDATES

10.6.1 The TILP or TAY/LP shall be updated by DCFS case carrying CSW and/or Probation support staff every six months for all Foster/Probation TAY.

10.6.1.1 Deliverable 1

CONTRACTOR shall contact the ILP Coordinator 30 days prior to the next scheduled TILP or TAY/LP date to request a current TILP or TAY/LP for each Enrolled TAY. CONTRACTOR shall contact the ILP Coordinator to request the assigned CSW/DPO to conduct the TILP or TAY/LP update meeting. The meeting shall include CSW/DPO, TAY, Caregiver and TDS.

10.7 TAY STATUS UPDATE

10.7.1 CONTRACTOR shall prepare TAY Status Update (SOW Exhibit A-3) for each TAY referred. Each sheet in the log shall have the following

identifying information for each of the program participants: first and last name of the TAY, date of birth, the State number, Placement Type, TDS Name, Assessment Date, and DCFS/Probation ILP Coordinator.

10.7.1.1 Initial Documentation

CONTRACTOR shall provide TAY Status Update within five business days to the ILP Coordinator to confirm receipt of the referral(s).

10.7.1.2 Non Compliance/Unresponsive to Services

CONTRACTOR shall submit TAY Status Update for each TAY to the ILP Coordinator within three calendar days for reasons including, but not limited to: no timely notification of a change in placement, drop out, he/she refuses to cooperate or a no show. The ILP Coordinator will provide a copy of the TAY Status Update to the case carrying CSW/DPO. CONTRACTOR shall provide TAY Status Update proposing a termination of services noted in subsection 10.7.1.5 below for review by the ILP Coordinator and the CPM if there are consistent instances of non-compliance and unresponsiveness after ITSP services have been initiated.

10.7.1.3 Incomplete Assessment

CONTRACTOR shall submit TAY Status Update to the ILP Coordinator if their staff is unable to complete a life skills assessment. CONTRACTOR's staff shall document the reasons in the TAY Status Update and shall submit the TAY Status Update to the ILP COORDINATOR within ten calendar days of the incomplete assessment visit or of the last date of the attempted visit. The ILP Coordinator will provide a copy of the TAY Status Update to the case carrying CSW/DPO.

10.7.1.4 Completion of ITSP Goals

For each TAY served, TDS shall submit the TAY Status Update to the ILP Coordinator within 10 calendar days of the TAY's completion of each ITSP goal. The TAY Status Update shall include specific information regarding the sessions/workshops he/she participated in during the applicable timeframe to include the total numbers of sessions/workshops and hours per TAY. There should also be notation including an incentive payment amount to a TAY including the amount, date and time he/she received the incentive payment.

10.7.1.5 Termination of Progress for ITSP

CONTRACTOR shall submit TAY Status Update to the ILP Coordinator notifying them of proposal to terminate service delivery. A Termination of Progress is required when the TAY participant has demonstrated unresponsiveness and/or non compliance for participation in ITSP. In addition to the TAY Status Update, CONTRACTOR shall provide a copy of all records including quarterly reports, a transcript of services provided to TAY (and Caregiver when applicable) including dates of contacts, status of ITSP goals, dates and amounts of incentive payments issued as well as TAY signatures for validation of receipt. This notification must occur within five calendar days of the date that CONTRACTOR was notified. The ILP Coordinator will review the information (with consultation with the case carrying CSW/DPO and CPM or identified designee when necessary) and respond to the CONTRACTOR with notification to terminate or re-initiate ITSP services. A TAY's ability to start or stop ITSP services is subject to review of the CPM.

- 10.7.1.6 The ILP Coordinator shall provide a copy of the TAY Status Update and attachments to the case carrying CSW/DPO.

PART D - SERVICE REPORTS

11.0 ASSESSMENT REPORTS

11.1 ITSP Assessment Reports

11.1.1 CONTRACTOR shall provide the following reports to the DCFS/Probation ILP Coordinator within ten calendar days after the assessment test was administered for each TAY.

- COUNTY approved life skills assessment report
- Initial/Progress/Conclusion ITSP Report (SOW Exhibit A-7)

11.1.2 In the event that CONTRACTOR is unable to complete an assessment, CONTRACTOR shall document the reasons in the TAY Status Update as referenced in Part C, sub-section 10.7.1.3.

12.0 MONTHLY REPORTS

12.1 CONTRACTOR shall develop and provide reports based on services provided during the previous month to the CPM or designee on 15th day after the applicable calendar month (unless otherwise specified below) via email.

12.2 CONTRACTOR shall categorize all reports by referring ILP Coordinator and include the following: TAY's full name, age at the time of the report, date of birth, State Identification number, Placement Type, assigned CSW/DPO, referral date, enrollment date, and completion date, and shall include data to differentiate DCFS and Probation TAY when applicable.

12.3 CONTRACTOR shall provide additional reports/feedback to the CPM or designated staff including service delivery for a specific TAY upon request or a specific group of youth (e.g. age, service, Placement Type) within a 24 hour period or an agreed upon time between the COUNTY and CONTRACTOR.

12.4 CONTRACTOR shall submit a Monthly Cumulative Report containing Summary Report, Referral Report, Life-Skill Assessment (Ansell-Casey) Report, ITSP Report, Probation Report, and any additional reports deemed necessary by the CPM. The report shall provide data based on Service Planning Areas and differentiate the DCFS and Probation TAY.

12.4.1 Monthly Cumulative Report

CONTRACTOR shall maintain records on the number of TAY enrolled ITSP Services. The records shall reference relevant services necessary to develop the required reports for ITSP services provided to each Enrolled TAY or TAY and Caregiver. The Cumulative report (e.g. Microsoft Excel with referenced reports per worksheet) shall be provided to the CPM and other COUNTY designee.

12.4.2 Monthly Summary Report

CONTRACTOR shall develop and provide to the CPM, by the 15th day of every month, a Monthly Summary Report of all services. The Summary report shall include the following: total number of referrals; total number of referrals returned (incomplete or unable to contact); total number of refusals; total number of life skills assessments completed; total number enrolled in ITSP; total number of TAY who completed ITSP; total number of TAY who showed improvement after completion of ITSP; total number of TAY who completed the survey; total number of TAY linked to WIA Career Development Centers and/or CalJobs; total number of TAY linked to educational supports and resources including tutoring; total number of TAY linked to TRC's and total number of TAY linked to Kinship Centers and/or additional Community Based Programs.

12.4.3 Monthly Referral Report

This report shall list all Referred TAY for the month and required information as referenced above in sub-section 12.2.

12.4.4 Monthly Life-Skill Assessment Report

This report shall list all the TAY who have been assessed during the reporting month and required information as referenced above in sub-section 12.2.

12.4.5 Monthly ITSP Report

This report shall include the topic of each of ITSP session and hands-on workshops offered during the previous month. The report shall include number of TAY who dropped out or refused participation. This report shall also include the pre and post life skill assessment scores, total number of sessions/hours completed, date of linkage to Workforce Source Centers (WIA) and CalJobs, date of Transition Resource Center scheduled visit and required information as referenced above in sub-section 12.2.

12.4.6 Monthly Probation Report

This report shall list all Probation TAY receiving ITSP services.

12.4.7 Additional Reports

COUNTY shall have the sole discretion to request additional reports from CONTRACTOR. CONTRACTOR shall submit reports as requested.

13.0 QUARTERLY REPORTS

- 13.1 CONTRACTOR shall develop and provide quarterly progress reports for each ITSP TAY addressing his/her progress/status to the ILP Coordinator within five calendar days of the date marking the quarter for each TAY receiving

ITSP services (or as needed). This progress report shall address the completion of the TAY's ITSP goals in relation to the eight Chaffee Act Outcomes.

- 13.2 The ILP Coordinator and CSW/DPO will review the report and communicate with CONTRACTOR regarding any concerns. CONTRACTOR shall respond to their concerns and/or requests within three calendar days.
- 13.3 CONTRACTOR shall provide progress reports as needed upon request to ILP Coordinator for a court date or relevant meeting (e.g. Team Decision Making (TDM) Transition Conference (T-Con), 90 Day Transition Plan) where this information can be beneficial. The progress report shall address the TAY's ITSP (and/or TILP or TAY/LP) goals; include a transcript noting ITSP topics covered and his/her status in relation to meeting the eight Chaffee Act Outcomes.

14.0 ANNUAL REPORTS

- 14.1 At the end of each contract year, CPD shall submit to the CPM an aggregated report of the findings. This report shall be submitted by the 30th day of June of each contract year based on the Performance Requirements Summary (PRS) as referenced in the SOW Exhibit A-1.
 - 14.1.1 This report shall include, but not be limited to: the total number and percentages of TAY or TAY and Caregivers enrolled, total number participated, total number of sessions and hours completed, total number dropped and total number completed the ITSP program. The annual report provided shall include CONTRACTOR's recommendations for program enhancement.

PART E - QUALITY ASSURANCE PLAN

15.0 CONTRACTOR'S QUALITY ASSURANCE PLAN (QAP)

15.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (provided in its Proposal) to assure the requirements of the contract are met. The CPM will review CONTRACTOR's QAP and provide CONTRACTOR with requested changes if conflicting procedures are identified or procedural changes are made. If the CPM request changes in CONTRACTOR's QAP, CONTRACTOR shall make such changes and resubmit the plan for approval within five business days of request.

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

15.1.2 The QAP must explain how policies and procedures will be disseminated, implemented and utilized by CONTRACTOR staff.

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

15.3 The CPM or other personnel, authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the Quality Assurance Plan specified in its Proposal in response to the Statement of Work and SOW Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with, Section 24.0, COUNTY's Quality Assurance Plan, of the Contract.

PART F - EVALUATION AND OUTCOME

16.0 EVALUATION AND OUTCOME

Evaluative functions are used to set measurable targets for the CONTRACTOR's program operation and to use those targets to test the effectiveness and efficiency of the services and supports. Evaluative information should also be used to determine the degree to which ongoing practice remains faithful to the original model and to incorporate ongoing innovations into the continuous improvement of that model. Additionally, client satisfaction surveys also assist in the evaluative process and will be applicable to this contract.

16.1 CONTRACTOR shall cooperate with and participate in the COUNTY's independent evaluation conducted by a contracted vendor of this project; including designating agency staff to work directly with the COUNTY designated evaluator and CPM to establish tracking systems to gather data information relevant to all aspects of the evaluation design.

16.2 The data collection and tracking systems required of CONTRACTOR shall include, but not be limited to: client profiling, client characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided by CONTRACTOR, and survey instruments. CONTRACTOR shall perform data entry to support these activities.

16.2.1 CONTRACTOR may be required to use a COUNTY web-based application for purposes of tracking. Use of this web-based application will be determined prior to contract commencement.

16.3 COUNTY will develop a client satisfaction survey to be administered by the CONTRACTOR to all ITSP participants (e.g. Enrolled TAY and Participated TAY) and Caregivers upon completion of the service delivery. This survey template is expected to be completed within 15 days prior to the end of services. The survey analysis completed by the Evaluation Team and its findings will be used by CPM as baseline for information regarding services.

17.0 PERFORMANCE OUTCOME SUMMARY

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Safe and Affordable Housing to Avoid Homelessness (This performance outcome is related to Chafee Outcome #7 and #8)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Possess the knowledge and resources to avoid homelessness including knowledge/information on retaining housing, landlord-tenant issues, saving, and other local, state, and federal housing programs, prior to exiting care. • Be assessed/screened at 90 Transition Planning Conference to make appropriate housing referral (e.g. transitional housing, mental health). 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) of rental/lease applications mock and official copies</p>	<p>75% of Participated TAY will demonstrate he/she has knowledge of safe and affordable housing.</p> <p>25% of Participated TAY ages 18 -20 will acquire housing prior to case closure.</p> <p>85% of Participated TAY will secure transitional or housing prior to case closure.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Possess Self-Advocacy Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Possess the ability and skills to advocate for themselves to obtain necessary services and supports. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will have increased knowledge of Self-Advocacy skills.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will Possess Daily Life Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Have enhanced self confidence/esteem; • Acquire problem solving, conflict resolution, social, coping, interpersonal and survival skills; • Have financial literacy; • Have established and maintained a bank account (savings or trust accounts); • Know how to purchase groceries; • Know how to prepare meals with proper food handling; • Possess knowledge of how to clean and maintain a home and laundry; • Possess knowledge of landlord tenant and home purchasing issues; • Know how to use public transportation and/or acquire a Driver License; • Possess basic computer/ internet skills; • Possess personal responsibility skills for his/her actions; and • Possess knowledge about consumer rights resources; • Obtain or know how to obtain Vital records; • Receive information about Health/Mental Health, Medi-Cal, ILP, DPSS, Kinship and Other beneficial resources. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) reflecting both copies of applications and acquired vital documents</p>	<p>90% of Participated TAY demonstrate increased knowledge of Daily Life Skills.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will Possess Daily Life Skills to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Prepared for Gainful Employment (This performance outcome is related to Chafee Outcome #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will receive job preparation training including:</p> <ul style="list-style-type: none"> • Be work ready (linked to employers; explore careers, participate in job fairs, tours/shadowing, volunteer and/or internship opportunities; • Be linked/registered at an Employment Development Department One-Stop Center (e.g. One Source California Youth Program and CalJobs) DPSS GROW; • Completing a work assessment via Career Zone and developing strategies to meet job/career goal; • Resume writing, completion of employment applications, dressing appropriately, interviewing techniques and obtaining and retaining a job; • Have held at least one job for 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>75% of Participated TAY will be either be prepared (registered at a (WIA) Work Source/One Stop Centers employment program and CalJobs) for gainful employment or be employed.</p> <p>25% of Participated TAY able to work will be gainfully employed.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Prepared for Gainful Employment (This performance outcome is related to Chafee Outcome #6)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
two (2) or more months (paid and non-paid) while in care, with the ability to use the supervisor as a reference; and <ul style="list-style-type: none"> • Understanding how to read check stub including taxes and benefits; and • Know of additional/community resources. 		

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Meet All Mandated Requirements Including passing the California High School Exit Exam (CAHSEE) to Attain a High School Diploma/GED or pass the California High School Proficiency Exam and Post-Graduation Options and Linkage.		
(This performance outcome is related to Chafee Outcome #1)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Demonstrate academic progress to receive/earn a High School Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate; and • Be in possession of a High School Diploma, General Educational Development (GED) Diploma or acquire a California High School Proficiency Certificate. <p>TAY will:</p> <ul style="list-style-type: none"> • Understand all of the options for post-graduation, including but not limited to community college, 4-year college, and vocational education or training; • Be linked to post graduate programs (including help with completing college or vocational school applications and all relevant financial aid documents); and • Be in a position or enrolled in college or a vocational school with secured financial aid if post secondary education is his/her desire. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes, Education and tutoring referrals</p> <p>Contractor generated reports, youth surveys, CWS/CMS, NYTD, Exit Outcomes, Review of Contractor case files via a Quarterly Technical Case Review (Audit) reflecting copies of educational related copies requested and/or acquired ITSP</p>	<p>80% of Participated TAY will attain their educational goal(s) listed in his/her TILP or TAY/LP.</p> <p>75% of Participated TAY will have an increased knowledge of how to attain their post secondary goal(s).</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Health Information, Prevention Information, Insurance and Services/Resources (This performance outcome is related to Chafee Outcome #3, #4 and #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
TAY will: <ul style="list-style-type: none"> • Know how to complete the Medi-Cal re-application/extension documents; • Have knowledge of preventive health activities (including substance abuse prevention, smoking avoidance, nutrition education, pregnancy prevention); and be in receipt of mental health counseling, as appropriate; • Have information about social services programs including mental health services and other health services including how to access them. 	Contractor generated reports, life skills assessment scores, Youth surveys, CWS/CMS, NYTD, Exit Outcomes	90% of Participated TAY will demonstrate knowledge of how to access health and prevention information, insurance, services and resources.

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: Applied for and Receiving Social Services or Other Financial Assistance, as Needed to Attain Self Sufficiency (This performance outcome is related to Chafee Outcome #2 and #7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Demonstrate the ability to access social services including (Supplemental Security Income (SSI), CalWORKs, General Relief/General Assistance, Food Stamps and other sources of financial support to which he or she would be eligible for upon exiting care; • Referred to the ILP Program and /or receiving ILP/Chafee services; • Applied for or have an open savings and/or trust fund accounts (if applicable); • Knowledge of financial Aid, Cal Grants, Workforce Investment Act funded programs; and • Has visited local DCFS YDS Transition Resource Center and met and acquired the ILP Coordinator's name (and/or Community Worker's) and contact information. 	<p>Contractor generated reports, youth surveys, life skills assessment scores CWS/CMS, NYTD, Exit Outcomes</p>	<p>90% of Participated TAY will demonstrate increased knowledge of public benefits that they may be eligible for.</p>

PERFORMANCE OUTCOME SUMMARY		
PROGRAM: Individualized Transition Skills Program (ITSP)		
PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY		
PROGRAM GOAL AND OUTCOME: TAY will have no barriers to self sufficiency (This performance outcome is related to Chafee Outcome #2,4, 5 &7)		
OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Be aware of how to address tickets/fines; • Have vital records (Birth Certificate, California ID, California Driver license, Social Security Card; immunization/medical records; • Receive information about how to seal/expunge Juvenile Court records and how to obtain the support to do so, if eligible; • Be aware of identity theft and how to prevent becoming a victim; • Have proof of legal immigration status; • Have citizenship or residency, • Have proof of Juvenile Court dependency; • Complete financial aid applications; • Have access to documents under WIC 827 (e.g. court reports); • Receive information about all available ILP services including how to access them and www.ILPOnline.org; and Public Counsel's A, B, C's of Transition and the Independent Living Program Manual at www.publiccounsel.org . 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD, Exit Outcomes</p>	<p>85% of Participated Enrolled TAY will have no barriers to self sufficiency.</p>

PERFORMANCE OUTCOME SUMMARY

PROGRAM: Individualized Transition Skills Program (ITSP)

PROGRAM TARGET GROUP: DCFS/Probation ITSP Participated TAY

PROGRAM GOAL AND OUTCOME: Permanent Relationship

(This performance outcome is related to Chafee Outcome #7)

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<p>TAY will:</p> <ul style="list-style-type: none"> • Be referred to available mentors and mentoring programs while in care; • Have at least one connection with a family member/members who are supportive or family finding has been conducted to locate appropriate family members; and • Have at least one connection to an adult who will provide assistance, advice, and support in both good and difficult times upon exiting care. 	<p>Contractor generated reports, youth surveys, life skills assessment scores, CWS/CMS, NYTD</p> <p>Review of Contractor case files via a Quarterly Technical Case Review (Audit) of form completion documenting the TAY's permanent connection/relationship</p>	<p>75% of Participated TAY will have a permanent connection and relationship.</p>

EXHIBIT A-1				
PERFORMANCE REQUIREMENTS SUMMARY				
	CONTRACT REQUIREMENTS	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
1.	CONTRACTOR shall provide 96 to 120 ITSP hours per TAY in accordance with the eight Chafee Outcomes and Program Deliverables in Part C, Section 10.0 Scope of Work of the SOW.	CONTRACTOR shall ensure 90% of the Enrolled/Participated TAY will meet their educational goals listed in their education requirements, will learn Daily Life Skills, be prepared for gainful employment, obtain/maintain a housing plan, learn and benefit from all ITSP information and resources to become Self-Sufficient Adults.	<p>CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include program monitoring/audits in accordance with Part E, Quality Assurance Plan of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).</p> <p>COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).</p>	The County may terminate this contract in accordance with section 53.0, Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached or if CONTRACTOR receives a written notice (Including User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval
2.	CONTRACTOR shall complete the Initial/Conclusion Assessment Report and	CONTRACTOR shall ensure 80% of Initial Assessment Reports (life skills assessments)	CONTRACTOR shall develop and a process to document the occurrence and	The County may terminate this contract in accordance with section 53.0 Termination for Default if the whole or

	submit it to the referring ILP Coordinator within 10 business days of receiving a referral in accordance with Part D, Section 11.0 Assessment Reports.	will be completed and submitted to the referring ILP Coordinator within 10 business days of the initial assessment.	submission of Initial/Conclusion Assessment Reports that are completed and submitted to the COUNTY. This process shall be shared with the COUNTY CPM and clearly documented in all case files for the duration of the contract.	any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached. If CONTRACTOR receives a written notice (Including a User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the COUNTY a response within forty-eight (48) hours a written corrective action plan to the COUNTY for review and approval.
3.	CONTRACTOR shall provide a continuum of services to TAY served in accordance with section Part D, Section 11.0 of the SOW.	CONTRACTOR shall ensure 85% of Enrolled/Participated TAY will have a continuum of services.	CONTRACTOR shall submit monthly reports and shall maintain records of all services in case file for the duration of the contract. Additional methods may include: program monitoring/audits in accordance with Part D, Section 12.0 of the SOW and feedback from collaborative partners (e.g., DCFS, DPSS, CEO).	
4.	CONTRACTOR shall complete and provide all Reports to the CPM, COUNTY designee or ILP Coordinator by the 15 th of each month, CONTRACTOR shall provide the Annual Report to the CPM and/or designee by June 30 th of the Contract year in accordance with PART D, Section 14.0 of the SOW.	CONTRACTOR shall ensure 95% of all required reports will be provided to CPM by the 15 th day of each month and the Annual Report will be provided by June 30 th of the contract year.	COUNTY will also reference other sources to include but not be limited to the YDS ES/ILP Data Tracking System, CWS/CMS (a Statewide Database), YDS participant/satisfaction surveys, Evaluation feedback and the National Youth Transition Database (NYTD).	
5.	CONTRACTOR shall hire staff	CONTRACTOR shall ensure	CONTRACTOR shall maintain	The County may terminate this contract

	<p>in accordance with Section 5.0 and ensure completion of a criminal background checks including a Child Abuse Index for all staff prior to employment in accordance with Part B, sub-section 5.1.7 of the SOW. CONTRACTOR shall ensure staff receive training in accordance with Part B, sub-section 5.1.6 of the SOW.</p>	<p>100% of the contracted staff hired for this contract will meet the specified requirements, have a criminal background check inclusive of a Child Abuse Index prior to employment and complete the mandatory trainings.</p>	<p>documentation to validate all staff meet the minimum requirements, they have passed the criminal investigation background check and completed the mandated trainings in all personnel file for the duration of the contract. CONTRACTOR shall submit copies of the criminal background checks to the CPM as requested.</p>	<p>in accordance with section 53.0 Termination for Default if the whole or any part of this Contract, if, in the judgment of the CPM, Contractor has materially been breached.</p> <p>COUNTY at its sole discretion may deduct \$1000 from the CONTRACTOR's invoice for each sustained incident where a TAY receiving ITSP services is matched with contracted staff that has not completed or cleared all background checks.</p>
6.	<p>CONTRACTOR shall match/assign a TDS to provide ITSP services to TAY in accordance with Part C, sub-section 10.3.2.1 of the SOW.</p>	<p>CONTRACTOR shall ensure 75% of the TDS's providing ITSP services are matched with the TAY served for the duration of this contract.</p>	<p>CONTRACTOR shall submit written copies of its matching criteria to the CPM at the beginning of the contract, whenever updates occur or as requested by the CPM.</p>	<p>If CONTRACTOR receives a written notice (Including a User Complaint Reports/UCR's) noting non compliance with the SOW. In this instance, CONTRACTOR shall submit to the CPM a response within forty-eight (48) hours a written corrective action plan for review and approval. In addition, the COUNTY may impose a single deduction from the CONTRACTOR's invoice in the amount of \$200.00.</p>

- 1. Transitional Independent Living Plan (TILP);**
- 2. Transition Age Youth Living Plan (TAY/LP); and**
- 3. DCFS 5557**

(Next 5 Pages)

Transitional Independent Living Plan & Agreement

Youth: _____ Date of Birth: _____ Age _____ Ethnicity _____
 Address: _____

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

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

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

Service goals and activities to be addressed in the plan:

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

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

Activities are individualized to help meet a specific goal. Example – if high school graduation is a goal, the youth directed activity might be to attend classes regularly with no tardies for the next 6 months.

For youth participating in ILP services, activities are reportable as ILP Delivered Services in CMS. The social worker shall select from one or more of the following ILP Service Types that an individualized completed activity fits in:

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

- I understand that if I am employed as part of this plan, my earned income will be disregarded, as the purpose of my employment is to gain knowledge of needed work skills, habits and responsibilities to maintain employment. (WIC 11008.15)
- I understand that I can retain cash savings up to \$10,000 under this plan in an insured savings account and any withdrawal requires the written approval of my social worker/probation officer and must be used for purposes directly related to my transitional goals. (WIC 11155.5)
- I understand that I will receive assistance to obtain my personal documents and information about financial aid for postsecondary education/training.(WIC 16001.9)

Transitional Independent Living Plan & Agreement

Youth: _____ DOB: _____ Age: _____ Ethnicity: _____

Case Worker Name: _____ Case Worker phone: _____

TILP 6-month timeline: _____ to _____. Date Independent Living Needs Assessment completed: _____

- If I have not participated in the ILP program before, I agree to participate now.
- Based on the assessment of my level of functioning, the following transitional goals and activities meet my current needs.

Goal	Activity	Responsible Parties	Planned Completion date	Progress Date
Goal #1:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #2:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal # 3:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.
Goal #4:				<input type="checkbox"/> Met Goal Date _____ <input type="checkbox"/> Satisfactory Progress <input type="checkbox"/> Needs more time/assistance. <input type="checkbox"/> Goal needs modification.

This Agreement will be updated on: _____ Update # _____

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

Youth's signature

Date

Caregiver's signature

Date

Social Worker/Probation Officer signature

Date

Youth Development Services			
Los Angeles Department of Children and Family Services and Probation			
Instructions To Youth: <i>The purpose of this plan is to capture the goals you would like to achieve and the support you need from your Transition (ILP) Coordinator over the next 6 months. This plan can help you stay focused and organized as your progress toward accomplishing each goal. Your Transition (ILP) Coordinator will help you achieve your goals.</i>			
TRANSITION AGE YOUTH LIVING PLAN (TAY/LP)			

Name Of Youth:			State ID # (Staff Only)		Social Security Number XXX-XX-		
Birth Date:	Age:	Sex:	Ethnicity:		Primary Spoken Language <input type="checkbox"/> English <input type="checkbox"/> Other		
Current Address:				City:	State:	Zip Code:	
Telephone Number:		E-mail Address:		CAREGIVER'S NAME		Marital Status:	
I am a parent	<input type="checkbox"/>	Parent Of #	<input type="checkbox"/>	Expectant Parent	<input type="checkbox"/>	N/A	
School Attending/Last Attended:				Grade:			
High School Graduation / GED Date:				IEP/Special Education Date:			
Court Termination Date: (staff only):				Extended Foster Care?			

SCHOOL/EDUCATIONAL/VOCATIONAL TRAINING PLAN

Currently, I am:

<input type="checkbox"/>	Attending high school/GED Program	Name of school:	
<input type="checkbox"/>	Attending college	Name of college:	ID #
Number of units completed:		Current grade point average:	
<input type="checkbox"/>	Receiving financial aid, scholarships, and/or grant money		
Educational Goals:			
I plan to attend		Name of school:	
I have applied for Financial Aid (FAFSA)		Yes <input type="checkbox"/>	No <input type="checkbox"/> If No When:
I am currently attending a vocational training program at:		Name of school:	
<input type="checkbox"/>	I need assistance with (specify):		

EMPLOYMENT STATUS

<input type="checkbox"/>	Unemployed	<input type="checkbox"/>	Employed	<input type="checkbox"/>	Full-time	<input type="checkbox"/>	Part-time	Hours worked per week:
Employer:				How long employed?				
<input type="checkbox"/>	I do not have a job but, I am seeking employment/volunteer work.							
Registered with a Work Source Center (WIA)		Yes <input type="checkbox"/>	No <input type="checkbox"/>					
I am currently enrolled in:			<input type="checkbox"/>	Military service branch:				
<input type="checkbox"/>	California Conservation Corps.	<input type="checkbox"/>	Job Corps	<input type="checkbox"/>	Americorps			
<input type="checkbox"/>	I need assistance with (specify):							

CURRENT HOUSING STATUS/HOUSING PLAN

My current living situation is:

<input type="checkbox"/>	Rent/own housing	<input type="checkbox"/>	Share rent with others	<input type="checkbox"/>	Stay in college dorm
<input type="checkbox"/>	Live with friends	<input type="checkbox"/>	Live in board & care	<input type="checkbox"/>	Live with relatives
<input type="checkbox"/>	Live in county or other transitional housing.	Name of Program:		<input type="checkbox"/>	SILP
<input type="checkbox"/>	Homeless	<input type="checkbox"/>	Live w/care provider/guardian	<input type="checkbox"/>	Live with parent(s)
<u>Housing plan</u>					
I plan to live with:					
I am interested in/ or need assistance with:					
<u>Health Insurance Plan</u>					
What is your health insurance plan? If you are not eligible for extended Medi-Cal, where do you plan to get health insurance from?					
Continuing Support Services (i.e. mental health, health services) Plan:					
Family, Other Permanent Connection, Mentor:					
I plan to stay connected to family and other adults (include names)					

Resource phone numbers and websites:

ILP toll free number 1 (877) MY ILP 411 http://www.ilponline.org	Youth Ombudsman Office: (213) 351-5720 Other Resources _____ _____ _____	Department of Public Social Services (DPSS) 1 (877) 597- 4777
Medi-Cal Health Insurance Benefits application or to extend coverage 626-569-2968 or 626-569-2948		Edelman's Children's Court (323) 526-6646

FINANCIAL RESOURCES

My sources of income include:

<input type="checkbox"/>	Work	<input type="checkbox"/>	CalWORKs	<input type="checkbox"/>	Cooperative for Assistance and Relief Everywhere (CARE)
<input type="checkbox"/>	Department of Vocational Rehab	<input type="checkbox"/>	EOP&S	<input type="checkbox"/>	Financial Aid/Scholarship
<input type="checkbox"/>	General Relief Payments	<input type="checkbox"/>	SSI/SSDI	<input type="checkbox"/>	Temporary Assistance for Needy Families (TANF)
<input type="checkbox"/>	Trust Account	<input type="checkbox"/>	EFC (SILP)	<input type="checkbox"/>	Other (Specify):

PERSONAL DOCUMENTATION

Do you have the following important documents?	Have	Need help	N/A	Do you have the following important documents?	Have	Need help	N/A
Birth Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Social Security Card/Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial Aid Award Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	California Drivers License/ID	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High School Diploma Or GED/School Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Medi-Cal Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Immigration Record/Green Card/ Naturalization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Last two minute orders from Children's Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For Probation Youth Only							
Juvenile Probation - Terminated					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Youth on adult Probation					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Need assistance with expunging my juvenile record					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Need assistance with sealing my juvenile record					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Need assistance with credit report or identity theft related issues					<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Other (Specify):							

Plan of action summary (staff only) _____

Please note: Youth leaving the Kinship Guardian Assistance Payment (Kin-GAP) or Adoption Assistance Payment (AAP) Programs receive Medi-Cal benefits through their next annual redetermination date, which could be up to 11 months. Prior to the month of expiration, the youth will receive a redetermination packet to be completed and returned for an eligibility evaluation to any other Medi-Cal benefits program. This is why it's important that we have your current address.

Please check with Transition Coordinator for a complete list of required documents to receive ILP funds and to verify eligibility. Youth might be eligible for ILP Services if he/she is or was a court dependent and placed in foster care/probation placement at any time between the age of 16 and 18 or if under a Kin-GAP guardianship or if under a non-related legal guardianship granted by Dependency Court after age 8.

I understand that any requested funds are subject to availability and that failure to submit receipts could jeopardize continued financial assistance from the ILP program.

Date your next TAYLP update is to be completed (six months): _____

 Youth Signature

 Date

 Caregiver Signature (if applicable)

 Date

 Transition (ILP) Coordinator/Probation Officer Signature

 Date

TILP TRANSMITTAL AND SUPPLEMENT (DCFS 5557)

Youth's Name				DOB		Submission Date	
Indicate the purpose of this Transmittal/Supplement by checking the appropriate box(es) below:							
<input type="checkbox"/> COURT SUPPLEMENTAL INFORMATION				<input type="checkbox"/> REQUEST FOR ILP SERVICES			
COURT TILP SUPPLEMENTAL INFORMATION				REQUEST FOR ILP SERVICES <i>(ILP eligible youth only)</i>			
State # 19- - -				Transition Coordinator's Name:			
Anticipated DCFS Termination of Jurisdiction Date:				Transition Coordinator's Phone: _____			
ADDITIONAL DOCUMENTATION REQUIRED FOR AN YDS TRANSITIONAL YOUTH RECOMMENDATION (complete status box for each document upon termination of jurisdiction):				TC Email: _____ @dcfs.lacounty.gov			
COURT #	DEPT.	HEARING DATE	HEARING TYPE	<input type="checkbox"/> SERVICES REQUEST:			
				<input type="checkbox"/> ITSP Life Skills (Ages 16 and up)			
TYPE OF DOCUMENT:			ON FILE	DATE REQUESTED	N/A		
Parents' Death Certificate	<input type="checkbox"/>		<input type="checkbox"/>	SPA (Where child lives): _____			
Placement History (Printout)	<input type="checkbox"/>		<input type="checkbox"/>	Transition Services Staff Only:			
Family History (DCFS 4344/FB) forms	<input type="checkbox"/>		<input type="checkbox"/>	Name of Skill Center: _____			
Whereabouts of DCFS	<input type="checkbox"/>		<input type="checkbox"/>	Is Youth ILP eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Record of ILP Life Skills/Vocational Skill Center Class Completion and/or Educational Assessment	<input type="checkbox"/>		<input type="checkbox"/>	Ineligible Youth Referred to: Agency: _____			
Proof of Dependency	<input type="checkbox"/>		<input type="checkbox"/>	Date: _____ Kin-GAP Youth? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Post transition youth Health Coverage Plan (required):				Name of YDS Agency: Select One			
Indicate to the court the transition youth health coverage plan for the youth's aftercare (required):				<input type="checkbox"/> ILP service offer letter was given to youth and youth accepted ILP services.			
<input type="checkbox"/> Medi-cal. (CSW provided youth the DPSS, "As You Leave Foster Care" brochure regarding continuation of Medi-cal.)				<input type="checkbox"/> HOUSING REQUEST:			
<input type="checkbox"/> Private health care insurance:				<input type="checkbox"/> Transitional Housing Placement Program (THPP)			
PERSON WHO WILL KNOW YOUTH'S WHEREABOUTS FOLLOWING TRANSITION (required):				<input type="checkbox"/> DCFS Transitional Housing Program (THP)			
Name: _____				<input type="checkbox"/> THP-Plus (+)			
Relationship to youth: _____				Has the youth passed the California High School Exit Exam (CAHSEE). Please see FYI 06-37.			
Street Address: _____				English Language Arts: <input type="checkbox"/> Yes <input type="checkbox"/> No			
City: _____				Mathematics: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Zip: _____				<input type="checkbox"/> Is the youth currently being tutored? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Phone: _____				Refer to www.ilponline.org for housing applications. Attach completed THP or THPP application, a copy of the TILP and the DCFS 5557. Send the package to: Youth Development Services Division 3530 Wilshire Blvd., 4 th Floor Los Angeles, CA 90010			
YOUTH'S ADDRESS (required):				This space for explanation/justification of request or for other comments (attach additional pages if necessary):			
<input type="checkbox"/> Current Address							
<input type="checkbox"/> (Check here if this is a change of address)							
<input type="checkbox"/> (Check here if this is youth's planned post-emanicipation address)							
Street Address, City, Zip:							
Phone				E-mail			
CSW Name / Signature: _____ /				CSW File Number: _____			
CSW Email: _____ @dcfs.lacounty.gov /				SPA/Area Office _____ CSW Phone _____			
SCSW Name / Signature _____							
<input type="checkbox"/> By checking this box the CSW and SCSW confirms that the attached TILP is current, has been saved and approved on CWS/CMS and the youth have signed a hard copy.							

SAMPLE
Transition Age Youth (TAY) Status Update

Program Participation
<input type="checkbox"/> ITSP

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

Individualized Transition Skills Program (ITSP)
<input type="checkbox"/> Referral received on: <input type="checkbox"/> Youth contacted on (3 attempts): _____, _____, _____ <input type="checkbox"/> Date TAY accepted to participate: _____ <input type="checkbox"/> Youth refused to participate: <input type="checkbox"/> Verbal <input type="checkbox"/> Written <input type="checkbox"/> Unresponsive Program Start Date: _____ End Date: _____
TDS Name: _____ Assessment Date: _____

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

If a comment has an asterisk (*) please explain here:
Comments and Progress for TAY:

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

CONTRACTOR's Individualized Transitional Skills Training Program Plan

As referenced in RFP, PART C, Proposal Submission Requirements, sub-section 50.6 the Individualized Transitional Skills Training Program plan will become SOW Exhibit A-4 for winning proposals.



Daily Living

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

Self Care

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

Relationships and Communication

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



Housing & Money Management

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

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

Work and Study Life

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

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

Career and Education Planning

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



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

Looking Forward

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

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

NUMBER OF TAY TO BE SERVED

		Eligible Youth	TAY Served
Region	Service Planning Area (SPA)	Ages 16 - 20	Number of ITSP Participants (TAY Ages 16-20)
		(A)	(B)
NORTH	1	372	80-94
	2	324	130-144
	3	901	196-208
	4	213	56-66
Subtotal		1810	512
SOUTH	5	114	10-28
	6	1033	252-264
	7	409	100-110
	8	516	176-186
Subtotal		2072	588
TOTAL		3882	1,100

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

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

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

Initial/Progress/Conclusion ITSP Assessment Report

Demographic Data

TAY Name:	
Date of Birth:	
State No:	
Transition Development Specialist Name:	
Agency/Agency Rep:	
CSW / DPO Name:	
Date of this report:	
Report Type:	<input type="checkbox"/> Initial Assessment <input type="checkbox"/> 3 rd Progress Assessment <input type="checkbox"/> 1 st Progress Assessment <input type="checkbox"/> Conclusion Assessment <input type="checkbox"/> 2 nd Progress Assessment
Date Assessment Conducted:	

To be completed for initial assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Target date for beginning ITSP:		

To be completed for progress assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
Next Assessment Date:		

To be completed for conclusion assessment report

Check Type of Assessment Administered Below <input type="checkbox"/> Ansell-Casey <input type="checkbox"/> Other _____	Life Skills Assessment completed on:	
	Life Skills Assessment raw score:	
TAY met a TILP/ITSP Goal: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10		
TAY completed ITSP on:		
TAY was given a monetary incentive in the amount of \$ _____ on (date: _____)		
TAY did not graduate from ITSP because:		

Attachments: Ansell-Casey Assessment Summary Report/Other

**USER COMPLAINT REPORT (UCR)
INDIVIDUALIZED TRANSITION SKILLS SERVICES**

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

Date of Report: _____

DCFS User Name: _____

DCFS Office Address: _____

Phone No/ E-mail Address: _____

Date(s) of Incident(s) _____

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

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

To report an urgent/serious problem, call CPM at (213) 351-0238 and send the UCR to CPM's attention, at 3530 Wilshire Blvd., 4th Floor, Los Angeles, CA 90010 and a copy to DCFS Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS

- 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 timetables. Yes No

Authorized Official’s Printed Name and Title

Authorized Official’s Signature

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C-3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

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 Los Angeles County (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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

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

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

1.2 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, or are applicable to that Agreement year.

ACCOUNTING SYSTEM

2.0 Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

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:	Debit	Credit
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 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 CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the

contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

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. CONTRACTOR shall report to the local law enforcement agency having jurisdiction any act, or acts, which may reasonably be thought to constitute a crime and which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. *Photocopies (including scanned images) of invoices or receipts,*

any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee’s position have been met. Where licensure is a requirement of an employee’s position, CONTRACTOR’S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR’S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company owned vehicles also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

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

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

6.0 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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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's use. 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

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

All checks shall be restrictively endorsed upon receipt.

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

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

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements shall be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

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

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

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

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. ***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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

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.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing, or through the use of electronic approvals where applicable, by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land can not be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

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

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

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

6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

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 Agreement.

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 Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) 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 direct 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, rentals, 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
 - 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 will not be not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- 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 which were 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. GOVERNANCE

OVERVIEW

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

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

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

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

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2)

have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, ~~or~~ officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to recommend to the Board of Directors compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. 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.

3.0 Reporting Fraud/Misconduct

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

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org
Email: hotline@auditor.lacounty.gov
Toll Free: (800) 544-6861
U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012



**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.

ATTACHMENT F

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	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



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?

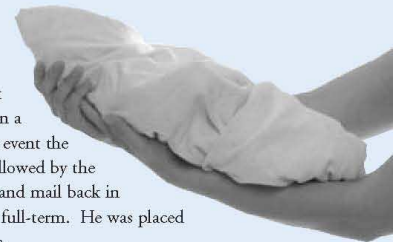
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brindará 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 brazalete 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 ADMINISTRATION:

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:

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's 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.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

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

Signature

Date

Name and Title (please type or print)

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Title

Date

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

**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_____

Chapter 2.201 LIVING WAGE PROGRAM

[2.201.010 Findings.](#)

[2.201.020 Definitions.](#)

[2.201.030 Prospective effect.](#)

[2.201.040 Payment of living wage.](#)

[2.201.050 Other provisions.](#)

[2.201.060 Employer retaliation prohibited.](#)

[2.201.070 Employee retention rights.](#)

[2.201.080 Enforcement and remedies.](#)

[2.201.090 Exceptions.](#)

[2.201.100 Severability.](#)

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services

contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services

department 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.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the internal services department. The internal services department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
-

2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"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. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 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. 99-0048 § 1 (part), 1999.)

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. (Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)										
(2) Payroll No.:		(3) Work Location:			(4) From payroll period: ___/___/___ to payroll period: ___/___/___			(5) For Month Ending:				
(6) Department Name:					(7) Contract Service Description:					(8) Contract Name & Number:		
(9) Contractor Health Plan Name(s):					(10) Contractor Health Plan ID Number(s):							
(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
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I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										
Authorized Signature:		Date: / /			Title:			Telephone Number (include area code) ()		Page: of		

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____ ;
 _____ (Company or subcontractor Name) _____ (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
 _____ (Calendar day of Month) _____ (Month and Year)
 ending the _____ day of _____ all persons employed on said work
 _____ (Calendar day of Month) _____ (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____
 _____ (Company Name)
 from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
 - A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
 - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature: <div style="text-align: right;">Date:</div>
<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.</p>	