

**REQUEST FOR STATEMENT OF QUALIFICATIONS
SPECIALIZED FFA and STRTP SERVICES FOR
COMPLEX CARE POPULATIONS
REQUIRED FORMS**

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**REQUEST FOR STATEMENT OF QUALIFICATIONS
SPECIALIZED FFA and STRTP SERVICES FOR COMPLEX CARE
POPULATIONS
REQUIRED FORMS**

APPENDIX A

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20(B)	INTENTIONALLY LEFT BLANK
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PROSPECTIVE CONTRACTOR’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Section A of the SOQ. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Master Contract.

Organization Name:

Address:

Organization
Telephone:

Organization Contact
Person(s) Telephone:

Email Addresses of
Organization Contact
Person(s):

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PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

THIS STATEMENT OF QUALIFICATIONS IS SUBMITTED FOR THE FOLLOWING PROGRAMS

Check the appropriate boxes:

1)-Foster Family Agency (FFA)

DCFS

Probation

DCFS and Probation

2)-Short-Term Residential Therapeutic Programs (STRTP)

DCFS

Probation

DCFS and Probation

3)-Intensive Services Foster Care (ISFC) – FFA Serious Emotional Behavioral Needs (SEBN)

4)-Intensive Services Foster Care (ISFC) – FFA Special Health Care Needs (SHCN)

1. If your organization is a non-profit corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your organization is doing business under one or more fictitious name statement DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year Register dba
_____	_____	_____
_____	_____	_____

3. Is your organization wholly or majority owned by, or a subsidiary of, another agency/non-profit corporation? Yes No

If yes, Name of parent organization: _____

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

State of incorporation or registration of parent organization: _____

4. Please list any other names your organization has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

Indicate if your organization is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Prospective Contractor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Section 2.0 General Information, Sub-section 2.4 – Prospective Contractor's Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Interested and qualified Prospective Contractors who meet the following Minimum Qualifications mark the box "Yes." Mark the "No" if qualification is currently not met.

- | | | | | | |
|-----|-----|-----|----|---------|--|
| ___ | Yes | ___ | No | 2.4.1 | Prospective Contractor's proposed facility(ies) must be located within Los Angeles County or any of the contiguous counties which includes Kern, Orange, Riverside, San Bernardino, and Ventura counties. |
| ___ | Yes | ___ | No | 2.4.2 | Prospective Contractor must not have any substantiated non-compliance findings or outstanding Contractor Alert Reporting Database (CARD) findings related to any County, State, Federal, or out-of-state government agency that remain unresolved. The Prospective Contractor must disclose any such non-compliance findings that can be construed as being unresolved in Appendix A, Required Forms, Form 11, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties. |
| ___ | Yes | ___ | No | 2.4.2.1 | Prospective Contractor shall not be on "Do Not Use" or a "Hold" with an adverse status with Los Angeles County or any other county, State, or out-of-state government agency. |
| ___ | Yes | ___ | No | 2.4.3 | Prospective Contractor must be licensed by the CDSS Community Care Licensing Division (CCLD) for each program it |

REQUIRED FORMS - FORM 1

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

is attempting to qualify for, and must provide a copy of the license for each program and each site.

- ___ Yes ___ No 2.4.3.1 Prospective Contractor who has STRTP facility(ies) licensed for over 16 beds, must work with CCLD to reduce their capacity to 16 beds or less. Prospective Contractor must provide a copy of the re-issued facility license(s) prior to the STRTP contract execution.
- ___ Yes ___ No 2.4.3.2 Prospective Contractors who do not currently hold a facility license, must provide a facility license prior to contract execution.
- ___ Yes ___ No 2.4.4 Prospective Contractor must hold an approved Rate from the CDSS Foster Care Rates and Outcomes Bureau for each program it is attempting to qualify, and must provide a copy of their Rate Notification letter for each program and each site.
- ___ Yes ___ No 2.4.4.1 Prospective Contractors who do not currently hold a Rate Notification Letter, must provide a Rate Notification Letter prior to contract execution.
- ___ Yes ___ No 2.4.5 Prospective Contractor must obtain program approval from County. Program approval consists of County's approval of the Prospective Contractor's Plan of Operation and Program Statement, review of open allegations and closed investigations up to two years, and a facility inspection.
- ___ Yes ___ No 2.4.6 Prospective Contractor who provides direct specialty mental health services, must have the ability to draw down Medi-Cal funds and must provide documentation of their organization's Mental Health Program Approval (MHPA) and Medi-Cal Certification for each licensed facility.
- ___ Yes ___ No 2.4.6.1 Prospective Contractor attempting to qualify a STRTP program, who does not currently hold a Medi-Cal Certification for each licensed facility with Los Angeles County Department of Mental Health (LACDMH), must provide a copy of the Medi-Cal Certification for each licensed facility within twelve (12) months of the STRTP contract execution.
- ___ Yes ___ No 2.4.6.2 Prospective Contractor attempting to qualify a STRTP program, who does not currently hold a MHPA, must obtain a MHPA for each STRTP facility within twelve (12) months of STRTP

REQUIRED FORMS - FORM 1

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

licensure or obtain appropriate STRTP provisional license extensions.

- ___ Yes ___ No 2.4.6.3 Prospective Contractor attempting to qualify a STRTP program who does not currently hold a Legal Entity (LE) Master Contract with LACDMH, must provide a copy of the LE Master Contract within twelve (12) months of the STRTP contract execution.
- ___ Yes ___ No 2.4.7 Prospective Contractor attempting to qualify for an FFA or STRTP program must be nationally accredited by The Joint Commission (JC), The Commission on Accreditation of Rehabilitation Facilities (CARF), or The Council on Accreditation of Services for Families and Children (COA) within twenty-four (24) months of licensure and must provide a copy of their accreditation.
- ___ Yes ___ No 2.4.8 Prospective Contractor must be organized as a 501 (c)(3) non-profit tax exempt organization or entity.
- ___ Yes ___ No 2.4.9 Prospective Contractor must be in compliance with applicable laws and regulations pertaining to financial audits, including, but not limited to, the California Government Code Section 12586, the CDSS, Manual of Policies and Procedures, Division 11, Chapter 11-400, Section 11-405 et seq., and the Office of Management and Budget 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 2 CFR 1.100, Title 2, Part 1.
- ___ Yes ___ No 2.4.10 Prospective Contractor must demonstrate fiscal viability, based on Quick Ratio, Current Ratio, Expenses to Income Ratio, and Long Term Financial Viability Test, in accordance with Generally Accepted Accounting Principles (GAAP), and the Government Auditing Standards (GAS), through a review and evaluation of the organization's financial documents.
- ___ Yes ___ No 2.4.11 Organizations responding to this RFSQ are required to submit audited financial statements and single audits reflecting the three (3) most recent years for which the organization was required to conduct financial and single audits.
- ___ Yes ___ No 2.4.11.1 Organizations that have less than three (3) audited financial statements and single audit report, must:

REQUIRED FORMS - FORM 1

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

- submit a Provisional (or Permanent) Facility License issued by the California Department of Social Services Community Care Licensing Division, and
- agree to participate in the Enhanced Risk Based Technical Assistance and Compliance Monitoring, including:
 - Ad-hoc meetings that may occur monthly or more often as needed, and
 - Compliance performance monitoring beginning 120 days after the first County of Los Angeles placement or acceptance into Treatment Program:
 - enhanced fiscal monitoring,
 - technical assistance,
 - training,
 - demonstrate the ability to implement immediate corrective action to resolve deficiencies, and
 - fiscal reports using the FC 32 form issued by the California Department of Social Services.

Prospective Contractor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

On behalf of _____ (Prospective Contractor's name), I _____ (Name of Contractor's authorized representative), certify that the information contained in this Contractor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Secretary of State. Entity Number
(if registered in different state, please note)

Date

County WebVen Number

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

California Attorney General Charitable
Trust Number (if registered in different
state, please note)

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE			
1		The information requested below is for statistical			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district, or agency that the provisions of this section have not been violated.

Corporation's Legal Name

Print Name and Title of Authorized Person Responsible for the Submission of the SOQ to the County

Signature of Authorized Person Responsible for the Submission of the SOQ to the County

**PROSPECTIVE CONTRACTOR'S EQUAL EMPLOYMENT
OPPORTUNITY CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature of Authorized Person Responsible for
Submission of the SOQ to the County

Date

Name and Title of Authorized Person Responsible for Submission of the SOQ to the County.

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Contractor certifies that:

- 1) the Contractor is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) all persons acting on behalf of the Contractor's organization have and will comply with it during the RFSQ process; and
- 3) the Contractor is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Print Name and Title of the Authorized Person Responsible for the Submission of the SOQ to the County

Signature of the Authorized Person Responsible for the Submission of the SOQ to the County

Date

PROSPECTIVE CONTRACTOR'S LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last five (5) years. Use additional sheets if necessary.

1. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service		Dollar Amount
<hr/>				
2. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service		Dollar Amount
<hr/>				
3. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service		Dollar Amount
<hr/>				
4. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service		Dollar Amount
<hr/>				
5. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
Name or Contract No.	Number of Years / Term of Contract	Type of Service		Dollar Amount

PROSPECTIVE CONTRACTOR'S LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List all contracts that have been terminated within the past five (5) years.

1. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
<hr/> <div style="display: flex; justify-content: space-between;"> Name or Contract No. Reason for Termination: </div> <hr/>				
2. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
<hr/> <div style="display: flex; justify-content: space-between;"> Name or Contract No. Reason for Termination: </div> <hr/>				
3. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
<hr/> <div style="display: flex; justify-content: space-between;"> Name or Contract No. Reason for Termination: </div> <hr/>				
4. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
<hr/> <div style="display: flex; justify-content: space-between;"> Name or Contract No. Reason for Termination: </div> <hr/>				
5. Name of the Entity	Address	Contact Person	Telephone Number ()	Email Address
<hr/> <div style="display: flex; justify-content: space-between;"> Name or Contract No. Reason for Termination: </div> <hr/>				

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their SOQ.

A. Contractor has a proven record of hiring GAIN/GROW participants:

_____YES (subject to verification by County) _____NO

B. Contractor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings, if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants:

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available:

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Phone Number: _____

Email Address: _____

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

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

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

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

OR

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

Signature of the Authorized Person responsible for
Submission of the SOQ to the County

Date

Name and Title of the Signer (please print)

**OFFER TO PERFORM ALL REQUIRED SERVICES
AND
ACCEPTANCE OF MASTER CONTRACT TERMS AND CONDITIONS**

_____ (Contractor's Legal Name) hereby offers to perform foster care placement services consists of:

- Foster Family Agency
- Short-Term Residential Therapeutic Programs

under all the terms and conditions specified in the Master Contract and attached Exhibits included therein.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

PROSPECTIVE CONTRACTOR'S INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

(Legal Name of Agency)

Please answer "YES" or "NO" to the following questions. If a "YES" answer is marked, please attach a separate sheet and explain fully the circumstances and include discussion of the potential impact on the Contractor's ability to perform the contract's services, if any. The County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to declare the contract void, if false or incorrect information is submitted by the Contractor.

- | | |
|---|---------------------|
| a. Has the Prospective Contractor been involved in any litigation? Please include past and present litigation. | YES [] NO [] |
| b. Has anyone on the Board of Directors, or employed by the Prospective Contractor as a CEO, President, Executive Director, or other Administrative Officer currently, or within the past seven (7) years, been involved in litigation related to the administration and operation of the Prospective Contractors business as a Foster Family Agency? | YES [] NO [] |
| c. Are any of the Prospective Contractor's staff members unable to be bonded? | YES [] NO [] |
| d. Have there been unfavorable rulings by any Government funding source against the Prospective Contractor for improper activities/ conduct or contract compliance deficiencies? | YES [] NO [] |
| e. Has the Prospective Contractor or any members of its Board of Directors or employees ever had public or foundation funds withheld? | YES [] NO [] |
| f. Has the Prospective Contractor or any Board members, or employees refused to participate in any fiscal audit or review requested by a government agency or funding source? | YES [] NO [] |
| g. Has the Prospective Contractor or any Board members, or employees been involved in any litigation involving the prospective Contractor or any principal officers thereof, in connection with any contract within the past (7) years? | YES [] NO [] |

EXPLANATION (Please use a separate sheet of paper to detail any question answered yes. Please label each page with the question that was answered with a yes. You may submit additional pages as required).

Print Name and Title of the Person authorized by the Board to bind Contractor in a Contract with the County.

Authorized Signature of the Person authorized by the Board to bind Contractor in a Contract with the County.

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Contractor utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Contractor's last three (3) independent financial auditor's report and financial statements, a copy of the organization's current IRS Form 941 and EDD Form DE-9 filings plus all management letters or reports on internal accounting procedures are included in the SUBMISSION.

If there have been any failures or refusals by the undersigned to complete any previous contract(s) or grant(s) or there has been performance at a level below that required by the contract resulting in unexpended contract funds, information disclosing such failures is provided.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Prospective Contractor must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes_____ No_____

If yes, provide name of organization or person and the following information:

Print Name and Title

Address

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

Prospective Contractor must declare whether it has Financial Interest in any other business.

Yes_____ No_____

If yes, provide name of business:

Print Legal Name of Business

Address

Telephone Number

Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

Print Name and Title of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an Officer, or Manager authorized to bind Contractor in a Contract with the County.

Date

REVENUE DISCLOSURES

Legal Name of Agency

☐ Yes, there are commitments (please list below).

☐ No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of the Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County.

Authorized Signature of the Principal Owner, an officer, or manager authorized to bind Contractor in a Contract with the County.

Date

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE
WITH CHILD, SPOUSAL, AND FAMILY SUPPORT ORDERS**

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination, if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH ALL FEDERAL
AND STATE EMPLOYMENT REPORTING REQUIREMENTS**

_____do hereby certify that our
(Name of Prospective Contractor)

organization complies with all Federal and State reporting requirements related to Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will constitute a default under the contract, which shall subject the contract to termination, if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

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CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master 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 contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master 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 work under the above-referenced Master 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 contractors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master 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 Master 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 Contractors is provided to the Contractor and Contractor's Staff 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: _____

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REQUIRED FORM – FORM 19

LIST OF NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS AND OTHER AGENCIES (if applicable)

Legal Name of Agency: _____

FIRST NAME	LAST NAME	BUSINESS ADDRESS	BUSINESS PHONE NUMBER	EMAIL ADDRESS	OTHER AGENCIES*

*List the name of the other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of the Principal Owner, Officer, or Manager authorized to bind the Contractor in a Contract with the County

Authorized signature of the Principal Owner, Officer, or Manager authorized to bind the Contractor in a Contract with the County

Date

SERVICE DELIVERY SITES

Type of program (Check one): ☐ Foster Family Agency (FFA)
☐ Short-Term Residential Therapeutic Programs (STRTP)

Administrative Office/Headquarters

AGENCY NAME	AGENCY CORPORATE ADDRESS	AGENCY CONTACT PERSON	TELEPHONE NUMBER/ EMAIL ADDRESS
			Tel. No.:
			Email:

Name of FFA Director: _____ Name of STRTP Administrator _____

Licensed Facilities Included in this Contract

FACILITY NAME	YOUTH SERVED (DCFS, Probation, or Dually Supervised)	Number of Contracted Beds	FACILITY ADDRESS	FACILITY MANAGER NAME	TELEPHONE NUMBER/ EMAIL ADDRESS
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
					Email:
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
					Email:
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
					Email:
	<input type="checkbox"/> DCFS Only <input type="checkbox"/> Probation Only <input type="checkbox"/> Dually Supervised				Tel. No.:
					Email:

(Submit a separate Form 20 for each type of program, e.g. FFA, or STRTP,). Use additional sheets if necessary.

SERVICE DELIVERY SITES

☐ Yes ☐ No

Are any of the facilities listed above on County owned or County Leased property? If yes, please provide an explanation:

☐ Yes ☐ No

Do any or your agency's Board members or employees, or members of their immediate families own any property leased or rented by your agency? If yes, please provide an explanation.

On behalf of _____ (Contractor's name), I _____
(Name of Contractor's authorized representative), certify that the information contained in this Service Delivery Sites – Form #20 is true and correct to the best of my information and belief.

Print Name and Title of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Signature of the Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date

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CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION (SOI). THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

Organization Name: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

DCFS Contracts Administration Division
Attn: Contracts Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified SOI will be submitted to DCFS Contracts Administration Division at the above address.

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with the County

Date

**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: _____

OPTIONAL: use if Probation youth will be served, remove if not

CONFIDENTIALITY OF CRIMINAL OFFENDER RECORD 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.

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH
BACKGROUND AND SECURITY INVESTIGATIONS**

_____ do hereby certify that our
(Name of Prospective Contractor)

organization complies with and completes all criminal clearances including arranging to receive subsequent arrest notifications and background checks on all staff, employees, independent contractors, and volunteers as well as all Subcontractors' staff and volunteers, prior to beginning and continuing work under this contract. Such background investigation may include, but shall not limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

Our organization further agrees not to engage or continue to engage the employees or volunteers on contract 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.

We understand that failure to comply with the Background and Security Investigations provisions will constitute a material breach and be considered an event of default under the contract, which shall subject the contract to termination if such default is not cured within 3 days.

In compliance with the False Claims Act (31 U.S.C. §3729-3733), I certify that all the information on this form is true and correct.

_____ (Signature), Title _____ Date: _____

_____ (Signature), Title _____ Date: _____

_____ Print Name of authorized signer, Chief
Executive Officer or Chief Financial Officer, or Authorized Treasurer or other Authorized signed
of the Board of Directors

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FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed for debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of the Authorized Person Responsible for
Submission of the SOQ to the County

Date

Name and Title of the Authorized Person Responsible for Submission of the SOQ to the
County

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy **5.200**, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

**DOCUMENTATION
AVAILABLE****COMPLIANCE QUESTIONS****YES NO****YES NO**

1) Will County data stored on your workstation(s) be encrypted?

☐☐☐☐

2) Will County data stored on your laptop(s) be encrypted?

☐☐☐☐

3) Will County data stored on removable media be encrypted?

☐☐☐☐

4) Will County data be encrypted when transmitted?

☐☐☐☐5) Will Contractor maintain a copy of any
validation/attestation reports generated by its encryption
tools?☐☐☐☐☐☐☐☐

6) Will County data be stored on remote servers*?

**cloud storage, Software-as-a-Service or SaaS*

 Agency Name

 Name of the Authorized Person Responsible for
Submission of the SOQ

 Authorized Person Official Title

 Authorized Person Official's Signature

REQUIRED FORMS – FORM 28

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

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

CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

INFORMATION SECURITY AND PRIVACY

County's Information Assets are essential to the continued operation of the County and Department and must be protected in a manner commensurate with its sensitivity, value, and criticality. It is the responsibility of the Contractor to adhere and implement the required measures and safeguards to protect and preserve the privacy, confidentiality, availability and integrity of County Confidential Information (electronic and hard copy and in any form, format or medium, in-transit and at-rest) from unauthorized disclosure, modification, or destruction, and shall safeguard them to the extent permitted by law.

Information Security and Privacy provisions and requirements extends to all subcontractors, agents, individuals, entities, and/or organization operating on behalf of the Contractor that handle (e.g., access, view, transport, transmit, store) County Information Assets to perform work under this Agreement.

Confidential Information: County requires its contractors, subcontractors, and agents to keep confidential all data, records and information (electronic and hard copy, in-transit and at-rest, and in any form, format or medium) which are designated or marked as Confidential Information as prescribed herein. The parties agree, to implement proper and sufficient administrative, technical, and physical safeguards to protect Confidential Information, and comply with legal and County mandates as applicable. Confidential Information includes information which is exempt from public disclosure in specific legislation or which is identified as personal, sensitive, or confidential such as personally identifiable information (PII), individually identifiable health information (PHI), medical records (MI), employment and education records, and non-public information as specified in all applicable federal, State and local laws and regulations. In general, any data and information that is exempt from public disclosure under either federal, State, local laws and County policies is confidential. If the receiving party is required to produce the data by law, court order, or governmental authority, the disclosing party must be promptly notified of such obligation.

The parties shall: (a) use Confidential Information, as set forth in this Contract and otherwise for the purposes or projects approved by the County; (b) ensure individual anonymity and adhere to the mandates for confidentiality; (c) not disclose or disseminate any Confidential Information including Personally Identifiable Information (PII), Protected Health Information (PHI) and Medical Information (MI) to the public; (d) implement reasonable and adequate measures and safeguards to protect and preserve the privacy, confidentiality, availability and integrity of County Confidential Information (electronic and hard copy); and (e) implement reasonable and necessary measures to timely identify, detect, protect, respond, mitigate, and prevent against any (intentional or accidental) unauthorized acquisition, access, use, modification, disclosure, loss or damage of County Confidential Information by any cause (manmade and natural); and (f) Comply, as applicable, with federal, State, local, and County data and information protection rules, laws, regulations, mandates, ordinances, standards, best practices, guidelines, directives, policies and procedures including but not limited to the California Public Records Act, First Amendment, privacy laws, the California Education Code, California Information Practices Act of 1977, the Federal Privacy Act of 1974, and the Federal

Family Education Rights and Privacy Act of 1974, California Civil Code Section 1798.82, California Penal Code Section 502, Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Los Angeles County Board of Supervisors Policy Manual Chapters 3 (3.040 - Records Management and Archive of County Records), 5 (5.200 - Contractor Protection of Electronic County Information) and 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH6INTE.

During the course of this Contract, the parties may provide each other with certain information, data, or materials in writing which the disclosing party has clearly marked or identified in writing as confidential or proprietary in nature or if orally disclosed, reduced to writing by disclosing party within thirty (30) days of disclosure ("Confidential Information"). The receiving party shall receive and hold Confidential Information in confidence and agrees to use its reasonable efforts to prevent disclosure to third parties of Confidential Information in the manner the receiving party treats its own similar information, but in no case less than reasonable care shall be exercised by the receiving party. Except as required by law or with permission from disclosing party, receiving party will not disclose Confidential Information.

The parties shall, as needed, inform all of its officers, employees, and agents engaged in the performance of this Contract of the confidentiality provisions of this Contract. Contractor shall have in place with its officers, employees and agents including subcontractors written agreements having the effect of requiring such individuals to protect and keep Confidential Information confidential and protected.

DATA HOSTING SECURITY

Contractor shall comply with the current Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM) security requirements for Contractor hosted services or applications that are included as part of Contractor's solution (<https://cloudsecurityalliance.org/research/ccm/>), and adhere to The National Institute of Standards and Technology (NIST), and/or Information Security Management System Standards 27001 and 27002 promulgated by the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC), as such Standards relate to risk assessment, training and awareness, metrics and reporting, organization and allocation of responsibilities, incident management, and compliance.

ACCESS

Contractor shall implement multi-layered adequate administrative, technical, and physical access control mechanisms and authentication and authorization verification process while enforcing separation of duties on systems and infrastructure handling County data and information, including but not limited to, Multifactor Authentication (MFA) and to constantly monitor, protect, and limit the use and disclosure of information to minimum necessary required to accomplish the purposes described in this Agreement. Access to County data must follow the principle of least privilege and limited to those personnel with a legitimate business justification on need-to-know basis required to perform work under

this Agreement. Access to County data and information shall immediately suspend, terminated, or removed upon business need is fulfilled, upon suspension or termination of employment, contract, or agreement.

SYSTEM ACQUISITION, DEVELOPMENT, AND MAINTENANCE

Contractor shall adopt and implement adequate security and privacy measure (administrative, technical and physical) and provisions and use industry accepted standard and framework for purchase, use, or development of information systems, including application services delivered through public networks. Such measures include but not limited to use of Web Application Firewall (WAF) for all application and system that process County data and information.

VULNERABILITY ASSESSMENT

Contractor shall perform an adequate and comprehensive vulnerability assessment and address all findings prior to final delivery of the product to the County.

AUDIT TRAILS AND LOGGING

The system/application shall chronologically record, log, store and adequately retain all system events, transactions, and user activities and actions consistent with NIST SP 800-92 Guide to Computer Security Log Management (<https://csrc.nist.gov/publications/detail/sp/800-92/final>). At minimum, logs shall include but not limited to, the following:

1. Successful and failed application authentication attempts;
2. Date and time;
3. User or system account associated with an event;
4. Device used (e.g. source and destination IPs, terminal session ID, web browser, etc.)
5. Operating System type and version;
6. log on attempts (successful or unsuccessful);
7. Function(s) performed after logged on;
8. Configuration changes;
9. Account changes (e.g., account creation and deletion, account privilege assignment);
10. Successful/failed; and
11. Use of privileged accounts.

CRYPTOGRAPHY

a. STORAGE OF DATA

Contractor shall adequately secure and encrypt all County's electronic data and information while at storage (e.g., servers, workstations, portable/mobile devices, wearables, tablets, thumb drives, external hard drives, etc.) using Advanced Encryption Standard (AES) with a minimum cipher strength of 256-bit in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b)

National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

b. TRANSFER OF DATA

Data and information shall be transferred and transmitted securely via online methods such as secure file transfer (SFTP) software, encrypted email or using encrypted magnetic or optical media. The Parties shall determine the transfer method appropriate for the Project. All transmitted data and information must be encrypted using the latest stable version of Secure Sockets Layer (SSL)/Transport Layer Security (TLS) with a minimum cipher strength of 128-bit in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

RETURN OF DATA

Upon termination of this Agreement, Contractor must return or thoroughly and irretrievably destroy all County data and information in any form, format or medium. County data and information (electronic and hard copy) must be properly purged, cleared, shredded, sanitized or destroyed in fashion that it is rendered unusable, unreadable, or indecipherable to unauthorized individuals consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization. Contractor shall provide proper and satisfactory proof of proper destruction and sanitization of County data and information within ten (10) business days of data destruction.

CERTIFICATION

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

DISCLOSURE OF SECURITY INCIDENT AND DATA BREACH

The Contractor shall notify the County no later than (48) hours or two business days upon discovery or reasonable belief of any suspected, attempted, successful, or imminent threat of unauthorized electronic or physical access, use, modification, exposure, acquisition, disclosure, compromise, breach, loss or destruction of County data and information; interference with Information Technology operations; or significant violation of County or departmental policy ("Security Incident"). Breach reports shall include, to the extent available, the identification of each individual whose Data has been, or is reasonably believed to have been accessed, viewed, acquired, or disclosed during such

breach. Security incidents that do not result in any unauthorized access, use, disclosure, modification, destruction of information or interference with system operations may be reported in the aggregate upon written request of County in a manner and frequency mutually acceptable to the Parties. The Parties acknowledge that incidents including, but not limited to, ping sweeps or other common network reconnaissance techniques, attempts to log on to a system with an invalid password or username, and denial of service attacks that do not result in a server being taken off line, may occur from time to time.

AGREEMENT TO OBEY ALL LAWS

The Parties shall at all times observe, comply with, and perform all obligations hereunder in accordance with all applicable federal, state, county, and local governmental agencies laws, ordinances, codes and regulations that in any manner affect the terms of this Agreement.

CYBER INSURANCE REQUIREMENT

As applicable, contractor will maintain sufficient cyber insurance to cover any and all losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Contractor under or as a result of this Contract. This insurance shall provide sufficient coverage(s) for the Contractor, the County, and affected third parties for the review, repair, notification, remediation and other response to such events, including but not limited to, breaches or similar incidents. The Contractor shall obtain modified coverage(s) as reasonably requested by the County within ten (10) business days of the Contractor's receipt of such request from the County.

Notice to COUNTY related to information security shall be forwarded to COUNTY and also to the DCFS Chief Information Security Officer:

Allen Ohanian
Department of Children and Family Services
Chief Information Security Officer
12440 Imperial Hwy
Norwalk, California 90650
Telephone: (323) 627-9855
Email: aohanian@dcfs.lacounty.gov

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

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

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

APPENDIX B

**REQUEST FOR STATEMENT OF QUALIFICATIONS
SPECIALIZED FFA and STRTP SERVICES FOR
COMPLEX CARE POPULATIONS
REQUIRED DOCUMENTS**

- C1. Board of Directors Resolution – The resolution shall be prepared on the organization's letterhead, and sealed with the Corporate Seal (reference *Appendix B-I, Sample Board of Directors Resolution*).
- C2. A copy of the organization's Internal Revenue Service (IRS) 501 (c)(3) Nonprofit Corporation Status Letter.
- C3. A copy of the Organization's State of California Franchise Tax Board nonprofit determination letter.
- C4. **Certified** copy of the current California Secretary of State Statement of Information for their non-profit organization.
- C5. The organization's Aid to Families with Dependent Children-Foster Care (AFDC-FC) Rate Letter from the State Foster Care Funding and Rates Bureau in accordance with the new rate structure as established by AB-403 (Continuum of Care Reform). If the organization's name and/or address does not match the California Secretary of State Statement of Information, the organization must additionally provide a copy of the letter from the CDSS Foster Care Funding and Rates Bureau acknowledging the change in the organization's name and/or address.
- C6. Copies of the CCLD license for each facility covered by this Contract.
- C7. A copy of the organization's current budget.
- C8. Copies of the organization's most current and prior two audited Financial Statements. Organizations that have not been required to undergo a financial and single audit under the applicable laws and regulations must submit a copy of their current budget, balance sheet, and profit and loss statement in accordance with Generally Accepted Accounting Principles (GAAP).
- C9. Copy of the organization's current IRS Form 941 – Employer's Quarterly Federal Tax Return and Employment Development Department Quarterly Contribution Return and Report of Wages - Form DE-9 filings (Transcripts).
- C10. Proof of insurability that meets all insurance requirements set forth in the *Sample FCPS Master Contracts, Part I, Section 6.0, Insurance Coverage Requirements*. If a Prospective Contractor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Prospective Contractor be selected to receive a Master Contract award may be submitted with the SOQ.
(Prior to execution of a Master Contract, Prospective Contractor must be compliant with the Contract insurance requirements).
- C11. Prospective Contractor shall submit their current Plan of Operation and Program Statement for each program via DCFS Electronic Program Statement Submission System (e-PSSS) website at <https://myapps.dcms.lacounty.gov/epsss.html>.
- C12. Proof of National Accreditation
- C13. A copy of the Prospective Contractor's Articles of Incorporation, and any and all amendments.

REQUEST FOR STATEMENT OF QUALIFICATIONS
SPECIALIZED FFA and STRTP SERVICES FOR
COMPLEX CARE POPULATIONS
REQUIRED DOCUMENTS

- C14. **For FFA Program**, a copy of the Contractor's Resource Family Approval (RFA) Implementation Plan Letter issued by the California Department of Social Services (CDSS) Community Care Licensing Division (CCLD). If the Prospective Contractor has a CCLD RFA Implementation Plan Letter which includes a Memorandum of Understanding (MOU) for adoption services from another FFA with an Adoption License, please include a complete copy of the executed MOU.
- C15. Intentionally Left Blank
- C16. For FFA Program, a copy of the CCLD Approval Letter of the Plan of Operation and Program Statement. (This is the CDSS approval letter and not the actual Plan of Operation and Program Statement that should be submitted via e-PSSS website)
- C17. For STRTP, a copy of the organization's LE with DMH.
- C18. A copy of the CDSS approved Personnel Report – Form LIC 500.

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FFA/STRTP/ISFC FFA FOSTER CARE SERVICES
SAMPLE BOARD OF DIRECTORS RESOLUTION**

(This is a sample document only. The Resolution must be prepared on the organization's letterhead, and sealed with the corporate seal.)

BE IT RESOLVED THAT ON _____, 201____, THE BOARD OF DIRECTOR'S OF _____
(LEGAL NAME OF CONTRACTOR)

HEREBY AUTHORIZES AND DIRECTS (Print full name of person authorized), Print the title of the person named) and (Print full Name of second authorized person), (Print the title of the second authorized person) TO SUBMIT THE ATTACHED (Print program type) STATEMENT OF QUALIFICATIONS (SOQ) AND TO BIND THE CONTRACTOR IN A CONTRACT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND THE PROBATION DEPARTMENT TO PROVIDE (Print program type) FOSTER CARE SERVICES AS STIPULATED IN THIS RFSQ AND RESULTING FINAL EXECUTED CONTRACT.

_____(Signature Line for Board Chair/Chairman)

Print Name and Title of Chairman of the Board of Directors

_____(Signature Line for Treasurer/Chief Financial Officer)

Print Name and Title of Board of Director Member who is Treasurer/ Chief Financial Officer

Signature of Person authorized above to submit the SOQ and to bind the Contractor in a Contract with the County. (If different from the Board Chair and Treasurer/CFO.)

Signature of Second Person authorized above to submit the SOQ. and to bind the Contractor in a Contract with the County. (If different from the Board Chair and Treasurer/CFO.)

(This is a sample document only. The Last Page of SOQ must be prepared on the organization's letterhead)

SAMPLE LAST PAGE OF SOQ

(This is a sample document only. The Last Page of SOQ must be prepared on the organization's letterhead)

Last Page of SOQ

The last page of the SOQ must list names of all persons having any right or interest in this agreement or the proceeds thereof. The page must include the signature of the person(s) authorized to bind the Prospective Contractor in a Contract. (see sample below)

Respectfully submitted,

(Corporate Name of Nonprofit Agency)

By _____

(Title, i.e., President, V.P., etc.)

By _____

(Title, i.e., President, V.P., etc.)

Date _____

Address _____

City _____

State _____

Zip Code _____

Telephone _____

Facsimile _____

Tax Identification Number

REQUEST FOR STATEMENT OF QUALIFICATION (RFSQ) TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title: Foster Care Placement Services Request for Statement of Qualifications (FFA, STRTP, ITFC,)	Project No. 15-

A **Solicitation Requirements Review** is being requested because the Prospective Contractor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to:
 - a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to:
 - a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

Data Classification		Public	Internal Use	Confidential	Restricted
Record Volume Estimated Number of Records of Each Classification	<div>None (No records in this classification)</div> <div>Low (less than 10,000 records)</div> <div>Moderate (10,000 to 250,000 records)</div> <div>High (250,000 to 1,000,000 records)</div> <div>Very High (More than 1,000,000 records)</div>				

Organization			If "No" Explain
	Will your organization sign a contract for services?		
	Does your organization have an Information Security officer or an executive level individual responsible for ensuring the organizations information security?		
	Does your organization have a privacy officer or an executive level individual responsible for ensuring the organizations information privacy practices?		
	Does your organization have a privacy program?		
	Are your privacy policies made available for anyone that is interested in reviewing them, such as posted on your organizational website?		
	Does your organization have clearly defined processes to report a breach of PII, PHI or other sensitive and/or confidential information?		
	Are all employees familiar with the process of reporting a breach of PII, PHI or other sensitive and/or confidential information?		

NIST CSF Factors

Function and Category		Question	Response	Partial %	Briefly Explain
	Asset Management: The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy.	1 Are all devices on the network inventoried so that only authorized devices are given access?			
		2 Are all devices on the network centrally managed in some fashion allowing device administration?			
		3 Are unauthorized devices prevented from gaining access?			
		4 Is all software and software platforms on the network inventoried?			
		5 Do you have a list of authorized software?			
		6 Is all software on the network actively managed so that only authorized software is installed and allowed to execute?			
		7 Do you have an exception process to allow software that is not generally authorized to execute?			
		8 Do you protect information differently based on its relative value ad imponent to the organization?			
		9 Do you protect information differently based on its sensitivity classification?			
		10 Are all organizational communication and data flows mapped			
		11 Are all external information systems catalogued (SaaS, PaaS, etc.)?			
		12 Resources (e.g., hardware, devices, data, and software) are prioritized based on their classification, criticality, and business value.			
		13 Are cybersecurity roles and responsibilities for the entire workforce established and documented?			
		14 Are cybersecurity roles and responsibilities enforced for the entire workforce?			
		15 Are cybersecurity roles and responsibilities for third-party stakeholders (e.g., suppliers, customers, partners) established and documented?			
		16 Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners defined in contract language?			
		17 Are cybersecurity roles and responsibilities for third-party stakeholders, suppliers, customers, and/or partners enforced ?			
	Business Environment: The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform	18 Has the organization's role in the supply chain been identified and communicated to appropriate staff?			
		19 Do policies and procedures reflect what your industry considers prudent and reasonable?			
		20 Are your policies and applicable procedures communicated to appropriate staff?			
		21 Are your policies and applicable procedures communicated to third-party stakeholders (e.g., suppliers, customers, partners) as appropriate to the relationship?			
		22 Is the organization's place in critical infrastructure and its industry sector identified in the policies and procedures associated with the organization's protection of its critical infrastructure?			

Identify	information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	23	Are the priorities for organizational mission, objectives, and activities established and communicated to all applicable stakeholders?			
		24	Are critical functions and their dependencies for delivery of critical services identified and documented?			
		25	Are resilience requirements to support delivery of critical services documented in a continuity management plan?			
	Governance: The policies, procedures, and processes to manage and monitor the organization’s regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	26	Are organizational information security policies established?			
		27	Are organizational information privacy policies established?			
		28	Are information security roles and responsibilities incorporated into staff position descriptions?			
		29	Are information security roles and responsibilities incorporated into third-party stakeholder (e.g., suppliers, partners) contracts?			
		30	Are legal and regulatory cybersecurity requirements understood and satisfied? (i.e. privacy, data breach notification laws, PCI, HIPAA, GLBA, FRPA, FISM, etc.)			
		31	Are all the necessary organizational <u>governance</u> components (people, processes, and technologies) in place to address cybersecurity risks?			
		32	Are all the necessary organizational <u>risk management</u> components (people, processes, and technologies) in place to address cybersecurity risks?			
	Risk Management Strategy: The organization’s priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	33	Do you have a risk management program?			
		34	Do your organizational stakeholders actively participate in risk management?			
		35	Do you know your organizations risk tolerance?			
		36	Is the organization’s determination of risk tolerance informed by its industry?			
	Risk Assessment: The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	37	Does you Risk Assessment methodology identify and document vulnerabilities focusing on physical assets related to information processing?			
		38	Does you Risk Assessment methodology identify and document vulnerabilities focusing on logical assets related to information processing?			
		39	Is threat and vulnerability information received from information sharing forums and sources?			
		40	Are threats to information assets from internal sources identified, documented, and reviewed?			
		41	Are threats to information assets from external sources identified, documented, and reviewed?			
		42	Does you Risk Assessment methodology identify the likelihood that a given threat could take advantage of a vulnerability?			
		43	In you Risk Assessment methodology are potential business impacts evaluated?			
		44	Are you using a structured risk determination process incorporating threats, vulnerabilities, likelihoods, and impacts?			
	Supply Chain Risk Management: The organization’s priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	45	Once identified are risk responses identified and prioritized?			
		46	Are cyber supply chain risk management processes identified, established, assessed, managed, and agreed to by organizational stakeholders?			
		47	Are suppliers and third party partners of information systems, components, and services identified, prioritized, and assessed using a cyber supply chain risk assessment process?			
		48	Are contracts with suppliers and third-party partners used to implement appropriate measures designed to meet the objectives of an organization's cybersecurity program and Cyber Supply Chain Risk Management Plan?			
		49	Are suppliers and third-party partners routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations?			
		50	Are response and recovery planning and testing conducted with suppliers and third-party providers?			
	Identity Management, Authentication and Access Control: Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized	51	Are logical identities and credentials managed for authorized users?			
		52	Are logical identities and credentials managed for authorized devices and/or service accounts?			
		53	is access to physical facilities where information assets are located managed for authorized individuals?			
		54	Is remote access to digital assets managed and protected?			
		55	Are logical access permissions managed incorporating the principle of least privilege?			
		56	Are logical access permissions managed incorporating the principle of separation of duties?			
		57	Are physical access permissions managed by incorporating the principle of least privilege?			
		58	Are physical access permissions managed by incorporating the principle of separation of duties?			
		59	Is network integrity protected by incorporating network segregation where ever appropriate?			

Protect	activities and transactions.	60	is proof of identity of users is established and bound to to authentication credentials?			
		61	Are users, devices, and other assets authenticated (e.g., single-factor, multifactor) commensurate with the risk of the transaction (e.g., individuals’ security and privacy risks and other organizational risks)?			
	Awareness and Training: The organization’s personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements.	62	Are all users are informed and trained on topics of Information Security?			
		63	Do users with privileged or elevated access understand their roles and responsibilities regarding information security			
		64	Do third-party stakeholders, suppliers, customers, and/or partners thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		65	Do senior executives thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		66	Do information security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		67	Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect to cyber security threats, vulnerabilities and risks?			
		68	Do physical security personnel thoroughly and accurately understand their roles and responsibilities with respect protection of facilities from physical threats, vulnerabilities and risks?			
	Data Security: Information and records (data) are managed consistent with the organization’s risk strategy to protect the confidentiality, integrity, and availability of information.	69	Is data at rest protected appropriate to its sensitivity?			
		70	Is data in transit protected appropriate to its sensitivity?			
		71	Are digital assets (data/information/software) formally managed throughout its life cycle?			
		72	Are physical information assets (hardware) formally managed throughout their life cycle?			
		73	Do you conduct capacity management of all critical systems to ensure availability?			
		74	Are protections and access controls in place to protect against data leakage?			
		75	Are integrity checking mechanisms such as digital signatures and hash verification used to verify software, firmware, and information integrity?			
		76	Are development and testing environments separate from production environments?			
		77	Are integrity checking mechanisms used to verify the integrity of hardware?			
	Information Protection Processes and Procedures: Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	78	Are baseline configurations and hardening measures for information technology systems (workstations, servers, infrastructure) created and maintained?			
		79	Are baseline configurations and hardening measures for industrial control systems created and maintained?			
		80	Is a Development Life Cycle implemented to manage enterprise systems such as ERP, email, HR, or Finance (hardware, software, infrastructure, documentation)?			
		81	Is a Software Development Life Cycle implemented to manage in-house developed applications?			
		82	Is an Acquisition Life Cycle implemented to manage COTS software?			
		83	Is an Acquisition Life Cycle implemented to manage PaaS and SaaS?			
		84	Do you have a change management process?			
		85	Do you perform backups of all systems regularly?			
		86	Do you regularly test backup media for accuracy and effectiveness?			
		87	Does the physical access to centrally stored (data center/closet) information assets meet applicable policy and/or regulation?			
		88	Does the physical access to distributed (workstations) information assets meet applicable policy and/or regulation?			
		89	Does the physical operating environment protect assets according to applicable policy and/or regulation?			
		90	Is data destroyed as required and following appropriate destruction process and timeframes?			
		91	Do you continuously review and improve protection processes and procedures?			
		92	Is the effectiveness of protection technologies shared with appropriate parties to improve the information security program?			
		93	Are Incident Response plan(s) in place and managed?			
		94	Are Incident Recovery plan(s) in place and managed?			
		95	Are Business Continuity plan(s) in place and managed?			
		96	Are Disaster Recovery plan(s) in place and managed?			
		97	Are response and recovery plans regularly reviewed and revised?			
		98	Are response and recovery plans regularly tested?			
		99	Do human resources practices include cyber security concerns such as screening, onboarding and de-provisioning?			

Detect		100	Is cybersecurity education and awareness provided to workforce members and appropriately targeted by role within the organization?			
		101	Do you have an effective vulnerability management strategy?			
	Maintenance: Maintenance and repairs of industrial control and information system components is performed consistent with policies and procedures.	102	Is the maintenance and repair of information assets performed in a timely manner by authorize individuals following manufacturer specifications?			
		103	Are accurate records of maintenance and repair of information assets kept?			
		104	Is the maintenance and repair of information assets performed and using approved and controlled software?			
		105	Is remote maintenance and repair of information assets approved and performed in a manner that prevents unauthorized access?			
		106	Are accurate records of remote maintenance and repair of information assets kept?			
	Protective Technology: Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	107	Are audit logs retained in accordance established procedure?			
		108	Are audit logs regularly reviewed in accordance established procedure?			
		109	Are paper records protected and restricted according established procedure?			
		110	Is removable media such as flash drives protected and restricted according to established procedure?			
		111	Is information on mobile devices protected and restricted according to established procedure?			
		112	The principle of least privileged is incorporated in the access control of systems and assets.			
		113	The principle of least functionality is incorporated in the access to systems and assets.			
		114	is the network managed and controlled to protect information in systems and applications?			
115		Are mechanisms such as fail-safes, load balancing, hot swap implemented to achieve resilience requirements during normal and adverse situations?				
	Anomalies and Events: Anomalous activity is detected in a timely manner and the potential impact of events is understood.	116	Is a baseline of network operations and expected data flows for users and systems established and managed to identify anomalous activities?			
		117	Are detected events analyzed and researched to understand attack targets and methods?			
		118	Is event data aggregated and correlated from multiple sources and sensors using systems such as SIEM, IDS/IPS, log review and endpoint events?			
		119	When detected, Is the impact of events from anomalous activity proactively determined and managed?			
		120	Are incident alert thresholds established and managed in order to detect anomalous activity?			
	Security Continuous Monitoring: The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures.	121	Are incident alert thresholds established and managed to minimize false positives and negatives?			
		122	Is the network monitored to detect potential cybersecurity events?			
		123	Is the physical access controls incorporated into procedures, where appropriate, detect potential cybersecurity events?			
		124	Is user activity monitored to detect potential cybersecurity events?			
		125	Are people, processes and technologies in place to detect malicious code?			
		126	Are appropriate systems in place to detect unauthorized mobile code?			
		127	Is external service provider activity monitored to detect potential cybersecurity events?			
		128	Is monitoring performed to detect unauthorized users?			
		129	Is monitoring performed to detect unauthorized externa network or system connections?			
		130	Is monitoring performed to detect unauthorized devices connecting to the network?			
		131	Is monitoring performed to detect unauthorized software?			
		132	Are vulnerability scans performed regularly?			
Detection Processes: Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	133	Are roles and responsibilities for detection well defined to ensure accountability?				
	134	Do detection activities comply with all applicable legal, regularity, and/or customer requirements?				
	135	Are detection processes and or procedures regularly tested?				
	136	Is event detection information communicated to appropriate internal and external parties?				
	137	Are detection processes regularly reviewed and improved?				
	Response Planning: Response processes and procedures are executed and maintained, to ensure timely response to detected cybersecurity events.	138	Are response plans executed at the time of an event?			
		139	Do personnel know their roles and what they should do when a response is needed?			
	Communications: Response activities are coordinated with internal and external stakeholders, as appropriate,	140	Does everyone within the organization know how, when and to whom to report an event?			
		141	Is information shared with internal parties consistent with the response plans?			
		142	Is information shared with external parties consistent with the response plans?			

Respond	to include external support from law enforcement agencies.	143	Does coordination with stakeholders occur and is it consistent with response plans?			
		144	Does voluntary information sharing occur with external parties to achieve broader cybersecurity situational awareness?			
	Analysis: Analysis is conducted to ensure adequate response and support recovery activities.	145	Are notifications from detection systems monitored, analyzed and investigated?			
		146	Are the impacts of the incidents clearly understood?			
		147	Is forensics performed to determine root cause or preserve management options for sanctions such as prosecution or disciplinary action?			
		148	Are incidents reviewed and categorized?			
		149	Are response plans appropriate to the incident categorization?			
		150	Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal sources (e.g. internal testing, employee notifications, etc.)?			
		151	Are processes established to receive, analyze and respond to vulnerabilities disclosed to the organization from external sources (e.g. security bulletins, security researchers, etc.)?			
	Mitigation: Activities are performed to prevent expansion of an event, mitigate its effects, and eradicate the incident.	152	Are incidents contained consistent with response plans?			
		153	Are incidents mitigated consistent with response plans?			
		154	Are all vulnerabilities mitigated or documented as accepted risks?			
	Improvements: Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	155	Do response plans incorporate lessons learned?			
		156	Are response plans reviewed and updated regularly?			
Recover	Recovery Planning: Recovery processes and procedures are executed and maintained to ensure timely restoration of systems or assets affected by cybersecurity events.	157	Are recovery plans executed after an event?			
		158	Do recovery plans incorporate lessons learned?			
	Improvements: Recovery planning and processes are improved by incorporating lessons learned into future activities.	159	Are recovery plans reviewed and updated regularly?			
		160	Are public relations managed to protect the organizations reputation?			
	Communications: Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors.	161	After an event is the organizations reputation analyzed and efforts taken to repair?			
		162	Are recovery activities communicated to appropriate internal stakeholders such as executive and management teams?			