



**INVITATION FOR BIDS (IFB)
FOR
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH
(IFB #21-0070-1)**

January 2023

Prepared By

**County of Los Angeles
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APPENDICES:

- A** **Sample Contract:** Identifies the terms and conditions of the contract.
- B** **Required Forms and Documents:** Forms and Documents that must be completed and included in the Bid.
- C** **Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D** **Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- E** **Behavioral Aide Services Outcome Data:** Outcome data from May 2021 to April 2022.
- F** **Sample Format to Submit Written Questions:** This is document is used to submit written questions.

PREAMBLE

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

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring services, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

MISSION STATEMENT

The Department of Children and Family Services (DCFS) Vision, Mission, and Values are as follows:

- Vision: Children thrive in safe families and supportive communities.
- Mission: DCFS practices a uniform service delivery model that measurably improves: Child safety, Permanency, and Access to effective and caring services.
- Values: Cultural Sensitivity, Leadership, Accountability, Integrity, and Responsiveness.

1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

EVENT	DATE/TIME
IFB Release Date	January 16, 2023
Request for a Solicitation Requirements Review Due by Email	January 30, 2023 by Noon (12 pm PST)
Bidders' Conference	February 6, 2023 at 10 am PST
Written Questions Due by Email	February 6, 2023
Questions and Answers Released by Addendum on or Around	March 1, 2023
Bids Due	<u>Postmarked by no later than:</u> March 22, 2023
Bids Opening	April 5, 2023 at 10 AM PST Please see Section 8, Selection Process Overview
Anticipated Contract Term	January 1, 2024 – June 30, 2026
Minimum Requirements	Please see Section 3, Bidder's Minimum Requirements
IFB Contact	BASIFB@dcfs.lacounty.gov and Diana Lee, Leed2@dcfs.lacounty.gov

2 GENERAL INFORMATION

2.1 Purpose

The County of Los Angeles, DCFS is issuing this Invitation for Bids (IFB) to solicit Bids for a Contract with an organization who can provide One to One Behavioral Aide Services for High Risk Youth (HR Youth) (One to One Behavioral Aide Services). These services provide assistance to caregivers of youth with very high needs and have proven to stabilize some placements, prevented placement disruptions for HR Youth and have allowed potential caregivers to accept youth with very high risk behaviors into their care.

Contractor's Behavioral Aide(s) Staff shall provide enhanced one to one supervision to the HR Youth referred under the terms of this Contract. The person or placement entity with whom the HR Youth is placed (known hereafter as the caregiver) is ultimately responsible for the HR Youth's care and the Contractor's Behavioral Aide(s) Staff is to supervise the HR Youth within the directives provided by the caregiver. The Contractor's Behavioral Aide(s) Staff is never to be left alone on site with the HR Youth; the Contractor's Behavioral Aide(s) Staff is not the primary source of supervision for the HR Youth.

Details of the required services are described in the Appendix A, Sample Contract, Exhibit A, Statement of Work (SOW) of this IFB.

2.2 Overview of Solicitation Document

This Invitation for Bids (IFB):

1. Specifies the Bidder's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
2. Contains instructions to Bidders on how to prepare and submit their Bid.
3. Explains how the Bids will be reviewed and selected.
4. **The following Appendices are included in the IFB:**
 - A. Sample Contract:** Lists the terms and conditions of the Contract.
 - B. Required Forms and Documents:** Forms and Documents contained in this section must be completed and included in the Bid.
 - C. Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to department requesting a Solicitation Requirements Review.

D. Background and Resources: California Charities Regulation: An information sheet intended to assist Non-profit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

E. Behavioral Aide Services Outcome Data: Outcome data from May 2021 to April 2022.

F. Sample Format to Submit Written Questions: This is document is used to submit written questions.

2.3 Terms and Definitions

Definitions of general terms can be found in Appendix A, Sample Contract, Part I, Unique Terms and Conditions, Section 1.0. Applicable Documents and Define Terms, and Part A, Introduction, Section 4.0, Definition, in the Statement of Work (SOW).

2.4 Contract Term

2.4.1 The term of this Contract is targeted to commence on January 1, 2024 or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later through June 30, 2026, unless terminated earlier or extended, in whole or in part, as provided in this Contract. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR.

2.4.2 The County shall have the option to extend for additional years as necessary with approval of the State of California Department of Social Services.

2.5 Contract Rate

This is a fixed price Contract where the County pays Contractor a set hourly rate for each approved hour of Behavioral Aide Services for High Risk Youth, excluding lunch breaks. The County does not guarantee any minimum number of hours or referrals.

2.5.1 The past average weekly hours of required Behavioral Aide Services for High Risk Youth was about 1,550 hours, totaling approximately 74,400 hours for the complete contract term of May 2021 to April 2022.

2.5.2 Behavioral Aide Services for High Risk Youth is provided in all cities throughout Los Angeles County. At 25%, the City of Los Angeles continues to have the highest volume of total requests for the contract term of May 2021 to April 2022.

2.5.3 Additional data for past Behavioral Aide Services for High Risk Youth can be found in Appendix E (Behavioral Aide Services Outcome Data).

2.6 Days of Operation

The Contractor will be required to accept referrals and assign Behavioral Aide Staff 24 hours a day, seven days a week, including holidays. The Contractor will provide services as specified within the approved timeframe and hours indicated in the Appendix A (Sample Contract), SOW Exhibit A-9 (DCFS 4213 One-on-One Services Request Form).

2.7 Indemnification and Insurance

Contractor will be required to comply with the indemnification provisions contained in Appendix A (Sample Contract), Section 6.0 (Indemnification). The Contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Sample Contract), Section 7.0 (Insurance Requirements) and 7.2 (Insurance Coverage Requirements).

3 BIDDER'S MINIMUM REQUIREMENTS

Interested and qualified Bidders who can demonstrate their ability to successfully provide the required services outlined in Appendix A (Sample Contract), Exhibit A (SOW) of this IFB are invited to submit a Bid, provided they meet the following requirements:

- 3.1 Bidder must have three (3) years of experience within the last five (5) years recruiting, coordinating, deploying, and overseeing services similar to what this contract is seeking for High Risk Youth residing in multiple locations across a large geographical area.
- 3.2 Must have the capability and capacity to deploy enough staff to cover at least 1,550 hours per week of One to One Behavioral Aide Services for High Risk Youth at various sites throughout Los Angeles County. Service requests range from four (4) hours to 24 hours a day, and from three (3) to seven (7) days a week, based on the needs of the youth. Please refer to Appendix E, Behavioral Aide Services Outcome Data from May 2021 to April 2022.
- 3.3 Must have the ability to obtain Federal Bureau of Investigation (FBI) Criminal Index, Department of Justice (DOJ) Criminal Index and Child Abuse Criminal Index (CACI) clearances on all employees providing direct services to DCFS youth.
- 3.4 Bidder does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed

costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

Any contract resulting from this IFB is not an exclusive contract. County reserves the right to contract with other contractors or request the same or similar services of other firms.

The County may only award one contract or cancel solicitation without awarding a contract to one or more qualified, responsive and responsible Bidders.

4.1 County's Right to Amend Invitation for Bids (IFB)

The County has the right to amend the IFB by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this IFB. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Bid not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.2 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Bid and the terms of any resultant agreement, and to determine which Bid best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.3 County Option to Reject Bids

The County may, at its sole discretion, reject any or all Bids submitted in response to this solicitation. The County will not be liable for any costs incurred by a Bidder in connection with the preparation and submission of any Bid. The County reserves the right to waive inconsequential disparities in a submitted Bid.

4.4 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Bidder.

5 NOTIFICATION TO BIDDERS

5.1 Notice to Bidders Regarding the Public Records Act

5.1.1 Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended Bidder's Bid will become a matter of public record when (1) contract negotiations are complete; (2) DCFS receives a letter from the recommended Bidder's authorized officer that the negotiated contract is the firm offer of the recommended Bidder; and (3) DCFS releases a copy of the recommended Bidder's Bid in response to a Notice of Intent to Request a Bidder Selection under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all Bids will become a matter of public record when the Department's Bidder recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all Bids that are justifiably defined as business or trade secrets, and plainly marked by the Bidder as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Bid as confidential will not be deemed sufficient notice of exception. The Bidders must specifically label only those provisions of their respective Bid which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

5.1.3 Responses to this IFB shall become the exclusive property of the County. At such time as DCFS recommends a Bidder(s) to the County Board of Supervisors and such recommendation appears on the Board agenda, all such Bids submitted in response to this IFB, become a matter of public record, with the exception of those parts of each Bid which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

5.2 Contact with County Personnel

Any contact regarding this IFB or any matter relating thereto must be in writing and submitted to the email address below:

Behavioral Aide Services IFB Email Address:

BASIFB@dcfs.lacounty.gov

If it is discovered that Bidder contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their Bid from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Bidder's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

5.4 Protest Process

5.4.1 Under [Board Policy No. 5.055 \(Services Contract Solicitation Protest\)](#), any prospective Bidder may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Bidder may request a review of a disqualification or of a proposed contract award under such solicitation as described respectively in the Section below. It is the responsibility of the Bidder challenging the decision of a County department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Bidder protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Section 9.1)
- Review of a Disqualified Bid (Reference Section 9.2)
- Review of Department's Bidder Selection (Reference Section 9.3)

5.5 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, will be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor. Bidder must certify that he/she is aware of and has read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Required Form 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms and Documents).

5.6 Determination of Bidder's Responsibility

5.6.1 Section 23-601.24 of the California Department of Social Services (CDSS) Manual Pursuant to the CDSS Manual, 23-601.24; a "Responsible Bidder" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics; and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

5.6.2 A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Bidders.

- 5.6.3 Bidders are hereby notified that, in accordance with Chapter 2.202 [of the County Code](#), the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of the subcontractors and of which the Bidder had no knowledge will not be the basis of a determination that the Bidder is not responsible.
- 5.6.4 The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.6.5 If there is evidence that the apparent highest ranked Bidder may not be responsible, the Department will notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department will provide the Bidder or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.6 If the Bidder presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder will reside with the Board of Supervisors.
- 5.6.7 These terms will also apply to proposed subcontractors of Bidders on County contracts.
- 5.6.8 County will: 1) contact Bidder's clients referenced on Required Form 8, Bidder's List of References, for feedback regarding Bidder's current and past performance; 2) review information provided on Required Form 18 (Bidder's List of Contracts and Required), Form 4 (Bidder's Debarment History and List of Terminated Contracts); 3) review of information provided on Required Form 19 (Bidder Involvement in Litigation or Contract Compliance Difficulties) and

4) review County Contract Database and Contractor Alert Reporting Database records to determine if a Bidder has the ability to comply with the proposed delivery or performance schedule specified in Appendix A (Sample Contract), Exhibit A (SOW).

5.6.9 County will review the Bid and performance record to determine whether a Bidder has a record of unsatisfactory performance, lack of integrity or poor business ethics.

5.6.10 County will review the Bid and performance record to determine if a Bidder is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

5.7 Determination of Bidder's Responsiveness

5.7.1 Pursuant to the California Department of Social Services (CDSS) Manual, Section 23-601.25, a "Responsive Bidder" means one whose proposal substantially complies with all requirements of this IFB.

5.7.2 County will review and evaluate each Bid to determine if the Bidder meets the Minimum Requirements. Bidders who do not meet the Minimum Requirements may be disqualified and their Bid eliminated from any further consideration.

5.7.3 County will evaluate each Bid submitted to determine if the Bidder complies with the IFB format and submission requirements set forth in this IFB. The County, at its sole discretion, may accept a Bid that substantially complies with the requirements in this IFB.

5.8 Bidder Debarment

5.8.1 The Bidder is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the Bidder from Bidding or proposing on, or being awarded, or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Bidder's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Bidder has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or

submitted a false claim against the County or any other public entity. These terms will also apply to proposed subcontractors of Bidders on County contracts.

- 5.8.2 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.9 Gratuities

5.9.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of a Contract or that the Bidder's failure to provide such consideration may negatively affect the County's consideration of the Bidder's submission. A Bidder must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Contract.

5.9.2 Bidder Notification to County

A Bidder must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's (A-C) Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.

5.9.3 Form of Improper Consideration

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

5.10 Notice to Bidders Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify

compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Bidder to review the ordinance independently as the text of said ordinance is not contained within this IFB. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Bidder is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.11 Consideration of GAIN/GROW Participants for Employment

- 5.11.1 As a threshold requirement for consideration for contract award, Bidders must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or General Relief Opportunity for Work \(GROW\) Programs](#) or must attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Bidders must attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment or promotional opportunities.
- 5.11.2 Bidders who are unable to meet this requirement will not be considered for contract award. Bidders must complete and return Required Form 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms and Documents), along with their Bid.

5.12 Jury Service Program

- 5.12.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective Contractors should carefully review the Jury Service Ordinance and Section 14.0 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this IFB. The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.
- 5.12.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Required Form 2 (Bidder's Certification of Compliance). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any

of the exceptions to the Jury Service Program, then the Contractor must so indicate in Required Form 2 (Bidder's Certification of Compliance) of Appendix B (Required Forms and Documents), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.13 Notification to County of Pending Acquisitions/Mergers by Bidding Company

The Bidder must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Bidder in Required Form 1, (Bidder's Organization Questionnaire/Affidavit) of Appendix B (Required Forms and Documents). Failure of the Bidder to provide this information may eliminate its Bid from any further consideration. Bidder will have a continuing obligation to notify the County and update any changes to its response in Required Form 1 (Bidder's Organization Questionnaire/Affidavit) during the solicitation.

5.14 Bidder's Charitable Contributions Compliance

5.14.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulation, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

- 5.14.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Required Form 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms and Documents) certifying 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement or 2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts. A completed Required Form 2 (Bidder's Certification of Compliance) is a required part of any agreement with the County.
- 5.14.3 Prospective County Contractors that do not complete Required Form 2 (Bidder's Certification of Compliance) part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

5.15 Defaulted Property Tax Reduction Program

- 5.15.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") ([Los Angeles County Code, Chapter 2.206](#)). Prospective Contractors should reference the pertinent provisions in Sections 25.1 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 25.2 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 5.15.2 Bidders will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Required Form 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms and Documents). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance Contractor ([Los Angeles County Code, Chapter 2.202](#)).

- 5.15.3 Bids that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.16 Bidder's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

- 5.16.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.
- 5.16.2 Contractors are required to complete Required Form 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms and Documents), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 66.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, Contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

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

- 5.17.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.17.2 Upon contract award or at the request of the A-C or the contracting department, the Contractor must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

- 5.17.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.18 Bidder's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

- 5.18.1 On May 29, 2018, 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](#).
- 5.18.2 Contractors are required to complete Required Form 2 (Bidder's Certification of Compliance) in Appendix B (Required Forms Documents), certifying that they, and their subcontractors are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, Contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

5.19 Contractor Alert Reporting Database

- 5.19.1 The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing Contractors. When a County department identifies a significant performance/non-compliance issue(s) with a Contractor, the department will provide notice to the Contractor and will give the Contractor an opportunity to correct the issue(s). If the Contractor does not take any appropriate steps to correct the issue(s), the County department will enter the Contractor, along with any other relevant information pertaining to the Contractor's performance issue(s), into CARD.
- 5.19.2 The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining Bidder responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the [Los Angeles County Code Chapter 2.202](#), and the County's [Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment](#).

5.20 Prohibition from Participation in Future Solicitation(s)

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a Bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a Bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Bidder/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

5.21 COVID-19 Vaccinations of County Contractor Personnel

Bidders are advised that it must comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\)](#) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Bidders are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a Bid to this solicitation. A completed Required Form 26 (Exhibit M) (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

5.22 Community Business Enterprise (CBE) Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County must be reflected in Required Form 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms Documents).

All Bidders must document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The Bidder must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): CBESBE@wdacs.lacounty.gov with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@wdacs.lacounty.gov.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Bidder's ability to provide the best service and value to the County.

6. COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. These programs and how to obtain certification are further explained in Section 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at: <http://dcba.lacounty.gov>.

6.1.3 In no case will the Preference Programs (LSBE, SE, and DVBE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Local Small Business Enterprise (LSBE) Preference Program

6.2.1 The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).

6.2.2 The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>

- 6.2.3 Businesses requesting the LSBE preference must complete and submit Required Form 3 (Request for Preference Consideration) in Appendix B (Required Forms and Documents) and submit their LSBE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their Bid.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

6.4 Social Enterprise (SE) Preference Program

- 6.4.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of a SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.4.2 The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.4.3 Businesses must complete and submit Required Form 3 (Request for Preference Consideration) in Appendix B (Required Forms and Documents), and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their Bid.

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 6.5.1 The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).
- 6.5.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.5.3 Businesses requesting the DVBE preference must complete and submit Required Form 3 (Request for Preference Consideration) in Appendix B (Required Forms and Documents), and submit a letter of certification from the DCBA with their Bid.

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Bidders in how to prepare and submit their Bid.

7.1 County Representation Disclaimer

The County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County Board of Supervisors unless such understanding or representation is included in this IFB or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

7.2 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

7.3 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid will be sufficient cause for rejection of the Bid. The evaluation and determination in this area will be at the Director's sole judgment and his/her judgment will be final.

7.4 IFB Timetable

The following timetable represents the County's best estimate of the schedule that shall be followed in this procurement process. County reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be posted on DCFS Contracts website at <http://contracts.dcfs.lacounty.gov/>.

EVENT	DATE/TIME
IFB Release Date	January 16, 2023
Request for a Solicitation Requirements Review Due by Email	January 30, 2023 by Noon (12 pm PST)
Bidders' Conference	February 6, 2023 at 10 am PST
Written Questions Due by Email	February 6, 2023
Questions and Answers Released by Addendum on or Around	March 1, 2023

Bids Due	<u>Postmarked by no later than:</u> March 22, 2023
Bids Opening	April 5, 2023 at 10 AM PST Please see Section 8, Selection Process Overview
Anticipated Contract Term	January 1, 2024 – June 30, 2026
Minimum Requirements	Please see Section 3, Bidder's Minimum Requirements
IFB Contact	BASIFB@dcfs.lacounty.gov and Diana Lee, Leed2@dcfs.lacounty.gov

7.5 Bidders' Questions

- 7.5.1 Bidders may submit written questions regarding this IFB by e-mail to: BASIFB@dcfs.lacounty.gov. All questions must be received by the Written Question due date and time specified in Section 7.4 (IFB Timetable). Questions will not be accepted after the due date and time specified in Section 7.4 (IFB Timetable).
- 7.5.2 When submitting questions please specify the IFB part and section number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the IFB.
- 7.5.3 A sample format to use for submitting question is provided in **Appendix F: Sample Format to Submit Written Question** (Bidders may duplicate the format provided in Appendix D). COUNTY reserves the right to group similar questions when providing answers.
- 7.5.4 All questions, without identifying the submitting Bidder, will be compiled with the appropriate answers and issued as an addendum to the IFB. The addendum will be posted on the DCFS Website at <http://contracts.dcfs.lacounty.gov/>.

7.6 Bidders' Conference

A Bidders' Conference will be held to discuss the IFB. County staff will respond to questions from potential Bidders. The conference is scheduled as follows:

Date: February 6, 2023

Time: 10:00 am PST

7.7 Preparation of Bid

All Bids must be bound and submitted in the following prescribed format. Any Bid that deviates from this format may be rejected without review at the County's sole discretion.

7.7.1 Each bid must be bound and submitted in the prescribed format below:

- The original bid and one copy must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
- The original bid and one copy must be securely bound in a three-ring binder. Original bid and copy that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.
- The original bid and copy's cover binders must state the title of the IFB, IFB number (IFB #21-0070-1) and the name of your organization. The original bid's cover must be clearly marked "original".
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section must be specifically labeled and in the order listed subsection 7.8.1 below.

7.7.2 A Sample Contract is provided as Appendix A for your information and review. It is recommended that Bidders have the Sample Contract reviewed by their legal counsel. The Bidder is **NOT** to complete or submit the Sample Contract with their bid.

7.7.3 County is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any bid in response to this IFB.

7.7.4 False, misleading, incomplete, or deceptively unresponsive statements in connection with a Bid shall be sufficient cause for rejection of the Bid. The evaluation and determination in this area shall be at the Director's sole judgment and the judgment shall be final.

7.7.5 Bidder must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Bidder shall include all required forms, documents, and attachments with its sealed bid, the contents and sequence of which must be as listed in the following subsections.

7.8 Bid Format

7.8.1 The content and sequence of the Bid must be as follows:

- Transmittal Letter
- Table of Contents
- Section A: Appendix B: Required Forms and Documents (Forms 1 through 26 must be in this Section A)
- Section B: Appendix B: Required Forms and Documents (Forms listed as inserts must be in this Section B)
- Section C: Last Page of Bid (Form 27 must be in this Section C)

7.8.2 Transmittal Letter

The Bid must contain a transmittal letter that is no more than five (5) pages, and typed/printed on the Bidder's official letterhead and signed by authorized representative to bind the Contract, and include the following in the order listed:

- 1) Title of IFB and date;
- 2) The exact business name and legal business status (i.e., partnership, corporation, etc.) of the Bidder, as indicated in Appendix B (Required Form 1) of the Bid;
- 3) A brief introduction of the Bidder and its organization;
- 4) Summary of relevant background information to demonstrate their capability to perform the required services detailed in Appendix A (Sample Contract);
- 5) Description of how the Bidder's agency meets each of the minimum requirements as detailed in IFB Section 3, Bidder's Minimum Requirements;
- 6) The transmittal letter must bear the signature of the individual(s) authorized to sign on behalf of the Bidder (name, title and signature) and bind the applicant in a Contract. The person signing this form shall be recognized as the Bidder's contact person for any communication between the County and the Bidder.

7.8.3 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Bid. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.8.4 Section A: Appendix B: Required Forms and Documents: The person signing the forms must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.

Form 1 Bidder's Organization Questionnaire/Affidavit

Bidder must complete this form

Form 2 Certification of Compliance

Bidder must complete this form

Form 3 Request for Preference Consideration

Bidder shall complete and submit this form with their Bid regardless of whether they qualify for a Preference Program. Bidders who qualify for a Preference Program must complete this form and attach the required documents to show proof of qualification and to receive credit.

Form 4 Bidder's Debarment History and List of Terminated Contracts

Bidder must complete the Debarment History Form.

Contracts terminated within the past three years must be listed separately with a reason for termination, including details of any failure or refusal of Bidder to complete a contract.

Form 5 Declaration

Bidder must complete, sign and date Declaration.

Form 6 Community Business Enterprise (CBE) Information

Bidder shall complete and submit this form with their Bid regardless of whether they qualify for the Small Business Enterprise program.

Bidders who qualify for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

Form 7 Minimum Requirements

Bidder must complete, sign and date the Minimum Requirements form.

Form 8 Bidder's List of References

Bidder must provide five references where the same or similar scope of services were provided. County may disqualify a Bidder if:

- References fail to substantiate Bidder's description of the services provided, or;
- References fail to support that Bidder has a continuing pattern of providing capable, productive and skilled personnel, or
- The Department is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact of normal working hours.

Form 9 Bid Price

The Bid Price must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract.

Form 10 Board of Director's Resolution

Bidder must complete and submit a Board of Director's Resolution identifying the individuals authorized to bind Bidder if its organization is a corporation, Limited Liability Company (LLC), or partnership.

Form 11 List of Current Members of Board of Directors/Corporate Officers

Bidder must:

- a) Provide a list of names of the current members of its Board of Directors.
- b) Identify its board members who sit on other boards and those agencies.
- c) Identify any of its board members who are also employees of the County of Los Angeles.
- d) Identify Bidder's business partners and associates from the last five years.

Form 12 Bidder's List of Business Partners or Associates Within the Past Five (5) Years

Bidder must provide a list of names of persons with whom they have associated in business as partners or business associates. Partners are defined as person(s) who joins with Bidder to own and operate a business and who are personally liable for the business' debts and obligations. Business associates are defined as person(s) performing and/or assisting Bidder with a function or activity for receipt of returns such as monetary payments. Bidder must list all associations within the past five years of date of Bid submission.

Form 13 Certification of Ownership and Financial Interest

Bidder must complete, sign and date the Certification of Ownership and financial Interest Form.

Form 14 Contractor's Administration

Bidder must complete, sign and date this form.

Form 15 List of Proposed Subcontractors

Bidder must complete and submit the list of subcontractors for approval by County if Bidder is requesting to use subcontractors on the resulting contract. If subcontractors are unknown at the time of bidding, please indicate so on this Form.

Form 16 Revenue Disclosure (non-public Bidder)

Bidder must complete the Revenue Disclosure Form indicating all such income and sources.

Form 17 List of Bidder's Commitments

Bidder must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's ability to perform the contract. If Bidder has no commitments, Bidder shall so state.

Form 18 Bidder's List of Contracts

The listing must include all contracts (active/completed) for the last five years, showing year, type of services, dollar amount of services provided, location and contracting agency. It is the Bidder's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate.

Form 19 Bidder's Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties

Bidder must include details of any failure or refusal to complete a contract. Identify by name, case and court jurisdiction any pending litigation in which Bidder is involved, or judgments against Bidder in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Bidder or principals of the Bidder. Include any labor disputes and/or alleged unfair hiring practices in the past five (5) years. If none, include a statement to that effect.

Form 20 Bidder's EEO Certification

Bidder must comply with EEO laws, regulations and policies and complete, sign and date.

Form 21A Contractor Acknowledgement and Confidentiality Agreement**Form 21B Contractor Employee Acknowledgement and Confidentiality Agreement**

Form 21C Contractor Non-Employee Acknowledgement and Confidentiality Agreement

Bidder shall sign “Contractor’s Acknowledgment and Confidentiality Agreement” (Form 21A), have its employees sign the “Contractor Employee Acknowledgement and Confidentiality Agreement” (Form 21B) and have its non-employees and subcontractor nonemployees sign the “Contractor Non-Employee Acknowledgement and Confidentiality Agreement” (Form 21C). Once the employees are identified, the signed forms can be submitted before the work begins under this contract.

Form 22 Certification of Independent Price Determination and Acknowledgement of IFB Restrictions

Bidder must certify that prices quoted herein have been determined independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Form 23 Offer to Perform and Acceptance of Terms and Conditions

Bidder must complete and sign the Offer to Perform and Acceptance of Terms and Conditions. The County has the sole discretion to reject any Bid where the Bidder fails to accept the County’s terms and conditions specified in the IFB documents.

Form 24 Bidder’s Compliance with Encryption Requirements

Bidder must complete, sign and date this form.

Form 25 Federal Debarment and Suspension Certification

Bidder must complete, sign and date this form.

Form 26 COVID-19 Vaccination Certification of Compliance

Bidder must complete, sign and date this form.

7.8.5 Section B: Appendix B: Required Forms and Documents (Inserts):

1. Business Entity Structure Documents

Bidder must submit one of the following documents/certificates or an equivalent document specified for the business entity type unless its business entity structure is a sole proprietorship with no fictitious business name. If the Bidder is domiciled outside of California, the Bidder must provide proof of their status in that domicile. Bidder must be registered with the State of California and the local city where the Bidder will be conducting business prior to receiving a contract award.

- Sole Proprietorship - If a sole proprietorship is formed with a name other than the individual's name, a Fictitious Business Name Statement must be provided.
- Corporation - Articles of Incorporation
- Limited Liability Company - Domestic - LLC-1/Foreign - LLC-5
- Limited Partnership - Certificate of Partnership - LP-1
- General Partnership - Statement of Partnership Authority -GP-1
- Limited Liability Partnership - Registration of Limited Liability Partnership - LLP-1
- A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2. Secretary of State Filings - Statement of Information

Bidder must submit its most current and accurate **certified original SOI** filed with the California Secretary of State. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers. The SOI must be stamped with the Secretary's official seal. If Bidder is not a corporation or a limited liability company, insert a page with a statement that this section is not applicable.

3. Copies of Applicable Licenses, Certifications, and Permits

Bidder must furnish a copy of all applicable licenses. Bidder must submit copies of the following:

- Permit/License to conduct business in the State of California; and
- Letter from the Internal Revenue Service in which Bidder is issued an Employer Identification Number.

4. Bidder's Financial Capability

Bidder shall provide copies of the company's most current and prior two (2) fiscal years (for example 2019 and 2020), **a total of three (3) years, financial statements**. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statement are available, these should be submitted to meet this requirement. **Do not submit Income Tax Returns to meet this requirement.** Financial statements will be kept confidential if so stamped on each page.

5. Line Item Budget and Narrative

Bidder must provide a detailed line item budget in accordance with its pricing schedule per unit of service cost (mileage, surcharge, administrative costs, etc.) on a yearly contract period of 12 months.

A sample has been provided in Appendix B (Required Forms and Documents) for your review. It is the Bidder's responsibility to include all necessary line items (cost elements) in the Line Item Budget. Line Item Budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

Each Bid must have a narrative attached to the Line Item Budget providing a thorough and clear explanation of all projected line item and its budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. The budget and budget narrative will be made a part of the Contract with the selected Bidder.

6. Proof of Insurability

Bidder must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Sample Contract), Section 5.0 (Insurance Requirements) and 5.2 (Insurance Coverage Requirements). If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be awarded a Contract may be submitted with the Bid.

If Bidder has current insurance coverage for the required insurance types, a copy of the Certificate of Acord may be submitted. If the Bidder is selected and awarded the contract and prior to the Start Work Notice being issued, Bidder will be contacted to provide another Certificate of Acord naming this program.

If a Bidder does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Bidder be selected to receive a Contract award may be submitted with the Bid. In conjunction with the letter of certification, Bidder shall provide, upon County's request, copies of Bidder's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

Letters of Intent from insurance brokers will not be considered acceptable substitutes.

(Prior to execution of the Contract, Bidder must be compliant with the Contract insurance requirements).

7.8.6 Section C: Appendix B: Required Forms and Documents: The person signing the forms must be authorized to sign on behalf of the Bidder and to bind the applicant in a contract.

Form 27 Last Page of Bid

The last page of the Bid must list names of all joint ventures, partners, subcontractors or others having any right or interest in any resultant Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Bidder in a Contract.

7.9 Bid Submission

Please refer to Sub-section 7.4, IFB Timetable for Due Dates.

The Bid shall contain all required forms, documents, letters, and statements with original signatures or may also be electronically signed using a secure method of the agency's choosing.

7.9.1 Bids must be postmarked by no later than March 22, 2023. It is the sole responsibility of the Bidder to see that its bid is received before the submission deadline. Bidder shall bear all risks associated with delays in the U.S. Mail or other courier service. Any bid received after the Bid Due may be returned to the sender unopened, at the County's sole discretion.

7.9.2 For each bid/offer, the original and one copy shall be enclosed in a sealed envelope or box, plainly marked in the upper left hand corner with the name and address of the Bidder and bear the words:

**"BID FOR BEHAVIORAL AIDE SERVICES FOR HIGH
RISK YOUTH IFB #21-0070-1"**

7.9.3 The bid and any related information shall be delivered to:

**Department of Children and Family Services
Contracts Administration Division
Attention: Behavioral Aide Services Contract Analyst,
Section Three
510 S. Vermont Avenue, Ground Floor Mailroom
Los Angeles, California 90020**

7.9.4 All Bids will be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit Bids.

7.9.5 Until the Bid Due Date, errors in Bids may be corrected by a request in writing to withdraw the Bid and by submission of another set of Bids with the mistakes corrected. Corrections will not be accepted once the deadline for submission of Bids has passed.

7.9.6 Each Bidder agrees to provide the County with an explanation of any information provided in its Bid, which the County, in its discretion, deems necessary for an accurate determination of the Bidder's qualifications to perform the required service.

- 7.9.7 Bidder must respond only to this IFB as it is written including any written addenda discussed in Section 7.9.7 below. Bidder is not to attach any documentation, which is not required or requested under this IFB. Failure to adhere to the specifications contained in this IFB may be cause for rejection of the Bid. No corrections or resubmissions shall be accepted after the Bid deadline.
- 7.9.8 Any change to this IFB will be made by written addendum, which will be posted on the DCFS Website at <http://contracts.dcfs.lacounty.gov/>. This addendum will become a part of the IFB and the County reserves the right to issue more than one addendum. The County is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), a Bid's failure to address the requirement(s) of such addendum may result in the rejection of the Bid, as determined in the sole discretion of the County.
- 7.9.9 Bidder shall respond only to the IFB as it is written, including any written addenda. Bidder is not to attach any documentation, which is not required or requested in this IFB. Failure to adhere to the specifications contained in this IFB may be the cause for rejection of the Bid.
- 7.9.10 It is the sole responsibility of the submitting Bidder to ensure that its Bid is received by DCFS before the Bid Due Date. Submitting Bidders shall bear all risks associated with delays in the Bid submission. Any Bid received after the Submission Due Date (Postmarked by no later than March 22, 2023), as stated in the IFB Section 7.4 IFB Timetable, will be returned unopened to the sender.

7.9.11 LANGUAGE

Everything constituting the Bid and all documents submitted in connection with the Bid shall be written in English.

7.9.12 PRECAUTIONS REGARDING BID SUBMISSION

- 7.9.12.1 Any Bid that deviates from the format or the submission procedure may be rejected without review, at the County's sole discretion.
- 7.9.12.2 Failure to submit the Bid by the required date may result in disqualification, at the County's sole discretion.
- 7.9.12.3 A Bidder may be disqualified if on any previous Contract(s) with the County it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

8 SELECTION PROCESS OVERVIEW

8.1 Review Process

Bid Review and Selection Process consists of a two-part assessment. Part I is to determine the lowest Bid price. Part II is to determine whether the lowest price Bid and its Bidder are responsive and responsible and therefore qualified to be recommended to the County's Board of Supervisors for a contract award.

The lowest price Bid will be reviewed to determine whether it is responsive and responsible.

8.1.1 Bid Opening

A Bid Opening will be held to announce each Bidder's name and their Bid price. Attendance to the Bid Opening is optional. The Bid Opening is scheduled as follows:

Date: April 5, 2023
Time: 10:00 am PST

The Bid Opening will be held via virtual meeting through Microsoft Teams. Bidders who want to participate in the Bid Opening **must register by March 29, 2023** by sending an email to BASIFB@dcfs.lacounty.gov with the information listed below. The County will provide the Bid Opening Information to registered Bidder's Representative(s).

To register for the Bid Opening provide all the following information in an email **by March 29, 2023**:

- **Email Subject:** Register for Behavioral Aide Bid Opening (IFB #21-0070-1)
- Name of Organization
- Name of Bidder's Representative(s) and title
- Email and telephone number

8.1.2 Bids will be examined to determine the lowest price. Should one or more of the Bidders request and be granted one of the preference programs listed in section 6 of this IFB, the lowest Bid price will be determined as follows:

8.1.2.1 7.5% of the lowest qualifying Bid price submitted will be calculated and that amount will be deducted from the Bid price submitted by all Bidders who requested and were granted a preference.

- 8.1.2.2 Once the Bid sheet has been calculated based on weighted categories, the Preference will be applied.
- 8.1.2.3 The Bid with the lowest price will then move to assessment, in accordance with Section 5.6, Determination of Bidder Responsibility and Section 5.7, Determination of Bidder's Responsiveness. If the Bid with the lowest prices does not meet the requirements of the Part II assessment, then the next lowest priced Bid will proceed to the Part II assessment, and so on.
- 8.1.2.4 The Bid with the lowest price that meets the requirements of the Part II assessment will be recommended to the County Board of Supervisors for contract award. Only one of the above preferences will apply. In no case shall any Preference be combined to exceed 7.5% of the lowest responsible Bid meeting specifications.

8.2 Adherence to Minimum Requirements

County will review the Bidder's submission, Appendix B (Required Forms and Documents), and determine if the Bidder meets the minimum requirements.

Failure of the Bidder to comply with the minimum requirements may eliminate its Bid from any further consideration. The County may elect to waive any informality in a Bid if the sum and substance of the Bid is present.

9 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all the following criteria:

- 1) The request is made within the time frame identified in the solicitation document. Please see Section 7.4, IFB Timetable.
- 2) The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Bid;
- 3) The request Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 4) The request asserts either that:
 - a. application of the minimum requirements, evaluation criteria or business requirements unfairly disadvantages the person or entity;

or,

- b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the Bid due date.

All requests for solicitation Requirements Review must be submitted by email to: BASIFB@dcfs.lacounty.gov.

9.2 Disqualification Review

A Bid may be disqualified from consideration because a Department determined it was a non-responsive Bid at any time during the review/evaluation process. If a Department determines that a Bid was disqualified due to non-responsiveness, the Department will notify the Bidder in writing.

Upon receipt of the written determination of non-responsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1) The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 2) The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed and the determination will be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

9.3 Bidder Selection Review

Any Bidder that has timely submitted a notice of its intent to request a Bidder Selection Review as described in this Section may submit a written request for a Bidder Selection Review, in the manner and timeframe as will be specified by the Department.

A request for a Bidder Selection Review may, in the department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.3.1. The request for a Bidder Selection Review is submitted timely (i.e., by the date and time specified by the department);
- 9.3.2 The person or entity requesting a Bidder Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
- 1) The department materially failed to follow procedures specified in its solicitation document. This includes:
 - a. Failure to correctly apply the standards for reviewing the Bid format requirements.
 - b. Failure to correctly apply the standards, or follow the prescribed methods, for evaluating the Bids as specified in the solicitation document.
 - c. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - 2) The department made identifiable mathematical or other errors in evaluating Bids, resulting in the Bidder receiving an incorrect score and not being selected as the recommended Contractor.
 - 3) Another basis for review as provided by state or federal law; and
- 9.3.3. The request for a Bidder Selection Review sets forth sufficient detail to demonstrate that, but for the department's alleged failure, the Bidder would have been the lowest cost, responsive and responsible Bid or the highest-scored Bid, as the case may be.

Upon completing the Bidder Selection Review, the department representative will issue a written decision to the Bidder within a reasonable time following receipt of the request for a Bidder Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the Bidder of the manner and timeframe for requesting a County Independent Review see Section 9.4 below.

9.4 County Independent Review

Any Bidder that is not satisfied with the results of the Bidder Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Bidder Selection Review.

The request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 1) The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

- 2) The person or entity requesting the County Independent Review has limited the request to items raised in the Bidder Selection Review as listed in Section 9.3 (Bidder Selection Review) above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Bidder.

9.5 Consideration of Former Foster Youth for Employment

Should the Contractor require additional or replacement personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Appendix A (Sample Contract)

9.6 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard

9.6.1 Bidders shall become familiar with the Encryption Standards and the pertinent provisions of the Appendix A (Sample Contract) both of which are incorporated by reference into and made a part of this solicitation.

9.6.2 Bidders shall be required to complete Required Form 24 in Appendix B (Required Forms and Documents), providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Bidders that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

9.6.3 Bidders use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI or MI shall be disclosed by Form 24 in Appendix B (Required Forms and Documents) and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Bidder to additional encryption requirements for such remote servers.

9.6.4 Encryption Standards

9.6.4.1 Stored Data

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb devices, external hard drives) require encryption (i.e. software or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (FIPS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standards (AES) with cipher strength of 256-bit is minimally required.

9.6.4.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.6.4.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on part of the Contractor to comply with any of the provisions of this Sub-Section 9.6 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.7 Mandatory Requirement to Register On Federal System for Award Management

Contractor represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://sam.gov/content/home>. Contractor certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. Contractor certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Required Form 25 (Federal Debarment and Suspension Certification) in Appendix B (Required Forms and Documents).

9.8 Notification of Award

- 9.8.1 All Bidders will be notified in writing of the final selection.
- 9.8.2 The winning Bidder shall be prepared to enter into a contract with the County, which shall be substantially the same as the Appendix A, (Sample Contract) included in the IFB.
- 9.8.3 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.
- 9.8.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 9.8.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective Contractor(s), which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant Contract.

9.9 Formal Approval of Contract

- 9.9.1 Notwithstanding a recommendation of a department, agency, individual, or other, the County Board of Supervisors retains the right to exercise its judgment concerning the selection of a Bid(s) and the terms of any resultant contract, and to determine which Bid best serves the interests of the County.

9.9.2 The County Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.

9.9.3 Acceptance or recommendation of a Bid(s) does not constitute formation of a contract. A contract can be created only by formal approval by the County Board of Supervisors and executed according to law.

9.10 Selection Process Disclaimer

9.10.1 The County reserves the sole right to judge the contents of the Bid submitted pursuant to this IFB and to review, evaluate, and select the successful Bid.

9.10.2 County reserves the right to waive, in its sole discretion, any inconsequential disparities or disparities in a submitted Bid.

9.10.3 The failure of a Bidder to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

9.10.4 The objective of this IFB is to identify the lowest cost, most responsive, and responsible Bidder. In instances where more than one (1) Bid submitted has the lowest equal Bid price and are equally the most responsive and responsible Bid, the County reserves the right to consider an additional selection process in which the Bidders with the lowest equal Bid price will be offered the opportunity to adjust and resubmit their Budget to reflect an adjusted Bid price to the County for further consideration. DCFS will select the lowest cost responsive Bid to be recommended for a contract.

9.11 Canceling the IFB Process After Opening

The procurement process may be canceled after opening, but prior to award when the contracting officer determines that cancellation is in the best interest of the County for reason such as those listed below:

- 1) Inadequate, ambiguous, or otherwise deficient specifications were cited in the IFB.
- 2) The services are no longer required.
- 3) All otherwise acceptable Bids received are at unreasonable prices.

- 4) The Bids or proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- 5) The Bids received did not provide competition adequate to ensure reasonable prices in accordance with County resources or generally accepted prices.
- 6) No Bid is received which meets the minimum requirements of the IFB.
- 7) The County determines after analysis of the Bid, that its needs can be satisfied by a less expensive method.

All Bidders shall be notified in writing of the specific reasons when a County rejects all Bids.

APPENDIX A

IFB SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

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

AND

(CONTRACTOR)

FOR

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

CONTRACT NUMBER _____

_____ 2024

CFDA #: N/A

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH CONTRACT**

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EXHIBIT A: STATEMENT OF WORK

Exhibit A-1	Behavioral Aide Staff Welcome Packet
	a. California Mandated Reporting Guidelines b. Foster Youth Rights Handbook c. Our Shared Foundations of Practice: Department of Children and Family Services, Department of Mental Health, Probation Department (Shared Core Practice Model Summary) d. Caregiver Behavioral Aide Services Fact Sheet e. Behavioral Aide Staff Fact Sheet f. Shift Summary g. Behavioral Aide Services Fact Sheet: The Dos and Don'ts
Exhibit A-2	Behavioral Aide Contractor Staff Compliance Report
Exhibit A-3	Behavioral Aide Services Serious Incident Report
Exhibit A-4	Behavioral Aide Contractor Personnel Roster
Exhibit A-5	Behavioral Aide Services Invoice (per youth)
Exhibit A-6	Behavioral Aide Services Monthly Invoice Summary
Exhibit A-7	Behavioral Aide Timesheet
Exhibit A-8	User Complaint Report
Exhibit A-9	DCFS 4213 One-on-One Services Request
Exhibit A-10	Contractor's Administration
Exhibit A-11	County's Administration
Exhibit B-1	Pricing Schedule
Exhibit B-2	Line Item Budget
Exhibit C	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit D	Contractor Certificate of Compliance Forms
Exhibit E-1	Contractor Acknowledgement and Confidentiality Agreement
Exhibit E-2	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit E-3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit F-1	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit F-2	OMB A-122: http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a122/a122_2004.pdf
Exhibit F-3	45 CFR 74.27: http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf
Exhibit G	Internal Revenue Notice 1015
Exhibit H	Safely Surrendered Baby Law Fact Sheet
Exhibit I	Contractor's Compliance with Encryption Requirements
Exhibit J	Copies of Applicable Licenses, Certifications, and Permits
Exhibit K	Federal Debarment and Suspension Certification
Exhibit L	Community Business Enterprise (CBE) Information
Exhibit M	COVID-19 Vaccination Certification of Compliance
Exhibit N	Federal Award Information
Exhibit O	Information Security and Privacy Requirements

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH CONTRACT**

Behavioral Aide Services for High Risk Youth (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 20____
by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and
_____, hereinafter referred to as
"CONTRACTOR." _____ is located at
_____.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for Behavioral Aide Services for High Risk Youth when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Behavioral Aide Services for High Risk Youth; and

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Behavioral Aide Services for High Risk Youth; and

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

WHEREAS, expenditures made by CONTRACTOR in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. CONTRACTOR is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, Changes and Amendments and signed by both parties.
- 1.2 Exhibits A, through O set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work, and (3) Exhibits.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.
 - B. Children's Social Worker" or "CSW" – means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
 - C. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
 - D. "CONTRACTOR" – means the sole proprietor, partnership, corporation or other person or entity that has entered into this

Contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

- E. "Corrective Action Plan" or "CAP" – means a document that serves as CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered in investigations.
- F. "COUNTY" – means the COUNTY of Los Angeles and includes the Department of Children and Family Services.
- G. "COUNTY's Board of Supervisors" - means the governing body of the COUNTY of Los Angeles.
- H. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- I. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- J. "DCFS" - means COUNTY's Department of Children and Family Services.
- K. "Director" - means COUNTY's Director of the Department of Children and Family Services or his authorized designee.
- L. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.
- M. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- N. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- O. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- P. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- Q. "State" - means the government of California.

1.6 WORK

- 1.6.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 1.6.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

2.0 TERM

- 2.1 The term of this Contract shall commence on _____ or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later through _____ with two optional one-year extensions through _____, as follows, unless terminated earlier or extended, in whole or in part, as provided in this Contract. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the CONTRACTOR:
 - 2.1.1 Extension Option One: _____ through _____.
 - 2.1.2 Extension Option Two: _____ through _____.
- 2.2 The COUNTY shall have the option to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR.
- 2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR will not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR will stop work immediately upon receipt of such written stop work notice.
- 2.4 CONTRACTOR will notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR will send written notification to the COUNTY Program Manager at the address herein provided in Exhibit A-11, County's Administration.

- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term for a period not to exceed six (6) months beyond the expiration date listed on 2.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

- 3.1 The Maximum Contract Sum for this contract, including the two extension options is \$_____.

3.1.1 The Maximum Annual Contract Amount, effective _____ through _____ is \$_____.

3.1.2 The Maximum Annual Contract Amount for each Extension Option is \$_____.

- 3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B-1, Pricing Schedule for the services set forth in Part H, Statement of Work, in accordance with Part I, Section 4.0, Invoices and Payments, of this Contract.

- 3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the COUNTY's express prior written approval.

- 3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Contract Amount. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit A-11, County's Administration as stated in Part I, Unique Terms and Conditions, Section 11, Notices.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INVOICES AND PAYMENTS

- 4.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the rate of compensation specified in the Pricing Schedule (Exhibit B-1), as supported by the Budget, and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.
- 4.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent of the Maximum Annual Contract Amount between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, and travel) of CONTRACTOR's approved Budget each Contract year. CONTRACTOR shall submit such Budget Modification to the County Program Manager. Budget Modification shall be signed and dated by CONTRACTOR's authorized representative.

- 4.3 CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the County Program Manager.
- 4.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.
- 4.5 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
- 4.6 CONTRACTOR shall submit the original monthly invoice electronically to the COUNTY Program Manager for review and approval, as follows:
- E-mail: DCFS-BCRSD-Billings@dcfs.lacounty.gov
- 4.6.1 The Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS) is a web-based application anticipated to be developed and fully operational in the near future. Once live, the CONTRACTOR shall have internet access and implement utilization of BITS to process and communicate service request needs, document time worked, and prepare invoices to the COUNTY for payment.

- 4.7 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 4.8 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the COUNTY Auditor-Controller.
- 4.9 Contractor is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify COUNTY of any overpayments received by Contractor. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 4.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 4.11 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.
- 4.12 No Payment for Services Provided Following Expiration-Termination of Contract.
- 4.12.1 The CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, CONTRACTOR shall

immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 4.12.2 CONTRACTOR shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

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

- 4.13.1 The COUNTY, at its sole discretion, has determined that the most efficient and secure default form of payment for goods or services provided under an agreement/contract with the COUNTY shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 4.13.2 The CONTRACTOR shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 4.13.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 4.13.4 At any time during the duration of the agreement/contract, a CONTRACTOR may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.0 FEDERAL AWARD IDENTIFICATION

Title 2, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part

200.331, requires the COUNTY, to provide CONTRACTORs with the details of every federal award and sub-award, as referenced on Exhibit N, Federal Award Information.

Payment for this contract will be in accordance with contract Section 4.0 INVOICES AND PAYMENTS and funded utilizing ____% Federal, ____% State and ____% Local funds.

6.0 INDEMNIFICATION

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

7.0 INSURANCE REQUIREMENTS

7.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 7.1 and 7.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

7.1.1 Evidence of Coverage and Notice to COUNTY:

- a) Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, must be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- b) Renewal Certificates must be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified

copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

- c) Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- d) Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be e-mailed to:

ContractorInsurance@dcfs.lacounty.gov and the Contract Analyst

The subject of the e-mail shall read as follows:

AGENCY NAME_PROGRAM NAME_CERTIFICATE OF INSURANCE

Hard copies of the Insurance Certificate(s) will no longer be required.

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

7.1.2 Additional Insured Status and Scope of Coverage

The COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) must be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also must apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.1.3 Cancellation of or Change in Insurance

CONTRACTOR must provide COUNTY with, or CONTRACTOR's insurance policies must contain a provision that COUNTY will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

7.1.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

7.1.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

7.1.6 CONTRACTOR's Insurance Must Be Primary CONTRACTOR's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage must be in excess of and not contribute to any CONTRACTOR coverage.

7.1.7 Waivers of Subrogation

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

7.1.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR must include all Subcontractors as insureds under CONTRACTOR's own policies, or must provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR must obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

7.1.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies will not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

7.1.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. CONTRACTOR understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

7.1.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

7.1.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

7.1.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents must be designated as an Additional Covered Party under any approved program.

7.1.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

7.2 Insurance Coverage Requirements:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.2.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

7.2.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer. The written notice must be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to CONTRACTOR's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7.2.4 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

7.2.5 **Professional Liability/Errors and Omissions**

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

7.2.6 Cyber Liability Insurance

CONTRACTOR shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$3 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. CONTRACTOR shall add COUNTY as an additional insured to its cyber liability insurance policy and provide to COUNTY certificates of insurance evidencing the foregoing upon COUNTY'S request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the CONTRACTOR's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 8.1 Each of CONTRACTOR's staff performing services under this Contract who is in a designated sensitive position, as determined by COUNTY in COUNTY's sole discretion, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation. The fingerprinting will take place at the designated COUNTY facility.
- 8.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be removed immediately from performing services under the Contract. CONTRACTOR shall comply with COUNTY's request at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

- 8.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 8.4 Disqualification of any member of CONTRACTOR's staff pursuant to this sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 8.5 COUNTY shall immediately notify the CONTRACTOR of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any CONTRACTOR's staff who may come in contact with children while providing services under this Contract when such information becomes known to the COUNTY and shall be immediately removed if necessary.
- 8.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

9.0 CONFIDENTIALITY

- 9.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 9.2 CONTRACTOR shall inform all of its officers, employees, agents and Sub-CONTRACTOR's providing services hereunder of the confidentiality provisions of this Contract.
- 9.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit E-1, "CONTRACTOR Acknowledgement and Confidentiality Agreement."
- 9.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit E-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

- 9.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit E-3 "Contractor Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 9.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 9.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Sub-Contractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 9.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Sub-CONTRACTOR's, to comply with this sub-section 8.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 8.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 9.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

10.0 CONTRACTOR'S STAFF IDENTIFICATION

- 10.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.
- 10.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 10.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's COUNTY ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

11.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class or electronic mail, postage prepaid, addressed to the parties as identified in Exhibit A-10, Contractor's Administration and Exhibit A-11, County's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

12.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 12.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 12.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 12.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 12.4 If CONTRACTOR has obtained County certification as a Social Enterprise vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have

known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- 12.4.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the contract had been properly awarded;
 - 12.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 12.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 12.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 13.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 13.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 13.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 13.4 If CONTRACTOR has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, CONTRACTOR shall:

- 13.4.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY's costs would have been if the contract had been properly awarded;
 - 13.4.2 In addition to the amount described in subdivision (1) above, the CONTRACTOR will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 13.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 13.5 Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

14.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 14.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 14.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 14.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 14.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

15.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PROMPT PAYMENT PROGRAM

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice consistent with Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual.

16.0 RECORDS AND INVESTIGATIONS

- 16.1 Upon request, CONTRACTOR shall provide COUNTY with copies of records and documents and personnel records, and any video footage unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.
- 16.2 CONTRACTOR shall be responsible for annual or triennial financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual or triennial financial audits, as applicable, when required by any governmental entity (e.g. Federal government, CDSS, COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports by mail or email to:

Department of Children and Family Services
Contracts Administration Division
510 S Vermont Ave 14th Floor
Los Angeles, CA 90020
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT– CONTRACTOR

A listing of all of Contractor's Administration referenced in the following sub-paragraphs are designated in Exhibit A-10, Contractor's Administration. The CONTRACTOR will notify the COUNTY in writing of any change in the names or addresses shown.

1.1 Contractor's Program Director

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

1.2 Approval of Contractor's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following sub-sections is designated in Exhibit A-11, County's Administration. The COUNTY will notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 County Program Manager (CPM)

The role of the County Program Manager may include:

2.1.1 Ensuring that the objectives of this Contract are met;

2.1.2 Providing direction to the CONTRACTOR, as appropriate in areas relating to COUNTY policy, information requirements, and procedural requirements;

2.1.3 Meeting with CONTRACTOR's Program Director on a regular basis;

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

2.1.5 Overseeing the day-to-day administration of this Contract; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited.

- 2.1.6 The County Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

3.0 Americans WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 4.1 The CONTRACTOR must notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.
- 4.2 The CONTRACTOR must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, COUNTY consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract will be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY will be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

- 7.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS, or designee.
- 7.2 For any other changes which do not have an effect on the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and County Program Manager or designee.
- 7.3 For any change not covered by Sub-sections 7.1 or 7.2, an Amendment to this Contract shall be prepared by COUNTY, signed by CONTRACTOR, and executed by COUNTY as authorized by the County's Board of Supervisors.
- 7.4 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Federal, State, or County Regulation change, County's Board of Supervisors or Chief

Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Director of DCFS, or designee.

- 7.5 The Director of DCFS or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 2.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Director of DCFS, or designee.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

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

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

8.2.3 The assurance that all employees of CONTRACTOR and Sub-CONTRACTOR's understand that the safety of the child is always the first priority.

9.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 9.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program

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

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

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-section 9.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to [County Code Chapter 2.202](#).

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

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

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

- 11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five business days for COUNTY approval.
- 11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five business days of receiving the complaint.
- 11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 11.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
 - 12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

- 12.1.2 For contract over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Sub-CONTRACTOR's, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.

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

14.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

14.1 Written Employee Jury Service Policy

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

CONTRACTOR uses any Sub-Contractor to perform services for the COUNTY under this Contract, the Sub-Contractor shall also be subject to the provisions of this Section. The provisions of this subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract,

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

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

17.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

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

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit F-1, Auditor-Controller Contract Accounting and Administration Handbook.

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

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible CONTRACTOR is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

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

21.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors, finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice

which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 21.5 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
- 21.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 21.8 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an

appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

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

21.9 These terms shall also apply to the Sub-Contractors of COUNTY CONTRACTOR.

21.10 A registry of Debarred CONTRACTOR's for Los Angeles COUNTY, State and federal agencies may be obtained by going to the following websites:

- COUNTY: <http://doingbusiness.lacounty.gov/debarmentlist.htm>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S WORK

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

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

- 24.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of CONTRACTOR to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this agreement, failure of CONTRACTOR to cure such default within ten calendar days of notice shall be grounds upon which COUNTY may

terminate this agreement and/or pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 27.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

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

- 28.1.1 CONTRACTOR has made a misrepresentation of any required element in the Bid submitted in response to the Invitation for Bids, if any; or

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

28.2 Default for Insolvency

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 Other Events of Default

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

29.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

COUNTY and CONTRACTOR hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

30.0 FAIR LABOR STANDARDS

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

31.0 FIXED ASSETS

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

32.0 FORCE MAJEURE

- 32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractor's), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 32.2 Notwithstanding the foregoing, a default by a Sub-Contractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Sub-Contractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Sub-Contractor" and "Sub-Contractor's" mean Sub-Contractor's at any tier.

- 32.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

33.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

- 33.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 33.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

34.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

35.0 INDEPENDENT CONTRACTOR STATUS

- 35.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as

between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 35.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 35.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 35.4 The CONTRACTOR shall adhere to the provisions stated in Part I, Section 9.0, Confidentiality.

36.0 LIQUIDATED DAMAGES

- 36.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 36.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
 - (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Statement of Work, Part G - Performance Outcome Measure Summary & Actions for Unmet Performance Outcomes, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five days' notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

36.3 The action noted in sub-section 36.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

36.4 This sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-section 36.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

37.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential CONTRACTOR's must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at <http://camisvr.co.la.ca.us/webven/>

38.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY,

municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

39.0 NON-Discrimination AND AFFIRMATIVE ACTION

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

39.2 CONTRACTOR certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

39.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

39.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

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

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

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

40.0 NON EXCLUSIVITY

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

41.0 NOTICE OF DELAYS

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

42.0 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the

performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#), attached hereto as Exhibit G.

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

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

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

- 45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in sub-section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under sub-section 45.4 for:
- 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in sub-section 45.3;
- 45.5.2 Any materials, data and information covered under sub-section 45.2; and
- 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 45.8 The provisions of sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PROTECTION OF ELECTRONIC COUNTY PERSONAL INFORMATION, PROTECTED HEALTH INFORMATION AND MEDICAL INFORMATION – DATA ENCRYPTION STANDARD

46.1 Data Encryption

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

46.1.1 Stored Data

CONTRACTOR and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part1: General (Revision3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

46.1.2 Transmitted Data

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

46.1.3 Certification

The 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 of this Sub-paragraph 46 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

47.0 PUBLIC RECORDS ACT

- 47.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 48 - Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in [California Government Code Section 6250 et seq. \(Public Records Act\)](#) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 47.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

48.0 PUBLICITY

- 48.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 48.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

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

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

49.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

49.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

- 49.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 49.5 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 49.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its Sub-Contractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

50.0 RECYCLED-CONTENT PAPER

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

51.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

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

52.0 SHRED DOCUMENT

- 52.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 52.2 Documents for record and retention purposes in accordance with Part II, Section 49.0 - Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five years.

53.0 SUBCONTRACTING

- 53.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 53.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
 - 53.2.1 A description of the work to be performed by the Sub-Contractor;
 - 53.2.2 A draft copy of the proposed subcontract; and
 - 53.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 53.3 CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were CONTRACTOR employees.
- 53.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 53.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Sub-Contractors of this COUNTY right.

- 53.6 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 53.7 CONTRACTOR shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 53.7.1 An executed Exhibit E-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
- 53.7.2 Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Part I, Section 7, Insurance Requirements, of this Contract, and
- 53.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 53.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 53.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 53.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 53.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-Contractor's or their officers, employees and agents.

54.0 TERMINATION FOR DEFAULT

- 54.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County's Program Manager:
- 54.1.1 CONTRACTOR has materially breached this Contract;
 - 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 54.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 54.2 In the event COUNTY terminates this Contract in whole or in part as provided in sub-section 54.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 54.3 Except with respect to defaults of any Sub-Contractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-section 54.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Sub-Contractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in

sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-section, the terms "Sub-Contractor" and "Sub-Contractor's" mean Sub-Contractor(s) at any tier.

- 54.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of sub-section 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 55.0 - Termination for Convenience.
- 54.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in sub-section 54.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of sub-section 54.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 54.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part I, Section 6.0, Indemnification.
- 54.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

55.0 TERMINATION FOR CONVENIENCE

- 55.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR specifying the extent to which performance

of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

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

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

55.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

55.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 49.0 - Record Retention and Inspection/Audit Settlement.

56.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

57.0 TERMINATION FOR INSOLVENCY

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

- 57.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
 - 57.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
 - 57.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or
 - 57.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 57.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

59.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

60.0 USE OF FUNDS

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

61.0 VALIDITY

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

62.0 WAIVER

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

63.0 WARRANTY AGAINST CONTINGENT FEES

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

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

64.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

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

65.0 TIME OFF FOR VOTING

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

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

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

67.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Required Form 28 (Federal Debarment and Suspension Certification) in Part D, Required Forms.

68.0 COMPLIANCE WITH COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

69.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

70.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a CONTRACTOR or its subsidiary or Subcontractor ("Proposer/CONTRACTOR"), is prohibited from submitting a bid or proposal in a COUNTY solicitation if the Proposer/CONTRACTOR has provided advice or consultation for the solicitation. A Proposer/CONTRACTOR is also prohibited from submitting a bid or proposal in a COUNTY solicitation if the Proposer/CONTRACTOR has developed or prepared any of the solicitation materials on behalf of the COUNTY. A violation of this provision shall result in the disqualification of the CONTRACTOR/Proposer from participation in the COUNTY solicitation or the termination or cancellation of any resultant COUNTY contract.

71.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

71.1 At CONTRACTOR's sole cost, CONTRACTOR shall comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\)](#) of County Code Title 2 - Administration, Division 4. All employees of CONTRACTOR and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "CONTRACTOR PERSONNEL"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with COUNTY employees, interns, volunteers, and commissioners ("COUNTY workforce members"), (2)

working on COUNTY owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

- 71.2 CONTRACTOR PERSONNEL are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 71.3 Prior to assigning CONTRACTOR PERSONNEL to perform In-Person Services, CONTRACTOR shall obtain proof that such CONTRACTOR PERSONNEL have been fully vaccinated by confirming CONTRACTOR PERSONNEL is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from CONTRACTORS who follow the CDPH vaccination records guidelines and standards. CONTRACTOR shall also provide written notice to COUNTY before the start of work under this Contract that its CONTRACTOR PERSONNEL are in compliance with the requirements of this section. CONTRACTOR shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the COUNTY for audit purposes, when required by COUNTY.
- 71.4 CONTRACTOR shall evaluate any medical or sincerely held religious exemption request of its CONTRACTOR PERSONNEL, as required by law. If CONTRACTOR has determined that CONTRACTOR PERSONNEL is exempt pursuant to a medical or sincerely held religious reason, the CONTRACTOR must also maintain records of the CONTRACTOR PERSONNEL's testing results. The CONTRACTOR must provide such records to the COUNTY for audit purposes, when required by COUNTY. The unvaccinated exempt CONTRACTOR PERSONNEL must meet the following requirements prior to (1) interacting in person with COUNTY workforce members, (2) working on COUNTY owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- 71.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by COUNTY or other applicable law, regulation or order.
- 71.4.2 Wear a mask that is consistent with CDC recommendations at all times while on COUNTY controlled or owned property, and while engaging with members of the public and COUNTY workforce members.
- 71.4.3 Engage in proper physical distancing, as determined by the applicable COUNTY department that the Contract is with.
- 71.5 In addition to complying with the requirements of this section, CONTRACTOR shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit M (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the COUNTY.

72.0 INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

73.0 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

PART I: UNIQUE TERMS AND CONDITIONS

Section 1.0 Applicable Documents, Defined Terms and Work

Section 3.0 Contract Sum, Subsection 3.4

Section 6.0 Indemnification

Section 7.0 Insurance Requirements, Subsection 7.1 General Insurance Requirements

Section 7.0 Insurance Requirements, Subsection 7.2 Insurance Coverage Requirements

Section 9.0 Confidentiality

Section 11.0 Notices

PART II: STANDARD TERMS AND CONDITIONS

Section 4.0 Assignment and Delegation/Mergers or Acquisitions

Section 7.0 Changes and Amendments

Section 12.0 Compliance with Applicable Laws, Subsection 12.3

Section 30.0 Fair Labor Standards

Section 32.0 Force Majeure

Section 34.0 Governing Law, Jurisdiction, and Venue

Section 36.0 Liquidated Damages

Section 45.0 Proprietary Rights

Section 47.0 Public Records Act

Section 49.0 Record Retention and Inspection/Audit Settlement

Section 54.0 Termination for Default

Section 55.0 Termination for Convenience

Section 61.0 Validity

Section 62.0 Waiver

Section 70.0 Prohibition from Participation in Future Solicitation(s)

Section 73.0 Survival

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH CONTRACT
CONTRACT NUMBER _____**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract. This Contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

By: _____
BRANDON T. NICHOLS, Director
Department of Children and
Family Services

By: _____
Name: _____
Title _____

By: _____
Name: _____
Title _____

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

EXHIBIT A - STATEMENT OF WORK (SOW)



STATEMENT OF WORK

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

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	b. Foster Youth Rights Handbook
	c. Our Shared Foundations of Practice: Department of Children and Family Services, Department of Mental Health, Probation Department (Shared Core Practice Model Summary)
	d. Caregiver Behavioral Aide Services Fact Sheet
	e. Behavioral Aide Staff Fact Sheet
	f. Shift Summary
	g. Behavioral Aide Services Fact Sheet: The Dos and Don'ts
Exhibit A-2	Behavioral Aide Contractor's Staff Compliance Report
Exhibit A-3	Behavioral Aide Services Serious Incident Report
Exhibit A-4	Behavioral Aide Contractor Personnel Roster
Exhibit A-5	Behavioral Aide Services Invoice (per youth)
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Exhibit G	Internal Revenue Notice 1015
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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH
STATEMENT OF WORK**

PART A: INTRODUCTION

1.0 PREAMBLE

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

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

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies and community and contracting partners.

2.0 OVERVIEW

The services specified in this document are designed to provide additional supervision to High Risk Youth (HR Youth) supervised by the Department of Children and Family Services. These services provide assistance to caregivers of youth with very high needs and have proven to stabilize some placements, prevented placement disruptions for HR Youth and have allowed potential caregivers to accept youth with very high risk behaviors into their care. CONTRACTOR's Behavioral Aide(s) Staff shall provide enhanced supervision to the HR Youth referred under the terms of this Contract. The person or placement entity with whom the HR Youth is placed (known hereafter as the Caregiver) is ultimately responsible for the HR Youth's care and the CONTRACTOR's

Behavioral Aide(s) Staff is to supervise the HR Youth within the directives provided by the Caregiver. The CONTRACTOR's Behavioral Aide(s) Staff is never to be left alone on site with the HR Youth; the CONTRACTOR's Behavioral Aide(s) Staff is not the primary source of supervision for the HR Youth.

On October 1, 2021, the Family First Prevention Services Act (FFPSA) became operative and continued to reform the entire continuum of the child welfare system in California, focusing on providing services to prevent children from entering the foster care system and to improve the well-being of the children already in the system. Similar to the goals of the CCR, goals of the FFPSA reform include increasing the use of home-based family care, reducing reliance on congregate care, and using integrated services to meet the needs of all children, youth and NMDs. Congregate care should be limited to short-term, therapeutic interventions. Collaboration between providers, child welfare, mental health, probation, and education is essential for the provision of integrated services.

FFPSA is built around three fundamental principles: 1) Help families whose children are at risk of removal stay together safely; 2) Ensure that children in foster care can live safely in a family-based setting; and 3) Improve access to high quality residential treatment.

For some HR Youth, the assistance of a specially designated staff person who devotes their full attention to the HR Youth is the stability and security needed to settle into a new placement, face a new school environment, and refrain from engaging in self-destructive behaviors and assaultive behaviors towards others. These services benefit youths that have histories of multiple and severe traumas, frequent placement disruptions due to their extreme behaviors, run away episodes and psychiatric hospitalizations. These services are intended to be brief in nature and will be used primarily to allow the HR Youth to stabilize while the HR Youth's team works to better identify the HR Youth's needs and tailor the interventions so that the HR Youth can function without the assistance of a Behavioral Aide.

3.0 DCFS PRIORITIES FOR HIGH RISK YOUTH

DCFS has established the following priorities for HR Youth in its care: (1) safety and (2) well-being.

- a. Safety: Safety is defined as freedom from abuse and neglect. The Performance Outcome Measure Summary addressing this priority are found in Part G, Section 1.0 of this Statement of Work (SOW). Abuse and neglect is defined in the California Penal Code, Section 11165.1-6 and Welfare Institutions Code (WIC) 300-304.7.

- b. Well-Being: This priority in the SOW refers to improved level of functioning in the areas of mental health and social behavior. The Performance Outcome Measure Summary addressing this priority are found in Part G, Section 2.0 of this SOW.

4.0 DEFINITIONS

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

- 4.1 **911** – is the emergency telephone number used in emergency circumstances only.
- 4.2 **Abuse** – shall refer to behaviors defined in WIC 300; within the context of this document, shall apply to the Caregiver of the HR Youth in addition to the parent and legal guardian.
- 4.3 **Runaway episode** – shall mean absent without authorization and is frequently associated with an episode in which the HR Youth leaves the premises without permission.
- 4.4 **Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS)** – The BITS is a web-based application available to both internal DCFS staff and Vendors providing behavioral aide services via secure Internet connection. This system will be used to process and communicate about service request needs, document time worked and prepare invoices to the COUNTY for payment. (currently being created)
- 4.5 **Behavioral Aide Staff** – shall refer to the individuals who work directly with the HR Youth as described by the terms of this contract and SOW.
- 4.6 **Caregiver** – is the person with whom a HR Youth is placed, or their appointed substitute caregiver. For HR Youth placed in group homes, the caregiver are employees of the group home, specifically the employee(s) assigned to the supervision of the HR Youth.
- 4.7 **Child and Family Team (CFT)** – shall be defined as the team comprised of individuals committed to work with and support the HR Youth and the family to meet their needs and achieve their goals. In addition to the HR Youth and their family, the CFT includes the DCFS Children's Social Worker (CSW), Probation Deputy Probation Officer (DPO) and Behavioral Aide Staff involved in service delivery to the family, other formal supports (i.e. teachers, therapists, health professionals etc.) plus people who are informal (natural, non-paid) support persons including relatives, friends or other community resources. An effective CFT continues the process of engagement with the family, HR Youth and/or caregivers, ensures that

services are well coordinated, and provides a process for transparent communication.

- 4.8 **Children's Social Worker (CSW)** – means an employee of the Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 4.9 **Child Abuse Central Index (CACI)** – a tool for state and local agencies to help protect the health and safety of California's children. Defined in Penal Code sections 11164 through 11174.31, these statutes are referred to as the "Child Abuse and Neglect Reporting Act" or "CANRA". Investigated reports of child abuse are forwarded to the CACI. These reports contain information related to substantiated cases of physical abuse, sexual abuse, mental/emotional abuse, and/or severe neglect of a child. The information in the CACI is available to aid law enforcement investigations, prosecutions, and to provide notification of new child abuse investigation reports involving the same suspects and/or victims. Information also is provided to designated social welfare agencies to help screen applicants for licensing or employment in child care facilities and foster homes, and to aid in background checks for other possible child placements, and adoptions. Dissemination of CACI information is restricted and controlled by statute.
- 4.10 **Client Not Available (CNA)** – CONTRACTOR's Behavioral Aide Staff arrives for a scheduled shift and the HR Youth and Caregiver are not physically present to receive services.
- 4.11 **Community** – shall be defined as the people, businesses, organizations, and adjacent districts that are active or potential stakeholders in many issues and activities affecting their neighborhood(s) and business(es) in the identified area.
- 4.12 **CONTRACTOR Program Director (CPD)** – means the CONTRACTOR's designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 4.13 **Core Practice Model** - shall be defined as the shared foundations of practice developed by the County of Los Angeles Department of Children and Family Services, Department of Mental Health and Probation Department that guide the practice of service delivery to a family and community as detailed in Exhibit A-1c.
- 4.14 **Corrective Action Plan (CAP)** – means a document that serves as CONTRACTOR's commitment to remedy deficiencies in response to findings uncovered during regular contract monitoring or program reviews.

- 4.15 **County Program Manager (CPM)** – means the COUNTY’s designated staff person who will be responsible for administering this Contract and the daily management of this Contract’s operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 4.16 **Designee** – means staff who acts on behalf of the CONTRACTOR Program Director (CPD) in their absence.
- 4.17 **Episode of Service** – is the approved duration of behavioral aid services that has a start date and time and an end date and time that the service is to be provided. A HR Youth may have multiple episodes of services, if approved.
- 4.18 **High Risk Youth** – Children with high risk behaviors and Non-Minor Dependents (NMD)s under the age of 21 who:
- a. Have an open DCFS case or jointly supervised with Probation; and
 - b. Have developmental delays, severe emotional, mental, medical (medically fragile), or behavioral challenges.
- 4.19 **No-Show (NS)** – CONTRACTOR’s Behavioral Aide Staff failed to arrive for a scheduled shift.
- 4.20 **Non-Minor Dependent (NMD)** – means a young adult age 18-20 that remains in Extended Foster Care (EFC) and are under the jurisdiction of the juvenile court. Young adults who remain in EFC are referred to as a Non-Minor Dependent (NMD) as defined in WIC section 11400(v). This definition includes NMDs served under an agreement between the state and tribes pursuant to WIC section 10553.1 or supervised by Probation.
- 4.21 **Psychiatric Mobile Response Team (PMRT)** – means Psychiatric Mobile Response Teams (PMRT) consists of the Department of Mental Health (DMH) licensed clinical staff assigned to a specific Service Area in Los Angeles County. Teams have legal authority per WIC 5150 and 5585 to initiate applications for evaluation of involuntary detention of individuals determined to be at risk of harming themselves or others or who are unable to provide food, clothing, or shelter as a result of a mental disorder.
- 4.22 **Quality Assurance Plan (QAP)** – The plan developed by the CONTRACTOR which shall be defined as a method of continuous quality assurance and improvement that utilizes the results of periodic reviews and monitoring and immediately modifies processes and procedures taken by the CONTRACTOR to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance,

completeness, consistency, and conformity to the requirements set forth in the SOW.

- 4.23 **Restraint** – shall be defined as any intervention that restricts a person from moving freely, including seclusion, physical activity or access to his/her body that is not part of a consented medical diagnosis or treatment. This includes capture and release and hands on walking escort.
- 4.24 **Seclusion** – shall be defined as an intervention where a child and/or HR Youth has his or her movement, activities, and contact with others limited by a caregiver who places the HR Youth in a designated room or part of the facility.
- 4.25 **Serious Incident Reporting “Portal”** – SIR reports will be submitted via the BCRS Invoice Tracking System once it is developed.
- 4.26 **Serious Incident Report (SIR)** – shall be defined as the required written documentation of reportable incidents including, but not limited to: 1) death or injury of a HR Youth; 2) report of maltreatment by the Caregiver to DCFS or law enforcement; 3) hospitalization of a HR Youth; 4) violation of any licensing regulation by the service provider; or 5) a delinquent act by the HR Youth including, but not limited to running away or committing violent acts against persons or property. Whereas, the Contractor provides the report to the County Children’s Social worker/Probation officer and the County Program manager in a timely manner. (See Part D, Section 2.2 for details)
- 4.27 **Service Delivery Site** – shall be defined as the location that Behavioral Aide(s) provide services.
- 4.28 **Service or Services** – shall be defined as the CONTRACTOR’s obligations under this Contract to perform the services specified therein.
- 4.29 **Service Planning Area (SPA)** – shall be defined as one (1) of the eight (8) geographical regions or Children’s Planning Councils in Los Angeles County in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.
- 4.30 **Shift Cancellation** is when a CONTRACTOR Program Director (CPD) informs County Program Manager (CPM) of a Behavioral Aide Staff is unable to fulfill a scheduled shift.
- 4.31 **Time Sheet** – shall be defined as the daily documentation of the Behavioral Aide(s) Staff start and stop times. The time sheet includes the name of the HR Youth that was served during the shift. (Exhibit A-7)

- 4.32 **Transitional Shelter Care** – shall be defined as a 72-hour transitional residential setting for DCFS HR Youth awaiting placement.
- 4.33 **Underlying Needs** – shall be defined as the causes or conditions behind what drives behavior. Underlying needs are core human desires (need to feel accepted, safe, loved, etc.) and should not be confused with wants (better car, larger house, etc.) or demands (do better in school, stop using drugs, etc.) or services (therapy, anger management classes, etc.). Underlying needs are unique to every person and family and are critical for achieving short and long term success.
- 4.34 **Well-Being** – shall be defined as the optimal emotional, physical, social, psychological, and educational condition of the HR Youth that is often exhibited in a state of being comfortable, healthy, or happy.

5.0 SERVICE GOALS

The goals of Behavioral Aide Services for HR Youth are as follows:

- a. Support the Caregiver to improve and stabilize the HR Youth's behaviors and placement;
- b. Promote safety, health and well-being; and
- c. To prevent placement disruptions/replacements.

6.0 HOURS OF OPERATION

- 6.1 Administrative Offices: Open Monday through Friday, regular business hours of 8 a.m. to 5 p.m. Pacific Standard Time, excluding holidays.
- 6.2 Referral Access: Shall accept referrals and assign Behavioral Aide Staff 24-hours a day, seven days a week, including holidays.
- 6.3 Behavioral Aide Service provision: Shall provide services as specified within the approved timeframe and hours indicated in the Behavioral Aide Services Request Form (Exhibit A-9).
- 6.4 Troubleshooting:
- 6.4.1 CONTRACTOR shall have a contact person available to CPM during normal business hours of 8am to 5pm Pacific Standard Time, excluding holidays to address Behavioral Aide staffing issues.
 - 6.4.2 CONTRACTOR shall also have a contact person to be available to their Behavioral Aide Staff and caregivers during hours Behavioral Aide Staff are working, including holidays, in the event of work related issues (staff coverage overlaps, concerns etc.).

7.0 SERVICE DELIVERY SITES

Behavioral Aide Services for HR Youth described hereunder shall be provided throughout the County of Los Angeles at the address where the HR Youth is dwelling or at the site of the child when accompanying the caregiver, including but not limited to the following locations:

- a. Approved Visitation Site
- b. Emergency Shelter Care (ESC)
- c. Exodus Recovery Center
- d. Foster Home
- e. Home of Parent (HOP)
- f. Hospital (Medical)
- g. Legal Guardian Home
- h. Non-Related Extended Family Member Home
- i. Regional Office
- j. Other Licensed Residential Facilities – The contractor shall provide Behavioral Aides services for Temporary Shelter Care Facilities (TSCF), Short Term Residential Therapeutic Program (STRTP) and Community Treatment Facility (CTF) youth. The Contractor shall ensure that there is sufficient staff available that meet Community Care Licensing (CCL) requirements for the requested agency, and the staff are associated with the requesting agency to provide services for STRTP and CTF youth.
- k. Other sites may include outings

8.0 CONTRACTOR STAFF QUALIFICATIONS AND REQUIREMENTS

The CONTRACTOR shall be responsible for securing and maintaining staff that meet the minimum qualifications, experience and expertise as specified herein, to provide the services in accordance with this Statement of Work. CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient qualifications, training and geographic flexibility to successfully provide Behavioral Aide(s) services as needed throughout the County of Los Angeles. The CONTRACTOR shall adhere to Title 22 Division 6, Chapter 8.8, Sections 88264, 88265.2, 88265.3, 88364, 88365.2 and 88365.3 requirements in connection with staff qualifications, requirements, and exceptions.

For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law and as more fully set forth in the Statement of Work, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with DCFS Children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the

file of each such person. The CONTRACTOR shall also adhere to all requirements in connection with required criminal clearances and exceptions.

8.1 CONTRACTOR shall provide Criminal Record Clearance Procedures, Criminal Record Statements and Child Abuse Central Index Checks (CACI).

8.1.1 CONTRACTOR shall ensure that all CONTRACTOR's staff and any Subcontractor's staff have undergone complete criminal clearances and background checks with subsequent arrest notification.

8.1.1.1 Reporting of Subsequent Arrests or Convictions

The CONTRACTOR shall notify the COUNTY Program Manager in writing of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following:

- a. Any employee, independent contractor, volunteer staff, or Subcontractor who comes in contact with HR Youth while providing Services under this Contract;
- b. Any adult responsible for administration or direct supervision of staff;
- c. If the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and
- d. Additional officers of the governing body of the CONTRACTOR or other persons with a financial interest in the applicant, as determined necessary by CDSS and by regulation. Such notice shall be given in writing within one working day of the time such information becomes known to the CONTRACTOR.

8.1.2 The CONTRACTOR shall conduct a background check, criminal record exemptions as applicable for all employees, independent contractors, volunteer staff, or Subcontractors who comes in contact with HR Youth while providing services under this Contract.

8.1.3 CONTRACTOR shall obtain the CACI Check for all staff having contact with HR Youth, and all other persons designated in California Health and Safety Code Section 1522(b). These codes are available at <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

8.1.4 CONTRACTOR shall check the Megan's Law Website at <http://meganslaw.ca.gov> prior to the hiring of any prospective employee(s) or the use of agency independent contractor(s), volunteer(s) or subcontractor(s) who may come in unsupervised contact with any dependent youth in the course of their work, volunteer activity or performance of the subcontract. CONTRACTOR shall maintain records documenting this.

8.1.5 In the event that the CONTRACTOR's staff and Subcontractor's staff have - (CCL Clearance, the DCFS clearance is not needed. However, the CONTRACTOR must provide CPM with CCL Verification number. CCL Clearance must have subsequent arrest notification. The CONTRACTOR must maintain all records for all Staff, Behavioral Aide Staff and Subcontracted Behavioral Aide Staff and it must be available to CPM upon demand.

8.1.6 Background checks are to be conducted and results received by CONTRACTOR prior to Behavioral Aide Staff receiving an assignment to provide contracted services.

8.1.7 CONTRACTOR's staff or Subcontractor's staff that do not pass background checks shall not be allowed to perform work under this Contract.

8.1.8 EVENTS OF DEFAULT

CONTRACTOR's failure to comply with the Criminal Clearance background check and/or the Megan's Law Website database check requirements, with either an exemption or exception to the Criminal Clearance background check for use by the County without prior written approval from the COUNTY Program Manager, shall be considered an event of default.

8.2 The CONTRACTOR shall not hire any person that poses a conflict of interest or is the subject of any proceeding with DCFS.

8.3 Staffing Qualifications and Requirements

8.3.1 The CONTRACTOR shall comply with all applicable regulations, staffing levels/hours, and qualifications, including, but not limited to the following:

8.3.1.1 Entitlement to Work: CONTRACTOR shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.

- 8.3.1.2 Certifications or Professional Licenses: CONTRACTOR shall obtain and maintain copies of professional certifications or licenses for applicable staff.
- 8.3.1.3 Identification Badge: CONTRACTOR shall issue a photo identification badge to each Behavioral Aide(s) Staff under this contract. Each badge shall include: Agency Name, Full Name of Behavioral Aide, Title, Signature, Date of Employment, and Photograph of Behavioral Aide. Behavioral Aide Staff shall visibly wear their CONTRACTOR issued badge, while on duty.
- 8.3.1.4 Behavioral Aide Staff Fact Sheet: Each Behavioral Aide Staff must review and sign the Behavioral Aide Staff Fact Sheet before accepting any work assignment.
- 8.3.1.5 Tuberculosis (TB) Screening Test: CONTRACTOR shall ensure that all personnel performing services under this Contract are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this Contract and every three (3) years thereafter for the duration of the Contract. CONTRACTOR shall maintain copies of TB test results in each employee's personnel folder. Any employee who's skin tests positive must be examined by a physician and found to be free of communicable TB (e.g. chest x-ray) prior to commencing work under this Contract.
- 8.3.1.6 The CONTRACTOR shall ensure that all staff and volunteers report any health condition that may pose a threat to the health and safety of the DCFS supervised HR Youth.
- 8.3.1.7 CONTRACTOR's staff shall not perform services while under the influence of any alcoholic beverage, narcotic or other substance which might impair the CONTRACTOR's staff's physical or mental performance.

8.4 Staff Language Requirements

- 8.4.1 CONTRACTOR shall provide Behavioral Aide(s) Staff who are proficient in both speaking and writing the language(s) of the HR Youth. The CONTRACTOR may comply with this requirement by providing equivalent bilingual resources.
- 8.4.2 CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English in order to conduct business with the COUNTY. The ability

to read, write, and understand other languages may apply as specified herein. In addition to having competency in English, the CONTRACTOR shall ensure there is access to bilingual staff (Spanish) to meet the language needs of the HR Youth and their caregivers.

8.5 CONTRACTOR shall ensure and document that its staff receives:

8.5.1 Annual assessment of performance (these remain confidential);

8.5.2 Supervision and training relevant to the services they are to provide pursuant to this SOW; and

8.5.3 Policies regarding ethical practices to ensure appropriate interaction with HR Youth, caregivers, and other members of the HR Youth's team.

8.6 CONTRACTOR shall maintain documentation files on all personnel providing services under the Contract. Documentation shall include, but not limited to, copies of resumes, degrees, verification of experience, current criminal clearances, TB test results, and documentation of any health conditions which may pose a threat to the health and safety of HR Youth served.

8.7 Contractor Program Director: CONTRACTOR shall appoint a CPD and a designated alternate (Designee) to manage day-to-day contract activities and the delivery of services.

8.7.1 The CPD shall meet the following minimum requirements:

8.7.1.1 A minimum of a Master of Arts degree from an accredited school in Social Work, Psychology, Counseling or related Behavioral Science; and

8.7.1.2 A minimum of three (3) years full-time administration experience in an agency providing services to a high risk population.

8.7.2 The CPD shall respond to all calls, e-mails and reports regarding CONTRACTOR's performance issues within one business day unless otherwise directed by the CPM.

8.7.3 The CPD shall respond to the CPM's requests to meet, address and resolve performance issues and shall be available to attend such meetings as mutually scheduled.

- 8.7.4 The CPD shall investigate any performance issues submitted by the COUNTY and report back to the CPM within a mutually acceptable timeframe, in accordance with the Quality Assurance Monitoring Section of this SOW; or as directed by the CPM.
- 8.7.5 Upon completing an investigation, the CONTRACTOR shall provide a written Corrective Action Plan (CAP) to resolve performance issues as instructed by the CPM, in accordance with the Quality Assurance Monitoring Section of this SOW.
- 8.7.6 Responsibilities of the CPD (or Designee) shall include, but are not limited to:
 - 8.7.6.1 Management and oversight of the work specified in this Contract.
 - 8.7.6.2 Oversee in the management and day-to-day training of staff for this Contract.
 - 8.7.6.3 Coordinate the selection of staff to work with specific HR Youth as needed in an effort to match the HR Youth's needs to the staff's expertise, location and availability.
 - 8.7.6.4 Supervise staff, facilitate staff training, and provide staff with technical program support such as on-site program observation and assistance with behavioral management techniques.
 - 8.7.6.5 Assess the quality of interaction between staff and HR Youth.
 - 8.7.6.6 Assess the quality of interaction between staff and caregivers, service providers and COUNTY staff.
 - 8.7.6.7 Ensure that each Behavioral Aide Staff personnel file contains all required documents and are available upon request to the COUNTY CPM.
 - a. Academic Degree or Diploma
 - b. CCL Clearance with Subsequent Arrest Notification
 - c. TB Results
 - d. Current CPR Certificate
 - e. Current First Aid Certificate
 - f. Other required training certificates as requested by the COUNTY CPM
 - g. Behavioral Aide Services Fact Sheet– Signed and dated.

CPD shall make any and all documents available to the COUNTY CPM upon request.

- 8.8 Behavioral Aide: A Behavioral Aide(s) Staff is an extension of a caregiver who provides supervision of a HR Youth to assist the caregiver in their effort to stabilize the HR Youth. CONTRACTOR shall appoint as many Behavioral Aide(s) Staff as necessary to provide supervision and any other specified services to HR Youth identified in the Behavioral Aide Service Request form submitted by the CPM.

- 8.8.1 Behavioral Aide Staff shall meet the following minimum requirements:

8.8.1.1 A Bachelors of Arts or Bachelors of Science degree from an accredited school in Education, Counseling, Social Work, Psychology or related Behavioral Science;

8.8.1.2 One-year experience providing service to HR Youth; and

8.8.1.3 Ability to travel to the HR Youth, to provide behavioral aide services.

OR

8.8.1.4 High School Diploma;

8.8.1.5 Three years' experience providing services to HR Youth; and

8.8.1.6 Ability to travel to the HR Youth, to provide behavioral aide services.

- 8.8.2 Responsibilities of the Behavioral Aide Staff shall include, but are not limited to:

8.8.2.1 Behavioral Aide(s) Staff shall provide additional supervision and any other specified services to HR Youth in support of their Safety Plan and Well-Being.

8.8.2.2 As part of their regular shift, the CONTRACTOR's Behavioral Aide Staff shall accompany the HR Youth to a Child and Family Team Meeting (CFT) if requested by the HR Youth or family.

- 8.8.2.3 Supervision provided during the HR Youth's sleeping hours must be provided by awake staff, e.g. from 10:00 p.m. to 6:00 a.m.
- 8.8.2.4 Behavioral Aide Staff shall conduct themselves during their shift in a professional manner which supports the emotional health and well-being of the HR Youth in their care. The Behavioral Aide(s) Staff shall not engage in any activity that could be construed as compromising integrity or unethical. The emotional safety and well-being of the HR Youth is foremost.
- 8.8.2.5 Behavioral Aide Staff shall adhere to the following limitations of dress code, which are identified by the COUNTY to keep HR Youth and Behavioral Aide Staff safe and promote child well-being:
 - a. T-shirts or clothing articles that may create a hostile or abusive work environment, such as sexually suggestive cartoons, pictures, or words;
 - b. Pants may not be below the waistline or be low-rise pants showing undergarments;
 - c. Low front tops, halter tops, bare midriffs;
 - d. Beach styled flip-flop sandals;
 - e. Torn, frayed, or ripped clothing;
 - f. Excessively tight fitting or oversized (baggy) garments;
 - g. Visible excessive number of earrings and/or studs; no nose, eyebrow, lips, tongue rings, and/or studs; and
 - h. Tattoos must be reasonably covered (with exception for cultural or religious purposes).
- 8.9 CONTRACTOR's Agency shall have three (3) years prior experience providing supervision services to HR Youth in any capacity, such as high risk youth support services to youth who present with a range of emotional, behavioral and/or developmental challenges which require closer supervision than is usually provided. These challenges may include, but are not limited to, delinquent, self-injurious, assaultive, severely disruptive, destructive and sexually inappropriate behaviors.
- 8.10 CONTRACTOR shall ensure that Behavioral Aide(s) Staff and any subcontractor's staff receives the following training/informational material:
 - 8.10.1 CONTRACTOR shall ensure that Behavioral Aide(s) Staff and any subcontractor's staff receives the following training/informational material prior to assuming responsibility for supervising HR Youth:

- a. First Aid Certification
- b. CPR Certification
- c. Child Abuse Reporting
- d. Welcome Packet (Exhibit A-1)

8.10.2 In addition to 8.10.1 above, Behavioral Aide(s) Staff shall receive a minimum of eight (8) hours of training annually.

8.10.3 Use of on-line trainings by organizations such as the National Child Traumatic Stress Network is permissible.

8.10.4 Other trainings as determined necessary by the COUNTY.

8.10.5 All trainings shall be subject to approval by the CPM.

8.10.6 Staff will receive credit for training hours by means of certification of completion.

8.10.7 The CONTRACTOR shall verify completion of training hours of all staff and will make these records available to the CPM upon request.

8.10.8 The CONTRACTOR shall assume responsibility for the cost of training their staff.

8.11 The CONTRACTOR shall notify the CPM and any caregiver(s) of all children currently assigned to that Behavioral Aide by e-mail or telephone within one business day if any of the CONTRACTOR's Behavioral Aide(s) Staff are terminated from their employment or are no longer eligible to work with DCFS HR Youth.

8.12 CONTRACTOR shall provide the CPM with a Behavioral Aide CONTRACTOR Staff Compliance Report (Exhibit A-2), upon request, which shall include:

8.12.1 Full name and background clearance date;

8.12.2 Education, training, and a brief description of the staff's prior experience working with HR Youth; and

8.12.3 CONTRACTOR's Behavioral Aide Staff available work shifts.

8.13 CONTRACTOR shall ensure that any and all Subcontractor's staff meet the same requirements listed in this Section 8.0.

PART B: TARGET DEMOGRAPHICS

1.0 HIGH RISK YOUTH RECEIVING SERVICES

- 1.1 HR Youth under the age of 21 whom present a range of emotional, behavioral, and/or developmental challenges which require closer supervision than is usually provided. These challenges may include, but are not limited to, delinquent, self-injurious, assaultive, severely disruptive, destructive, and sexually inappropriate behaviors.
- 1.2 Many of these HR Youth have multiple unmet needs for stability, continuity, emotional support, nurture and performance, as well as having a significant history of multiple placement failures, unresolved emotional trauma and behavioral problems, including defiant and delinquent conduct. Due to the behaviors exhibited by this population, they require very intense supervision.

PART C: COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

- 1.1 The COUNTY shall designate a County Program Manager (CPM), who will be responsible for administering this Contract and the daily management of this Contract's operations, monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 1.2 The CPM is identified in Exhibit A-11 of the SOW, Administration of Contract, County's Administration.
- 1.3 Overall project coordination between the CONTRACTOR and COUNTY shall be by CPM and the CPD.
- 1.4 The CPM shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract and provide technical guidance to ensure the CONTRACTOR meets or exceeds program objectives and requirements.
- 1.5 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
- 1.6 The CPM is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

2.0 MONITORING

- 2.1 The COUNTY shall monitor the CONTRACTOR, including but not limited to a review and audit for compliance with this Contract, Statement of Work, and all applicable laws and regulations pertaining to the Behavioral Aide Services for HR Youth Contract.
- 2.2 The COUNTY shall also monitor areas that include, but are not limited to, the following:
 - 2.2.1 Quality assurance inspection at the service delivery site;
 - 2.2.2 Interview of the HR Youth and Caregiver; and
 - 2.2.3 A review of the CONTRACTOR's personnel files, time cards, training hours and etc.
- 2.3 The CONTRACTOR shall make all records available for the COUNTY to review upon request.

PART D: CONTRACTOR'S RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

- 1.1 The CONTRACTOR shall designate a CPD who shall be responsible for daily management of Contract operations and overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 1.2 The CPD shall have a Designee who acts on behalf of the CPD in their absence. The CPD and Designee are identified in Exhibit A-10, CONTRACTOR's Administration.
- 1.3 The CPD shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with the CPM on a regular basis. This includes teleconferences regarding renewals and service request modifications.
- 1.4 The CPD is responsible for maintaining communication with DCFS, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.
- 1.5 CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 1.6 The CPD shall be responsible for the CONTRACTOR's overall activities as related to this Contract such as coordinating the provision of Behavioral

Aide Services to DCFS HR Youth and any responsibilities that are connected to fulfilling the obligations within this Contract.

- 1.7 The CONTRACTOR shall maintain an office with a telephone in the company's name where the CONTRACTOR conducts its business in accordance with the hours of operation. CONTRACTOR's office shall be staffed during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints. In addition, the CONTRACTOR shall provide a schedule of all holidays, weekends, and after-hours and a contact person to receive calls and respond to emergent requests. In the event the CONTRACTOR faces any child safety issue, the CONTRACTOR is to contact the DCFS' Child Protection Hotline at (800) 540-4000.
- 1.8 The CPM shall inform the CPD if there are changes to the schedule, frequency, or duration of the behavioral aide services. The CONTRACTOR is to implement the change by the next scheduled shift. Any variances to the approved frequency and duration of behavioral aide services hours shall not exceed the total weekly hours which have been approved in writing.

2.0 REPORTS AND RECORD KEEPING

- 2.1 The CONTRACTOR shall ensure that each Behavioral Aide Staff receives copies of the Caregiver Behavioral Aide Services Fact Sheet (Exhibit A-1d) and Behavioral Aide Staff Factsheet (Exhibit A-1e) and maintains signed copies for their files.
- 2.2 CONTRACTOR and its staff shall report all incidents including serious behavior incidents, serious injuries, hospitalizations, requests for assistance by Law Enforcement or DMH's First Response Operations Psychiatric Mobile Response Team (PMRT), unauthorized absences by HR Youth, and any incidences of abuse or neglect in accordance with the Child Abuse Reporting laws (WIC 300). These reports shall be made by the CONTRACTOR to the CPM and the CSW by means of a Serious Incident Report (SIR) (Exhibit A-3) in accordance with the following timelines:

INCIDENT TYPE	TIMEFRAME
Allegation of child abuse/neglect:	Immediately or, if after hours, by the next business day
Assault (peer/caregiver/other):	By the next business day
Change of placement:	By the same business day or, if after hours, by the next business day
Detainment	By the same business day or, if after hours, by the next business day
Fatality	Immediately
Fighting	By the next business day

INCIDENT TYPE	TIMEFRAME
Law enforcement involvement/ Arrest of child:	By the next business day
Law enforcement involvement/ Arrest of caregiver:	Immediately or, if after hours, by the next business day
Probation Violation	By the same business day or, if after hours, by the next business day
Property damage	By the next business day
Psychiatric hospitalization	By the next business day
Runaway	By the same business day or, if after hours, by the next business day
School suspension/expulsion:	By the next business day
Self-harm/suicide attempt/ Suicidal ideation	By the same business day or, if after hours, by the next business day
Serious injury, major illness/ Accident:	By the next business day
Sexual Misconduct	By the next business day
Substance abuse/possession	By the next business day
Theft	By the next business day

2.2.1 **Serious Incident Report (SIR)** – Please refer to Exhibit A-3. The SIR shall be manually completed and submitted electronically via e-mail to CPM and CSW.

2.2.2 **Serious Incident Reporting**– In addition, the SIR reports could also be reported to DCFS by the notified FFA's through Itrack,

2.3 CONTRACTOR shall notify CPM in writing of any change in its key personnel as listed in the Behavioral Aide(s) CONTRACTOR Personnel Roster (Exhibit A-4) at least three (3) business days prior to the proposed change. Such notification shall include the name(s), background, and qualifications of any proposed replacement personnel, which shall be subject to COUNTY approval. CONTRACTOR shall ensure that no interruption of service occurs as a result of any change in personnel.

2.4 **Shift Summary** – The CONTRACTOR shall complete a written Shift Summary (Exhibit A-1f) when requested by CPM and approved by the DCFS Medical Director, or designee.

2.4.1 The Shift Summary shall be completed 15 minutes prior to the end of the shift and submitted to the CPM within two (2) business days.

2.5 The CONTRACTOR shall submit all required and requested reports to the CPM.

3.0 MONTHLY INVOICES

- 3.1 The CONTRACTOR shall provide the COUNTY with monthly invoices (Exhibits A-5 and A-6) for all services provided pursuant to the Contract within 30 days of the last day of the month in which the service was rendered. These services shall not exceed the frequency or duration of services approved unless modified in writing by the CPM.
- 3.2 Invoices for services shall be supported by evidence of service delivery indicated by copies of the staff's timesheets. Timesheets shall clearly and legibly indicate the name of the HR Youth supervised, the duration of the period of supervision, and the location of the services delivered (Exhibit A-7). Caregivers will verify via signature, the start and end times of each shift worked by Behavioral Aide(s) Staff. Caregiver's signatures are to be obtained at the end of each shift worked. CONTRACTOR shall ensure that each invoice and timesheet is accurate. Timesheet corrections shall be implemented by crossing out the error, initial and provide a date next to it. If necessary, explanations for the correction could be noted in the comment box at the lower right of the timesheet. White-out is not accepted under any circumstance.
- 3.3 In the event of a Client Not Available (CNA) when the CONTRACTOR's Behavioral Aide Staff arrive for their scheduled shift, CONTRACTOR is entitled to bill the COUNTY for two (2) hours, provided the Behavioral Aide waits a minimum of 30 minutes at the service site, to ensure clients are not merely delayed. After the 30 minute wait, and it has been determined CNA, the Behavioral Aide cannot provide services to any other HR client that the Behavioral Aide has not been assigned/approved to provide services.
- 3.4 In the event of the CONTRACTOR's Behavioral Aide Staff exhibiting patterns (2 or more incidents) of late arrivals to their scheduled shift without prior notification, the COUNTY shall issue a User Complaint Report (UCR) (Exhibit A-8) and require a CAP from CONTRACTOR. If the pattern persists and 2 UCRs are issued for the same type of incident, the COUNTY shall impose a \$100 penalty against the CONTRACTOR's invoice per subsequent UCRs issued thereafter.
- 3.5 The CONTRACTOR shall submit monthly invoices to the CPM via the BCRS Invoice Tracking System. The CONTRACTOR shall format the invoices in a manner determined by the COUNTY and the CPM. Monthly invoices shall include: Invoice Summary, Individual HR Youth Invoices, and full page, legible copies of the employee's timesheets. (Exhibits A-5, A-6, A-7).
 - 3.5.1 E-mail: DCFS-BCRSD-Billings@dcfs.lacounty.gov

- 3.6 The CPM shall review the CONTRACTOR's invoice within 30 days of receipt of the invoice and notify the CONTRACTOR of any discrepancies noted on the invoice in writing. The CONTRACTOR shall be provided one (1) business week to provide any additional documentation to address the discrepancies.
- 3.7 The CPD is responsible to review all invoices for accuracy and compliance to the stipulations listed herein this SOW. In the event of errors and discrepancies, DCFS shall require a CAP, in order to mitigate further errors in invoicing.
- 3.8 The CPM shall provide the CONTRACTOR with a final written report itemizing any deductions from the invoice, including the name of the client, the date of service, the amount of the deduction and the reason for the deduction.
- 3.9 The Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS) web-based application is fully operational and the CONTRACTOR has internet access to implement utilization of BITS to process and communicate service request needs, document time worked, and prepare invoices to the COUNTY for payment.

4.0 QUALITY ASSURANCE MONITORING

- 4.1 Contactor shall establish and maintain a comprehensive Quality Assurance Plan (QAP) to monitor, evaluate and assure the requirements of the Contract are met. The QAP must be provided to the CPM within ten (10) calendar days of the Contract start date for review and approval; and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following described in the subsequent subsections.
- 4.2 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 4.3 Methods for ensuring uninterrupted service to the COUNTY in the event of a strike by either party's employees or any other potential disruption of service.
- 4.4 Methods for ensuring uninterrupted service to the COUNTY in the event that CONTRACTOR does not have an adequate number of staff available at the time of service need, e.g., use of subcontractors, etc.
- 4.5 Documentation of its scheduled monitoring and evaluation activities.

- 4.6 An identified monitoring system covering all the services listed in the SOW, as well as methods for identifying and preventing deficiencies in the quality of services. The following factors must be included in the QAP:
- a. Activities to be monitored to ensure compliance with all SOW requirements;
 - b. Monitoring methods to be used;
 - c. Frequency of monitoring;
 - d. Samples of forms to be used in monitoring;
 - e. Title of personnel performing monitoring functions; and
 - f. File of all monitoring results, including any CAP.
- 4.7 CONTRACTOR shall: 1) notify the CPM within one (1) hour of any difficulty, problem or incident which may impact or delay the progress of completion of the service delivery; and 2) work with the CPM to resolve such issues to avoid further problems.
- 4.8 CONTRACTOR shall work with the CPM to quickly resolve any issues that emerge regarding the CONTRACTOR's performance.
- 4.9 The CPM will monitor the CONTRACTOR's performance in accordance with the following:
- 4.9.1 COUNTY's Quality Assurance Plan:
- After contract award, the COUNTY or its agent will evaluate the CONTRACTOR's performance under the contract on a periodic basis. Such evaluation will include assessing CONTRACTOR's compliance with all terms in the Contract and performance standards identified in the Statement of Work. CONTRACTOR's deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the Contract may be reported to the COUNTY's Board of Supervisors. The report will include improvements/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the CAP, the COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.
- 4.9.2 Performance Outcome Measures Summary and Actions for Unmet Performance Outcomes, outlined in Part G on this SOW.
- 4.10 If service delivery is deficient or Contract requirements are not met, the CPM will notify CPD by phone, e-mail, written notice, and/or User Complaint Report (Exhibit A-8). CONTRACTOR shall respond within 48 business hours of receipt.

- 4.11 CONTRACTOR shall produce CAP as requested and, if applicable, shall note within monthly reports any changes to internal processes, policies or procedures required to comply with any CAPs.

5.0 DATA COLLECTION AND INFORMATION TECHNOLOGY

- 5.1 The CONTRACTOR shall collect, manage, and submit data as directed by the COUNTY to demonstrate outcomes inclusive of any new guidelines set forth by DCFS. The CONTRACTOR shall work with the COUNTY to develop and implement tracking systems which include: participant characteristics and demographics; collection and reporting of data on the outcomes and objectives; method of monitoring the quality of services provided; and survey instruments. CONTRACTOR shall perform data entry to support these activities.
- 5.2 The CONTRACTOR shall cooperate with the COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data collected should evaluate the link between performance of the Behavioral Aide service provider, the recommendation of DCFS, and the stability of HR Youth in placement. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals.
- 5.3 The CONTRACTOR has internet access to the Bureau of Clinical Resources and Services (BCRS) Invoice Tracking System (BITS), and can utilize BITS for data collection. BITS, a web-based application is available to both internal DCFS staff and Vendors providing behavioral aide services. This system is used to process and communicate about service request needs, document time worked, and prepare invoices to the COUNTY for payment.

PART E: REFERRAL, COMMENCING AND EXTENSION OF SERVICES

1.0 REFERRAL

- 1.1 CONTRACTOR shall be able to receive referrals for services from the CPM 24 hours a day, seven days a week.
- 1.1.1 If CONTRACTOR determines that they are unable to provide One to One Behavioral Aide Services to a youth that has been referred for the service, the CONTRACTOR shall:
- a. Immediately notify the CPM and the child's/youth's CSW.
 - b. Provide a detailed written explanation that may be submitted by e-mail from CONTRACTOR's designee to the CPM or his/her designee within 24 hours.

- 1.2 The CPM will send a Behavioral Aide Services Request Form (Exhibit A-9) via e-mail confirming initiation and request for services to the CONTRACTOR. This request for services will document the HR Youth's:
 - a. Known Risk Behaviors;
 - b. Other Risks;
 - c. Preferred Gender of Behavioral Aide;
 - d. Parameters of services (approved number of hours, time, start date, and end date of services); and
 - e. Strengths.
- 1.3 The CONTRACTOR shall acknowledge receipt of Behavioral Aide Service Request Form by notifying the CPM within one hour via e-mail and as situations merit by telephone.
- 1.4 The CONTRACTOR will provide services to the HR Youth as soon as possible, not to exceed 24 hours from the requested shift start time according to the hours and duration specified on the Behavioral Aide Service Request.
- 1.5 Staff Deployment: CONTRACTOR shall inform assigned Behavioral Aide Staff of pertinent information which include, but are not limited to the following:
 - 1.5.1 Demographics of the HR Youth: Name, Age, Gender, address, Caregiver name and contact information;
 - 1.5.2 Approved shift hours; and
 - 1.5.3 The summary of HR Youth's Behaviors.

2.0 COMMENCING SERVICES

- 2.1 At the time of the commencement of Behavioral Aide Services for HR Youth, the CONTRACTOR's Behavioral Aide Staff will provide the Caregiver with the Caregiver Behavioral Aide Services Fact Sheet (Exhibit A-1d) for review and signature. The Behavioral Aide Staff will scan and e-mail the signed Caregiver Behavioral Aide Services Fact Sheet to their CPD. CPD shall make the Caregiver Behavioral Aide Services Fact Sheet available to CPM upon request.
- 2.2 In the event that the CONTRACTOR's Behavioral Aide Staff arrives to their scheduled shift and finds that the CNA (the HR Youth and Caregiver) due to a runaway episode, hospitalization, family emergency or unforeseen absence, the Behavioral Aide Staff shall contact the Caregiver and the CPD via telephone immediately. The Behavioral Aide Staff shall remain at the

shift location for at least 30 minutes unless alternate instructions were given by Caregiver or CPD.

- 2.3 In the event that the CONTRACTOR's Behavioral Aide Staff is a No-Show for an assigned shift, the Caregiver is to communicate with the CPD. The CPD is expected to fulfill the remainder of the shift with an alternate Behavioral Aide Staff.
- 2.4 If the CONTRACTOR's Behavioral Aide Staff fails to arrive for their shift (without notification) and CONTRACTOR cannot provide an alternate to fulfill the remainder of the shift within an hour of notification of the No-Show, the County shall issue a UCR. The CONTRACTOR shall be responsible for conveying the HR Youth's treatment needs to the substitute Behavioral Aide(s) Staff. In the event of the CONTRACTOR's Behavioral Aide Staff exhibiting patterns (2 or more incidents) of No-Show events to their scheduled shift, the COUNTY shall issue a UCR and require a CAP from CONTRACTOR. If the pattern persists and 2 UCRs are issued for the same type of incident, the COUNTY shall impose a \$100 penalty against the CONTRACTOR's invoice per subsequent UCR issued thereafter.

3.0 EXTENSION (RENEWAL) OF SERVICES

- 3.1 The duration of services as described in this Contract is time limited and must not exceed the period of time for which they are authorized. If additional behavioral aide(s) services are deemed necessary by the HR Youth's team, the CSW shall initiate a request for an extension (renewal) of Behavioral Aide(s) services. Extended services (to extend beyond the initial period authorized) require a new Behavioral Aide Service Request Form. Commencement of these services shall not begin until the new extension is approved and the CPM sends a Behavioral Aide Service Request Form to CPD.
- 3.2 At the time an extension of services is made, the CPM will review the HR Youth's need for additional behavioral aide(s) services and may suggest approval of an increased or decreased amount of time or a change in the setting in which the services are to be rendered.

4.0 SPECIAL CIRCUMSTANCES

- 4.1 In the event of a medical or life threatening emergency involving the HR Youth or Caregiver, the CONTRACTOR's Behavioral Aide Staff is expected to dial 911. Afterwards the CONTRACTOR's Behavioral Aide Staff is expected to contact the CPD for further instructions. Each incident shall be followed up with a Serious Incident Report (SIR), completed in accordance with the SIR provisions and guidelines provided in Part D, Section 2.0 of this SOW.

- 4.2 A change in CONTRACTOR's Behavioral Aide Staff assignment may be requested by the CONTRACTOR only if the HR Youth makes a threat or harms the Behavioral Aide Staff. Each incident shall be followed up with a Serious Incident Report (SIR), completed in accordance with the SIR provisions and guidelines provided in Part D, Section 2.0 of this SOW.
- 4.3 As CPM becomes aware of circumstances where there is a break in approved services, such as the HR Youth's vacation, hospitalization (psychiatric or medical), or change in placement etc., CPM will notify CPD when services are expected to resume.
- 4.4 The COUNTY shall require the CONTRACTOR to remove an identified Behavioral Aide Staff from the rotation of providing behavioral aide services to DCFS HR Youth under certain circumstances. CPD shall implement this request immediately upon receipt of notification.

PART F: SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS AND ACTIONS FOR UNMET PERFORMANCE OUTCOMES

The CONTRACTOR shall provide services that support a safe environment and promotes the safety and well-being of each HR Youth and NMD. Moreover, the CONTRACTOR shall support the Caregiver to improve and stabilize the HR Youth's behaviors and placement to prevent placement disruptions. Specifically, the CONTRACTOR shall provide all deliverables and tasks described in this Contract and SOW, including, but not limited to any tasks associated with meeting the Program Goals listed in this SOW. In addition, the CONTRACTOR shall meet or exceed the performance targets described on each Performance Outcome Measure Summary which follows below (Performance Outcome Measure Summary, Part G of this SOW).

The CONTRACTOR shall provide behavioral aide services to HR Youth within the boundaries of Los Angeles County, with the option to provide behavioral aide services to HR Youth placed in neighboring contiguous counties to Los Angeles. These structured activities align with the Core Practice Model concept of Teaming: It is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.

Throughout the term of this Contract, DCFS will monitor the CONTRACTOR's performance. Any failure by the CONTRACTOR to comply with the terms of this Contract, including any failure to meet or exceed the performance targets described on each "Performance Outcome Measure Summary" which follows below, may result in COUNTY's termination of the whole or any part of the Contract, or initiate any other remedy specified in the Contract.

1.0 SERVICE TASKS

- 1.1 Unless specified by the CPM, the CONTRACTOR will assign one (1) Behavioral Aide Staff member per shift to each HR Youth for whom these services are approved.
- 1.2 The CONTRACTOR shall make every attempt to ensure consistency of staffing for each HR Youth by assigning the same Behavioral Aide Staff or group of Staff to each HR Youth whenever possible, unless requested by the CPM to change Behavioral Aide Staff.
- 1.3 If the Caregiver leaves the premises where the CONTRACTOR's Behavioral Aide(s) Staff is left alone and delivering services, the CONTRACTOR's Behavioral Aide(s) shall make attempts to contact Caregiver immediately and shall contact the CPD immediately. The CONTRACTOR shall contact the CPM immediately and follow directives provided by the CPM. The CONTRACTOR shall file a Serious Incident Report (SIR), in accordance with Part D, sub-section 2.2.1 of this SOW, with the CPM and CSW within two hours of receipt of the information by the CONTRACTOR's Behavioral Aide(s) Staff.
- 1.4 CONTRACTOR's Behavioral Aide Staff shall engage in activities as a means of assisting the Caregiver in supervising the assigned HR Youth which include, but are not limited to the following:
 - 1.4.1 Observing and identifying the HR Youth's "triggers" for maladaptive behaviors;
 - 1.4.2 Supporting the Caregiver in their attempt to engage and comfort the HR Youth;
 - 1.4.3 Assist the Caregiver to understand, calm, and redirect the HR Youth;
 - 1.4.4 Support the Caregiver to a peaceful resolution if the HR Youth becomes assaultive towards others, engages in self-harming behaviors, or engages in property destruction;
 - 1.4.5 Seek to understand the individual HR Youth's underlying needs; and
 - 1.4.6 Assist the Caregiver in intervening and maintaining a safe and nurturing environment.
- 1.5 The CONTRACTOR's Behavioral Aide(s) Staff is prohibited from violating the foster youth's rights pursuant to California Welfare and Institutions Code Section 16001.9., and any future revisions which can be found from the following website:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=16001.9.

- 1.6 At the discretion of the Caregiver, the CONTRACTOR's Behavioral Aide(s) Staff may accompany the Caregiver and HR Youth in the Caregiver's vehicle or alternative mode of transportation on excursions outside of the placement.
- 1.7 The CONTRACTOR's Behavioral Aide(s) Staff shall not transport any Caregiver or HR Youth.
- 1.8 The CONTRACTOR's Behavioral Aide(s) Staff is required to comply with all rules and procedures of the facility in which the CONTRACTOR's Behavioral Aide Staff is asked to provide behavioral support services, including signing in and out of a log.
- 1.9 The CONTRACTOR is responsible to obtain the emergency intervention plan (if the HR Youth is in a group home) or safety plan developed by the HR Youth's team. The CONTRACTOR shall acknowledge receipt of the plan by requiring all Behavioral Aide(s) Staff assigned to the HR Youth sign the plan and retain it on file.
- 1.10 The CONTRACTOR's Behavioral Aide(s) Staff shall not use or participate in the use of any type of physical restraint on a HR Youth under supervision.
- 1.11 The CONTRACTOR's Behavioral Aide Staff(s) shall not be designated as a visitation monitor for court ordered monitored visits for the HR Youth.
- 1.12 The CONTRACTOR shall provide the services specified in this Contract. The CONTRACTOR shall collaborate with the COUNTY to ensure that the appropriate number of staff with the geographic proximity to serve the needs of DCFS HR Youth are in place to provide services as needed.

PART G: PERFORMANCE OUTCOME MEASURE SUMMARY AND ACTIONS FOR UNMET PERFORMANCE OUTCOMES

1.0 SAFETY

PROGRAM OUTCOME MEASURE SUMMARY - SAFETY			
PROGRAM OUTCOME GOALS: Promote safety, health, and well-being to ensure that the children/ HR Youth/NMD's are free from harm, abuse and neglect for the duration of the Contract as specified in California Penal Code 11165.1-11165.6 and WIC 300-304.7.			
OUTCOME INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE OUTCOMES	COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES
Reports of substantiated allegations of child abuse and neglect against CONTRACTOR	Child Welfare System/Case Management System (CWS/CMS) Referral History	100% of HR Youth will be free from substantiated allegations of abuse or neglect while supervised by Behavioral Aide Staff.	Substandard performance will be documented by User Complaint Reporting (UCR) and shall result in implementation of a Corrective Action Plan (CAP), and Review Conference, or Contract Termination. For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract, CONTRACTOR shall provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval. The COUNTY shall impose a single deduction from the CONTRACTOR'S invoice in the amount of \$100 when the following occurs: 1) For each UCR over two (2) submitted in a twelve-month period that indicates that the
CONTRACTOR shall report any and all suspicions of child abuse and neglect made known to them.	Contract Monitoring Investigative Reports Special Incident Reports (SIR) Interviews with Youth	100% of suspected child abuse and neglect incidents shall be reported to the Child Protection Hotline and/or appropriate law enforcement agency.	
CONTRACTOR shall report any and all SIRs that occur under the CONTRACTOR's Behavioral Aide Supervision.	User Complaint Reports (UCR)	100% of serious incidents involving HR Youth supervised in accordance with this Contract shall be reported to the CPM and the HR Youth's Children's Social Worker (CSW) in accordance with timeframes listed in SOW.	

			CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract; or 2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.

2.0 WELL-BEING

PROGRAM OUTCOME MEASURE SUMMARY – WELL-BEING			
PROGRAM OUTCOME GOALS: To improve the child/ HR Youth/NMD's level of functioning in the areas of mental health and social behavior. To support the Caregiver to improve and stabilize the HR Youth's behaviors and placement to prevent frequent replacements.			
OUTCOME INDICATORS	DATA AND REPORTING SOURCES	PERFORMANCE OUTCOMES	COUNTY ACTIONS FOR UNMET PERFORMANCE OUTCOMES
Improved placement stability	SIRs CWS/CMS records; placement history CFT/Team meeting progress notes User Complaint Reports (UCR)	100% of SIRs shall be completed within the required time frames. At least 80% of HR Youth will not require immediate replacements or hospitalizations. Reduction in the number of Behavioral Aide hours as child/ HR Youth/ NMD and caregivers demonstrate greater ability to manage high risk behaviors.	Substandard performance will be documented by User Complaint Reporting (UCR) and shall result in implementation of a CAP, and Review Conference, or Contract Termination. For each UCR received that indicates that the CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract, CONTRACTOR shall provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval.

			The COUNTY shall impose a single deduction from the CONTRACTOR'S invoice in the amount of \$100 when the following occurs: 1) For each UCR over two (2) submitted in a twelve-month period that indicates that the CONTRACTOR is not in compliance with paragraphs Part A Sections 5 through 8.13, Part B, Part D Sections 1 through 5, and Part E Sections 1 through 4 of the SOW, and /or any other provisions of the Contract; or 2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.

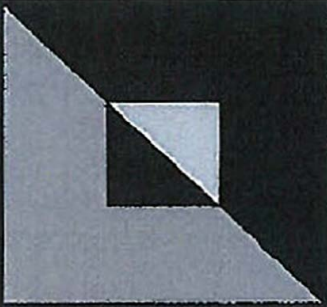
CONTRACTOR shall cooperate with the COUNTY in the collection of data by DCFS related to the performance goals specified herein. The data to be collected should evaluate the link between performance of the behavioral aide service provider, the recommendation of DCFS and the stability of the placement supports. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.



Behavioral Aide Staff

Welcome Packet

- a. California Mandated Reporting Guidelines
- b. Foster Youth Rights Handbook
- c. Our Shared Foundations of Practice: Department of Children and Family Services, Department of Mental Health, Probation Department (Shared Core Practice Model Summary)
- d. Caregiver Behavioral Aide Services Fact Sheet
- e. Behavioral Aide Staff Fact Sheet
- f. Shift Summary
- g. Behavioral Aide Services Fact Sheet: The Dos and Don'ts



CALIFORNIA MANDATED REPORTING EASY STEPS...

WHAT MUST BE REPORTED and HOW TO REPORT!

What Must be Reported:

Any of the below acts involving anyone under the age of 18:

- Physical Abuse
- Sexual Abuse
- Emotional Abuse
- Neglect

The mandated reporter must only have *reasonable suspicion* that a child has been mistreated; no evidence or proof is required prior to making a report.

The case will be further investigated by law enforcement and/or child welfare services.

How to Report:

By Phone: Immediately, or as soon as possible, make a telephone report to child welfare services and/or to a Police or Sheriff's department.

1. Child Welfare Services phone # _____
2. Police Department phone # _____
3. Sheriff's Department phone # _____

In Writing: Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report should be completed on a state form called the 8572, which can be downloaded at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf

Other information:

- Safeguards for Mandated Reporters:
 - The Child Abuse and Neglect Reporting Act (CANRA) states that the name of the mandated reporter is strictly confidential, although it is provided to investigative parties working on the case.
 - Under state law, mandated reporters cannot be held liable in civil or criminal court when reporting as required; however, under federal law mandated reporters only have immunity for reports made in good faith.
- Failure to report:
 - Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a \$1,000 fine.
- For the complete law and a list of mandated reporters refer to California Penal Codes 11164 -11174.3.

This document and Mandated Reporting information can be found at
www.mandatedreporterca.com



FOSTER YOUTH RIGHTS HANDBOOK



CALIFORNIA
FOSTER CARE
OMBUDSPERSON
YOU HAVE RIGHTS!

Who Created this Handbook?

This Foster Youth Rights Handbook was made possible through the collaboration of the Los Angeles County Board of Supervisors, Los Angeles County Commission for Children and Families, Los Angeles County Department of Children and Family Services, California Office of the Foster Care Ombudsperson, and many stakeholders across California. We believe that empowering foster youth with information about their rights and services will create safer and more secure futures for foster youth in Los Angeles County and across the state of California.

How To Use This Handbook

In this handbook, we will answer questions about your rights while you are in foster care. The answers to these questions come from a law called the California Foster Youth Bill of Rights and are written in a way that is easy to understand.

EVERYTHING IN THIS HANDBOOK IS THE LAW!

The questions and answers are divided into different sections. At the beginning of each question, you will see symbols to help you know the section. Turn the page to start finding answers to your questions about your rights.

The legal language for your rights begins on page 48.

Personal Rights



Family Connections



Sexual Orientation & Gender Identity



Education



Who to Call About My Rights



Preparing for Adulthood & Money Management



Case Plan



Child & Family Team



Health



Sexual & Reproductive Health



Mental Health



Court



ICWA Youth*



* ICWA stands for the Indian Child Welfare Act.

If you think your rights have been violated, you should contact:

Your social worker/probation officer _____

Your lawyer _____

California Foster Care Ombudsperson: **1-877-846-1602**

LA County DCFS Ombudsperson: **1-888-445-1234**

LA County Probation Ombudsperson: **1-877-822-3222**

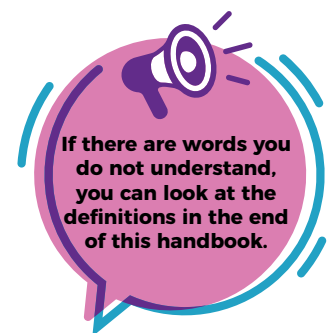


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Why We Created this Handbook

Hello,

As you enter foster care, you might be feeling confused and upset, and maybe nothing makes sense right now. This handbook is meant to help you understand what's happening and to make sure that you know your rights while you are in foster care. If there are words or terms that you don't understand you can look up the definitions at the end of the handbook.

What is the Child Welfare System?

The Los Angeles County Department of Children and Family Services (DCFS) and Probation Department are responsible for ensuring the safety and well-being of youth in foster care in Los Angeles County. To do so, DCFS investigates reports of child abuse and neglect. If they determine that abuse or neglect has occurred, a social worker will work with the youth and their family to create a case plan, identify the services that are needed to stop the abuse or neglect, and prevent it from happening again. Many times, the youth and their family will receive services while the youth is living at home, but when there are concerns about the youth's safety, they may need to be removed from the home and placed in foster care. If a youth has to be removed from their home, the goal is to help the family "reunify" or get back together as soon as possible.

When a youth is accused of committing a crime, they have contact with the juvenile justice system, which includes the delinquency court and Probation Department. The judge may order the youth into foster care while receiving rehabilitation services (services to improve their behavior). When that happens, the youth's probation officer is responsible for working with the youth and their family to ensure that the youth is placed in a safe and healthy foster home or treatment program and that they receive all the services needed so the family can get back together.

What is Foster Care?

Foster care is where youth live while their parents are working on fixing safety concerns. Youth in foster care have a social worker/probation officer that will help find them a safe home either with a relative, a resource family (foster parent), or, if needed, a Short Term Residential Therapeutic Program (STRTP). Where youth live while in foster care is sometimes called a placement. The people youth live with are responsible for taking care of them and making sure their rights are not violated. Youth in foster care also have a lawyer who is there to tell the judge and others what they want and need to be healthy and safe.





Questions & Answers About My Personal Rights

Are the rights included in this handbook my only rights?



No. Youth in foster care have many more rights than the ones discussed in this handbook. To find out about other rights you may have, please call the Office of the Foster Care Ombudsperson at 1-877-846-1602.

How often will I meet with my social worker/probation officer?



Your social worker/probation officer has to meet with you at least once a month. Meetings with them must be held in private (away from your caregiver), and you can ask to meet away from your foster home sometimes.

How can I contact my social worker/probation officer and lawyer?



Your social worker/probation officer and caregiver have to give you the names and contact information for the following people:

- your social worker/probation officer (PO),
- lawyer (sometimes called attorney),
- service providers,
- foster youth advocates and supporters,
- Court Appointed Special Advocates (CASAs),
- Education Rights Holder,
- Tribe (if you have one), and
- the State Foster Care Ombudsperson.



You have the right to talk to or write to any of them in private and to tell them about any concerns that you have in your placement.

My social worker/PO's name is

and their phone number is

My attorney's name is

and their phone number is

Questions & Answers About My Personal Rights

Where will I live?



You have the right to be placed in the least restrictive (most family-like) home possible regardless of your age, physical health, mental health, sexual orientation, gender identity and expression, court records, or status as a pregnant or parenting youth, unless a judge says that you should live somewhere else.

If you need certain types of help and support to heal, you may live for a short period of time in a Short Term Residential Treatment Program (STRTP). The goal is to get you the help you need to return to living with relatives or in a foster home.

If you are in juvenile hall, your social worker/probation officer has to find a home for you when it is time for you to be released. You cannot be kept in juvenile hall just because they cannot find a place for you to live.

Can I live with my relatives?



Yes. You have the right to live with a relative or nonrelated extended family member, if they are appropriate and able to take care of you.

Where will I live if I am a tribal member or eligible for tribal membership?



If you are a youth that has protections under the Indian Child Welfare Act of 1978 (ICWA), you have the right to live in certain places in the following order or priority:

- in a home with your family or extended family;
- in a foster home that is approved or specified by your tribe;
- in a facility that is approved by your tribe;
- in an Indian Organization that meets your needs

The place you live must reflect the cultural and social values of your Tribe and tribal community, protect your best interests as a member of an Indian tribe, and keep you securely connected to family, social, and political ties.



Questions & Answers About My Personal Rights

How should I be treated where I am living?



You have the right to live in a safe, healthy, and comfortable home where you are treated with respect. This includes having a private and safe space to keep your personal things.

You have the right to live in a home that maintains the social and cultural standards of your Tribe and tribal community, including but not limited to family, social, and political ties.

You have the right to have healthy food and enough clothes that fit and are in good condition. You have the right to have clothes that respect your culture, ethnicity, gender identity, and expression.

You have the right to have grooming and hygiene products (like soap, shampoo, deodorant, feminine products, and lotion) that respect your culture, ethnicity, gender identity, and expression. This means that you are able to have hair and body products that are best for your type of hair and skin. Your caregiver has to make sure you have everything listed above.

What if I get upset in my foster home?



You have the right to have a caregiver that has special training on trauma and ways to help you calm down and express yourself and your emotions when you get upset. It is important to tell your caregiver what helps you calm down. Expressing your feelings in a positive way is healthy. Hitting, cussing, or any type of violence is not positive or healthy. Your caregiver should not call the police or threaten to call the police when you are upset unless you put yourself or another person in serious danger. If you feel like hurting yourself, it may be helpful to call the National Suicide Prevention Lifeline (1-800-273-8255).

Tips for Calming Yourself

1. Take 10 deep breaths
2. Admit to yourself that you're feeling angry/anxious (that can help you feel better)
3. Do something physical (walking, running, jumping jacks)
4. Think it through and ask yourself: Is this really important? Will I care about it next week?
5. Listen to music, color, or draw
6. Write it down--it can help you get the thoughts out of your head
7. Talk to a trusted friend
8. Get some fresh air
9. Change your focus--leave the situation, walk out of the room
10. Take 10 more deep breaths and imagine yourself calm

Questions & Answers About My Personal Rights

Can my caregiver search my room or my belongings?



Your caregiver can only do a search if they have a reasonable and legal reason to believe that you have something that puts your safety or the safety of others at serious risk.

What if my caregiver abuses or neglects me?



No one has the right to abuse you. This includes physical, sexual, emotional, or any other abuse, and no one can exploit you. You should tell your social worker/probation officer, attorney, or a trusted adult if you feel that you are being abused or neglected. You should also contact the Child Abuse Hotline at 1-800-540-4000 if you feel that you are being abused. You can also call the Office of the Foster Care Ombudsperson at 1-877-846-1602.

Can my caregiver lock me in a room?



No. No one can lock you in a room, building, or any other part of where you live, unless you are in a Community Treatment Facility, like Starview, or a juvenile hall.

Can my caregiver hurt me?



No. No one can use physical discipline with you while you are in foster care. That means your caregiver should never spank, hit, pinch, pull your hair, or do anything that hurts you. You should tell your social worker/probation officer, attorney, or a trusted adult if you are being hurt in your home. You can also call the Office of the Foster Care Ombudsperson at 1-877-846-1602. You should also contact the Child Abuse Hotline at 1-800-540-4000 if your caregiver is hurting you.

What if I feel I am being treated unfairly because of something about me?



You should not be treated unfairly because of your race, ethnicity, ancestry, national origin, color, religion, sex, sexual orientation, gender identity and expression, mental or physical disability, or HIV status. You have the right to have fair and equal access to all available services, placement, care, treatment, and benefits related to being in foster care.



Questions & Answers About My Personal Rights

Do I get an allowance while in foster care?



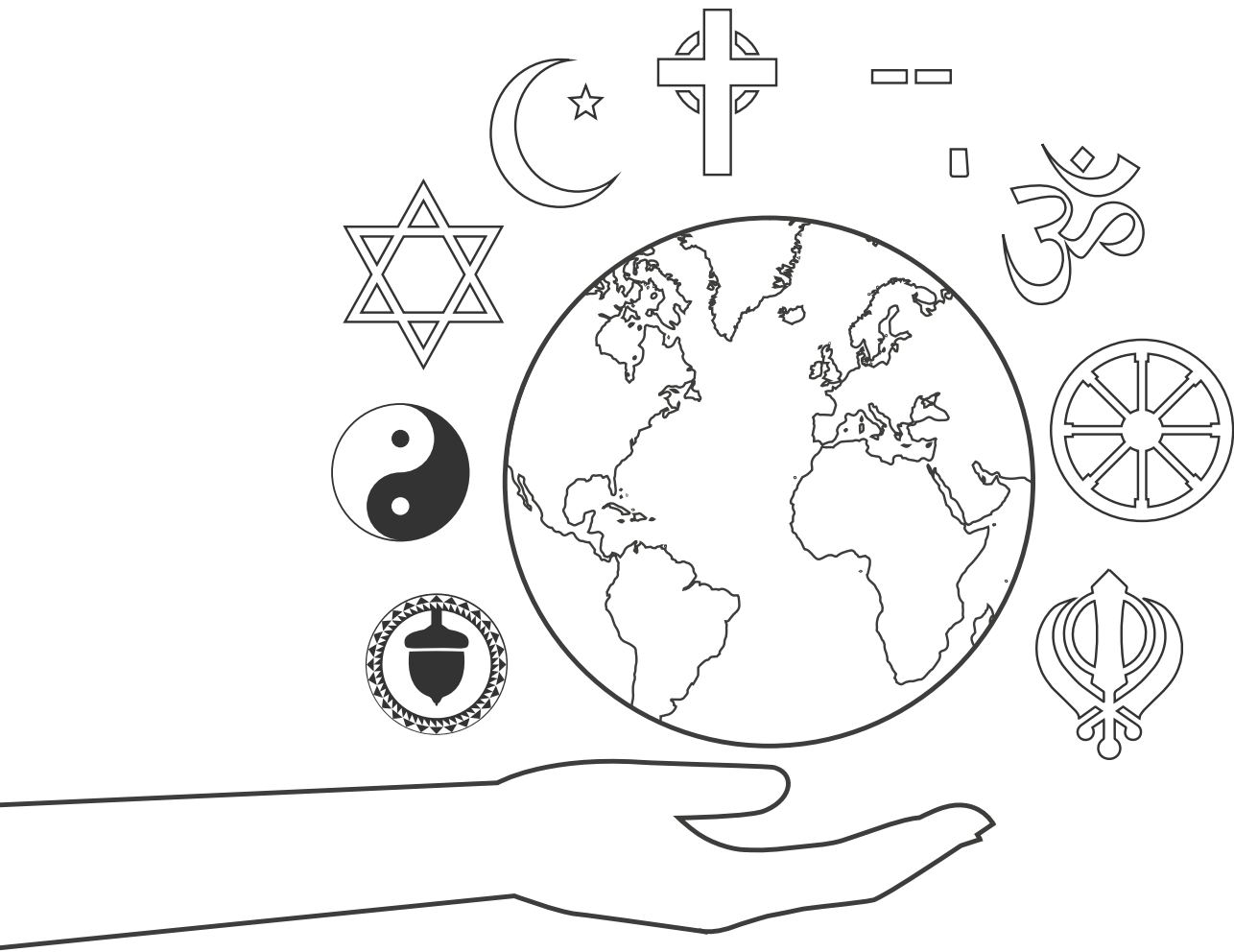
Yes. You have the right to receive an allowance while in foster care. Your caregiver has to give you an allowance that is appropriate for your age.

Can I attend religious services and activities?



Yes. You have the right to attend religious services and activities of your choice. This includes, but is not limited to, participating in traditional Native American religious practices. Your caregiver and social worker must arrange for you to get to and from your place of worship.

No one can force or require you to attend any religious service/activity that you do not wish to, and you cannot be punished for not wanting to go.



Questions & Answers About My Personal Rights

Can I participate in extracurricular or social activities?



Yes. You have the right to participate in extracurricular, cultural, racial, ethnic, personal enrichment, and social activities that are appropriate for your age, maturity, sexual orientation, and gender identity and expression. Some examples of these kinds of activities are sports, dance classes, or other fun things other youth are doing.

Can I use computers and the Internet?



Yes. You have the right to use a computer or tablet and the internet in a way that is appropriate for your age and maturity, including activities that support your sexual orientation, gender identity and expression. Your caregiver can put reasonable restrictions (limits) on your use.

List or draw clubs or groups you are in or want to be in:



Questions & Answers About Connections with My Family & Friends

Can I visit my parents, grandparents, and other relatives when I am in foster care?



Yes. You have the right to visit and contact family members and relatives, unless the judge says you cannot. Your social worker/probation officer must include a plan for visiting your family in your case plan.

What if I want to see my family more often or change the visitation plan?



You should talk to your social worker/probation officer and your attorney. You can also tell the judge at your next court hearing. Depending on how well your parents are doing and what your needs are, you might be able to see them more often.

Can I visit with my siblings if we're not living together?



Yes. You have the right to visit and have contact with your siblings, including any who are in foster care but are not living with you, unless the judge says you cannot. Your social worker/probation officer must include in your case plan the visitation plan for you and your siblings. You have the right to ask the judge to set up a visitation schedule with your siblings.

Family Members I would like to visit and contact are:

Questions & Answers About Connections with My Family & Friends

Can I contact or visit my friends or other people who are not in foster care?



Yes. You have the right to contact people who are not in foster care, like friends, mentors, teachers, religious members and others, if they are safe and appropriate. If you have people who are important to you, you should tell your caregiver, social worker/probation officer, and lawyer that you would like to see them.

Can I have contact with my tribe and tribal members?



Yes, you have the right to have contact with members of your tribe and tribal community that match your tribe's social and cultural customs and way of life.

Can I make phone calls or have other people call me?



Yes. You have the right to get and make private calls from anyone you want, unless a judge says there are limits on who you can talk to. Your social worker/probation officer must tell your caregiver in writing if the judge says there are people you cannot talk to. Your caregiver can temporarily take away your right to make or get some phone calls as a consequence.

No one can ever stop you from calling your lawyer, social worker/probation officer, CASA, the Foster Care Ombudsperson, and Community Care Licensing.



Questions & Answers About Connections with My Family & Friends

My Important Connections

Write the names of all the people who are important to you.



Questions & Answers About Connections with My Family & Friends

Can my caregiver listen to my phone calls?



No. You have the right to make and get confidential (private) calls and to talk in a place where you have privacy and no one else is listening to your conversation. Your caregiver can only listen to your calls if there is a court order from the judge.

Can I have my own cell phone?



Yes. You do have a right to own a cell phone unless the judge says you cannot. Your caregiver does NOT have to pay for your cell phone and can have reasonable rules for when you use or don't use your cell phone.

Am I allowed to email, text, or use social media?

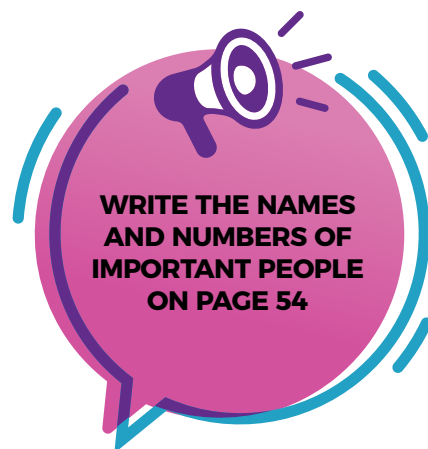


Yes. You have the right to privately use email, text messages, or other electronic communication unless the judge says you cannot. Your caregiver can temporarily take away this right as a consequence or if there is a safety risk.

Can I write letters to anyone?



Yes. You have the right to send and receive unopened mail unless the judge says you cannot.





Questions & Answers About Connections with My Family & Friends

Word Search

Find the words in the puzzle and circle them.

PRIVACY	B	F	D	G	A	R	K	T	M	G
CALL	D	P	N	C	R	G	E	R	G	R
MAIL	S	R	E	O	I	V	U	I	S	K
RIGHTS	J	I	I	N	G	X	K	B	F	U
FAMILY	L	V	R	N	H	M	H	E	A	F
FRIEND	A	A	F	E	T	G	A	S	C	A
TRIBE	I	C	I	C	S	J	F	I	G	M
CONNECT	C	Y	A	T	Y	K	Y	U	L	I
SCHOOL	O	H	V	L	S	C	H	O	O	L
SOCIAL	S	M	R	W	L	M	J	K	N	Y

Questions & Answers About My Sexual Orientation, Gender Identity & Expression



Do my caregivers, social worker/probation officer, and attorney have to get special training to understand my sexual orientation, gender identity, and expression?



Yes. You have the right to have caregivers, social workers/probation officers, and attorneys that have been trained to understand, respect, support, and be sensitive to sexual orientation, gender identity and expression, and the best ways to give quality care to lesbian, gay, bisexual, and transgender (LGBTQ+) youth in foster care. You may request a new caregiver, social worker/probation officer, or attorney if they are not meeting your needs.

Can I be treated differently because of my sexual orientation, gender identity, and/or expression?



No. You have the right to be treated fairly and with respect. You have the right to get the same services, care, treatment, and benefits as all foster youth. No one can harass you, hurt you, or discriminate against you based on your actual or what someone thinks is your sexual orientation, gender identity, or expression while you are in foster care. If other youth are harassing you or threatening you, your caregiver and social worker/probation officer must do something to stop it. No one has the right to force you to change your sexual orientation or gender identity.

Can I dress, style my hair, and use products that match my gender identity and expression?



Yes. You have the right to have clothes and dress in a way that matches your gender identity and expression. You have the right to cut and style your hair and have grooming and hygiene products (like soap, shampoo, deodorant, and lotion) that respect your gender identity and expression. Your caregiver must make sure you have the things listed above.



Questions & Answers About My Sexual Orientation, Gender Identity & Expression

Can I participate in extracurricular, enrichment, spiritual, and social activities for LGBTQ+ youth?



Yes. You have the right to participate in activities for LGBTQ+ youth, like LGBTQ+ sports, Gay Prom, and LGBTQ+ youth clubs or support groups.

Can I have LGBTQ+ friends and mentors?



Yes. You have the right to see and have friends and mentors outside of foster care that are LGBTQ+.

Do I have the right to live in a home that respects my sexual orientation, gender identity, and expression?



Yes. You have the right to live in a home or STRTP that accepts your gender identity and gender expression regardless of what any records say about your sex at birth. If your caregivers do not accept your gender identity, gender expression, or sexual orientation and you feel unsafe, you have the right to move to a different place. You also have the right to use a safe bathroom where you are not harassed. You can't be forced to use a bathroom that doesn't match your gender identity. You should tell your attorney and social worker if you do not feel safe where you live.

Can I request that my caregiver, social worker/probation officer, and other people in my home call me by my preferred name and gender pronoun?



Yes. You have the right to be called by the name and gender pronoun you choose regardless of what any records say. Your caregiver and social worker/probation officer must respect your chosen name and pronouns. Gender pronouns are words like she/her, he/him, or gender-neutral pronouns like they/them.

Questions & Answers About My Sexual Orientation, Gender Identity & Expression

Can I keep information about my sexual orientation and gender identity and expression private?



Yes. You have the right to keep information about your sexual orientation, gender identity, and expression private unless you allow the information to be shared. This information may also be shared if sharing it will protect your health and safety or if the judge orders it to be shared.

Do I have the right to see a doctor or counselor that supports and understands my sexual orientation, gender identity, and expression?



Yes. You have the right to get gender affirming health care and mental health care. You have the right to see doctors and counselors that are specially trained to serve transgender and gender diverse youth. Gender affirming health care might include, but is not limited to, prescribed medications that stop puberty, hormone treatments, or surgery to make your body's appearance match your gender identity. Gender affirming mental health care means seeing a counselor that has special training to work with transgender or gender diverse youth. Gender affirming surgery would require parental consent or a court order for minors, and non-minor dependents can consent for themselves. Gender diverse means people of all different genders including those outside of male and female.

Do I get to help create my case plan and can it include things to support my sexual orientation, gender identity and expression?



Yes. You have the right to help your social worker/probation officer create your case plan, including decisions about where you will live, what the long-term plan will be if you cannot return home, your needs, and any services related to your sexual orientation, gender identity and expression, gender affirming health, and mental health care.



Questions & Answers About My Health

General Health Rights

Do I have a right to see a doctor, dentist, and counselor?



Yes. You have a right to timely health care, including medical, dental, vision, mental health services, reproductive and sexual health care, and drug treatment. You can talk to your caregiver and social worker/probation officer if you need to see a doctor. Your caregiver and social worker/probation officer have to make sure you can get the care you need when you need it.

Can I choose my doctor/dentist/counselor?



Yes. If you are 12 or older, you can choose your own doctor, as long as it is covered by your insurance.

Can I talk to my doctor about my treatment?



Yes. You can talk with your doctor about your treatment and any questions you have. You may also speak to your doctors privately.

How will I get to my doctor appointments?



Your caregiver has to make sure you have transportation to and from your medical appointments.

Who can I talk to about any medical diagnosis and the treatment, medicine, or services that I need?



Your doctor, pharmacist, or social worker/probation officer can give you information about your health condition, treatment, and services, and they must explain it to you in a way that you understand.

Questions & Answers About My Health

Fill out the information for your health needs/concerns

Write in pencil so you can update when necessary

Medical Conditions

Medical Allergies

Medications (names and amounts and what they are treating)

Family Medical History



Questions & Answers About My Health

Can I have a say in making decisions about my medical treatment and services?



Yes. You have the right to be part of decision-making about your medical treatment and services.

Can I refuse to take medications?



Yes. You can refuse any medication, vitamin, or herbs. No one can give you consequences or punish you for refusing. It is important to talk to your doctor about the health risks of not taking your medicine (meds).

If I need major treatment, like surgery, can I ask another doctor for their opinion?



Yes. Before any major medical, dental, or psychiatric treatment you can ask for a second opinion.

Do I have the right to get health care that supports my gender identity?



Yes. You have the right to get gender affirming medical and mental health care.

Can I keep my medical and mental health records private?



Yes. You can keep these records, including your HIV status, drug use history and treatment, and sexual and reproductive care private. There may be some exceptions to this.

Can I still get Medi-Cal (insurance) if I leave foster care when I turn 18?



Yes. If you leave foster care on or after your 18th birthday, you can continue to receive Medi-Cal until you turn 26.

Mental Health Rights

Do I have to get permission if I want to get treatment for a drug or alcohol problem?

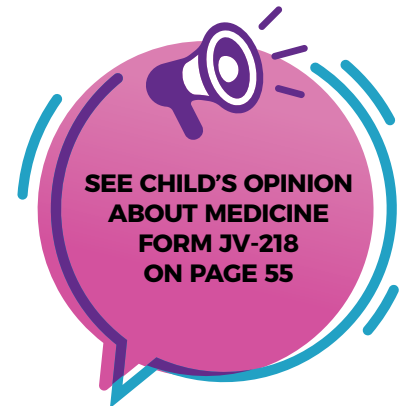


No. You can get help with a drug or alcohol problem without permission. You may want to talk with the important adults in your life about this so they can support you, but you can look for help on your own.

What do I do if I do not like the way a medication is making me feel?



You have the right to be told about how medicine prescribed for you will help you and any side effects of the medicine. If the side effects are bothering you or you don't want to take the medicine, you can tell your caregiver and your doctor. You can also tell your social worker/probation officer, lawyer, and the judge how the medicine makes you feel.



What if I do not want to take psychotropic medications?



Psychotropic medications are medicines (meds or drugs) used to help with mental health conditions. You should always talk with your doctor about your concerns and the risks of not taking a medication. If you want to stop taking a medication you are already on, you should work with your doctor to do this in a safe way. You can also tell your lawyer and the judge how you feel about the medications you are taking, any side effects, or other concerns you might have about these medications.

A judge has to approve any psychotropic medications a doctor prescribes. You can tell the judge how these medicines make you feel by asking for and filling out the JV-218 form. You can see a copy of this form on p. 55.

You have the right to refuse psychotropic medication, and no one can give you consequences or punish you for refusing.

What if I want to stop taking psychotropic drugs?



You have the right to work with your doctor to safely stop taking psychotropic drugs.



Questions & Answers About My Health

My Psychotropic Medications

Name of medication	Why I'm taking it	How often I take it	Dosage (How much I take)	Doctor who prescribed it

Name of Medication

How it makes me feel/side effects

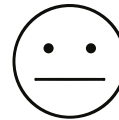
1. _____



Very Good

☐

Good

☐

Okay

☐

Not So
Good

☐

Very Bad

☐

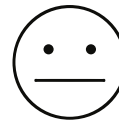
2. _____



Very Good

☐

Good

☐

Okay

☐

Not So
Good

☐

Very Bad

☐

3. _____



Very Good

☐

Good

☐

Okay

☐

Not So
Good

☐

Very Bad

☐

Sexual & Reproductive Health Rights

Can I get information about sexual and reproductive health care?



Yes. You have the right to get age appropriate, factual, and understandable medical information about reproductive health care, the prevention of unplanned pregnancy, and the prevention and treatment of Sexually Transmitted Infections (STIs).

Can I get tested or treated for a sexually transmitted infection without permission?



Yes. If you are 12 or older, you can get (or refuse) testing, care, or prevention for sexually transmitted infections. You do not need permission. You should talk to your doctor about why it's important to get tested for STIs.

Can I get medical treatment to prevent, or treat sexually transmitted infections (STIs) or HIV?



Yes. If you are 12 or older, you have the right to make your own decisions about preventing, testing, or treating sexually transmitted infections and HIV. You do NOT need permission from your parent, caregiver, social worker/probation officer, or any other adult.

Can I get birth control or other types of protection?



Yes. At any age, you have the right to make your own decisions about birth control. You have the right to get or refuse, keep, and use birth control or protection of your choice including, condoms; birth control patch, pill, or shot; diaphragm; spermicide; dental dam; emergency contraception (Plan B/Morning-After Pill); and medications to prevent STIs.

You have the right to keep your birth control in your own private storage space. Condoms or birth control cannot be taken away as a punishment or due to your caregiver's religious beliefs or personal feelings.



Questions & Answers About My Health

Can I keep my sexual and reproductive health records private?



Yes. When you get sexual or reproductive health care or ask your doctor questions about sex, your doctor cannot share that information with your parents, caregivers, STRTP staff, or social worker/probation officer without your written consent. There are a few exceptions.

You also have the right to ask your doctor to explain privacy to you and who can and cannot get your medical information before you get any health care.

Can I choose where I go to get sexual and reproductive health care?



Yes. You have the right to choose your own health care provider (doctor, nurse, etc.) for sexual and reproductive health care, as long as they take Medi-Cal or another approved insurance.

Your caregiver, social worker/probation officer, or STRTP staff must help you get transportation to get reproductive and sexual health care services in a timely manner.

What if I am pregnant? What are my options?



If you are pregnant while in foster care, you can decide what you want to do. You can keep the baby, place the baby for adoption, or have an abortion. You do not need to get permission to get prenatal care or have an abortion. If both parents are known, they both have to agree to place the baby for adoption. You can also safely leave your baby at any hospital or fire station in California with no questions asked. For more information call 1-877-222-9723.

What are my rights regarding services if I am sexually assaulted?



At any age, you have the right to get or refuse any services because of a rape or sexual assault. You do not have to get the permission of any adult, but you can talk to someone you trust about what to do.

Questions & Answers About My Health

Medical Provider List

Medical

Provider Name: _____

Phone Number: _____

Location: _____

Upcoming Appt Date

Transportation
Secured?

Upcoming Appt Time

☐

yes

☐

no

Dental

Provider Name: _____

Phone Number: _____

Location: _____

Upcoming Appt Date

Transportation
Secured?

Upcoming Appt Time

☐

yes

☐

no

Vision

Provider Name: _____

Phone Number: _____

Location: _____

Upcoming Appt Date

Transportation
Secured?

Upcoming Appt Time

☐

yes

☐

no

Mental Health

Provider Name: _____

Phone Number: _____

Location: _____

Upcoming Appt Date

Transportation
Secured?

Upcoming Appt Time

☐

yes

☐

no

Substance Use Disorder Treatment

Provider Name: _____

Phone Number: _____

Location: _____

Upcoming Appt Date

Transportation
Secured?

Upcoming Appt Time

☐

yes

☐

no

Sexual and Reproductive Health

Provider Name: _____

Phone Number: _____

Location: _____

Upcoming Appt Date

Transportation
Secured?

Upcoming Appt Time

☐

yes

☐

no



Do I have a right to go to school?



Yes. You have the right and responsibility to go to school every day, get help when you need it, have access to school supplies, and other resources that you need to do well and succeed in school. You have the right to the same school resources, services, and activities as all other students in your school.

Who can make educational decisions for me?



You have the right to have an “education rights holder.” An education rights holder is an adult who understands your educational needs and makes decisions about your education. This may be your parent or another person approved by the judge, like a relative, foster parent, or CASA. Your education rights holder cannot be your social worker/probation officer, lawyer, STRTP staff, or school staff.

Do I have to change schools if my placement changes?



No. You have the right to stay in your “school of origin” if it is best for you to stay in that school. Your school of origin is the school you attended when you entered foster care, or before the placement change, or another school you have had a connection to within the past 15 months. You have the right to get transportation to your school of origin. If there is disagreement about which school you will attend, you should tell your lawyer immediately. You have the right to stay in your same school until the disagreement is resolved.

What happens if I have to change schools?



If you and your education rights holder agree that you need to move schools, you have the right to immediately enroll in the new school and begin classes. You cannot be turned away because you don’t have the right paperwork (like your birth certificate, transcripts, or immunization records) or owe fees or items to another school.

Career Goal

My future career goal is...

I am choosing this career because...

The skills and training that I need for this career are...

Some things I can do now to prepare for this career are...



Questions & Answers About My Education

If I change schools during the school year, what happens to the credits I earned from my last school?



If you change schools during the school year, you have a right to receive partial (some) credits in all classes that you were passing when you left your school even if you did not finish the entire class.

What if I need help with school?



You have the right to get help with school if you need it. This help can include tutoring, mentoring, counseling, and a referral for special education services. Your social worker/probation officer, caregiver, education rights holder, school foster youth liaison, or school counselor can help you get the services you need.

Do I have priority enrollment in school because I am in foster care?



Yes. You have the right to priority enrollment in preschool, for after school programs, at California State Universities, and in community colleges.

What are my options for education after high school?



You have the right to get accurate information and help from your social worker/probation officer on how to apply for college and financial aid. You also have the right to get accurate information about other options you may have, including career education programs, such as cosmetology, nursing, construction, and/or automotive programs. You also must be told about special programs for foster youth at the University of California schools, California State University schools, and the California Community Colleges.

Additional Information on Services and Supports for College

Foster Youth Success Initiative

<http://www.cacollegepathways.org/find-campus-support-programs/foster-youth-success-initiative-fysi/>

California Chafee Grant Program

<https://www.chafee.csac.ca.gov/StudentApplication.aspx>

California State University Resources for Foster Youth

<https://www2.calstate.edu/attend/student-services/foster-youth>

JBAY Youth Resources

<https://www.jbaforyouth.org/youth-resources/>

Questions & Answers About Preparing for Adulthood & Money Management



What happens if I turn 18 in foster care?



Some young people between the ages of 18 and 21 are able to stay in foster care and continue receiving services and support, including financial and housing assistance. This is called Extended Foster Care/AB12. As part of Extended Foster Care/AB 12, some young adult former foster children may be eligible to go back into foster care if they left.

If you want to learn more about Extended Foster Care/AB12, ask your social worker/probation officer, call the LA County DCFS Child Protection Hotline at (800)-540-4000, or contact the California Foster Care Ombudsperson at (877)-846-1602.

What is the Independent Living Program (ILP), and can I participate?



You have the right to participate in the Independent Living Program (ILP) if you are in foster care at age 16 and can participate until your 21st birthday. ILP teaches life skills to get you ready for adulthood. You will learn about housing, college or other school options, finding and keeping a job, getting a driver's license, money management, and skills to take care of yourself. Your social worker/probation officer will work with you to create a plan for ILP called a Transition to Independent Living Plan (TILP) to help you set goals and prepare for adulthood.

Your caregiver cannot stop you from going to ILP activities (classes and events) as a consequence or punishment.

Can I get a job?



Yes. You can have a job beginning at age 14, if you get a work permit. Your school and your social worker/probation officer can help you get a work permit.

Can I open a bank account?



Yes. You have the right to have a bank account and to budget, save, and spend your money unless the judge and your case plan says you cannot.



Questions & Answers About Preparing for Adulthood & Money Management

What is a credit score?



A credit score is like a report card that tells you about your spending, paying bills on time, and how much money you owe. Your credit report has a score, and that number is very important because when you are an adult, it is used when you want to look for a place to live, if you want to buy a car or home, and if you want to get credit cards or loans. If you have a high score, it's like getting an A on your report card, and the lower your score, the worse your grade.

If you are age 14-17, your social worker/probation officer must get a copy of your credit report from the three major credit agencies (Experian, Equifax, and Trans Union). They must give you these reports each year and help you understand them and fix any problems, like someone else getting credit cards or other accounts in your name and not paying the bills.

Can I get a drivers license?



Yes. You have the right to get a drivers license. Your social worker/probation officer can sign your application without taking personal responsibility.

You can also have your application signed by a grandparent, sibling over the age of 18, aunt, uncle, or the foster parent you are living with. However, if any of these people sign, you will both be held responsible if you get in an accident.

Ask your caregiver and social worker/probation officer or your ILP program if they can help pay for driver's education and driver's training.

Questions & Answers About Court



What happens at court?



At each court hearing, the judge learns about how you and your family are doing and makes decisions about your case. You will have a court hearing at least every 6 months while you are in foster care, and sometimes more often depending on what is happening with your case and what your needs are.

Can I talk to the judge at court?



Yes. You have the right to talk to the judge about anything that is important to you while you are at court. You should let your lawyer know that you want to speak to the judge, it is a good idea to prepare what you want to say before you get in the courtroom.

How do I know when there is a court hearing, and can I go to court?



You have the right to be told about court hearings and to go to court. Your social worker/probation officer must tell you about your court hearings in writing at least 15 days before your hearing, but no more than 30 days before. Your social worker /probation officer and caregiver must arrange transportation for you to and from court.

Can I decide who goes to my court hearings?



You have the right to ask for certain people to attend your court hearing. You also have the right to say that you do not want certain people to attend your court hearing, but the judge can still let them stay if they think there is a good reason for them to be there.

Can someone from my tribe be at court?



Yes. You have the right to have a person that your Tribe chooses be at court.



Questions & Answers About Court

What is a court report, and can I get a copy of it?



A court report is a report to the judge that your social worker writes to tell them details about your case and how you and your family are doing. Your court report includes information about where you live; your health and education; visitation with parents and siblings; your needs, including services; and your case plan.

If you do not agree with something in your court report, you should tell your lawyer right away.

Yes. You have the right to get a copy of your court report.

Can anyone else see my court paperwork?



You have the right to keep your court paperwork private, but there may be exceptions if the judge has a legal reason to let someone else see it. Some people, such as your parents, legal guardians, or siblings, may be able to see your court reports if there is a legal reason for them to see it.

Do I have the right to get court or foster care records about me?



Yes. You have the right to see and get a copy of your court reports, child welfare records (though some information that is confidential may be taken out), and education records. You have a right to get copies of these records for free until your 26th birthday.

Do I have the right to a lawyer?



Yes. You have the right to have a lawyer represent you in court. Your lawyer has to tell the judge what you want to happen and to make sure that you are safe and have the services and support that you need. Your lawyer can help answer questions you have about court, the foster care system, and other laws that impact you.

Your lawyer has to have special training on the Indian Child Welfare Act, sexual orientation, gender identity, and expression.

What does my lawyer do?



Your lawyer is sometimes called an attorney and their job is to look out for your legal interests and what is best for you.

This means that they are responsible for:

- making sure that all laws and court orders are followed;
- asking for any court orders that may be needed; and
- making sure that your social worker/probation officer provide you with a safe and stable place to live and all the services you need to be safe, healthy, and do well at school.
- telling the judge what you want them to know.
- protecting your legal interests even if they are not about foster care. This part of their job means making sure someone is helping you with things like immigration, money from an inheritance, or a lawsuit if you are injured.

You should talk to your lawyer about everything that is important to you. You have the right to talk to your lawyer about anything related to foster care and any other issues you have that are not about foster care. Your lawyer must look into your concerns.

Can my lawyer tell others what I tell them?



You have the right to speak to your lawyer in private, and everything that you tell them should stay between the two of you. This is called confidentiality. The only reason your lawyer can tell others what you talk about in private is if you give them permission or if your lawyer has a good reason to believe that you are about to commit a crime that will cause death or serious physical harm to others.

What if I don't think my lawyer is doing their job to represent me?



You have the right to ask the judge to appoint a new lawyer if you do not think that your lawyer is doing their job of telling the court what you want and what is in your best interest. It is important to know that the judge could say no to your request for a new lawyer.



Questions & Answers About Court

Interview with a Lawyer

What are some of the most important things that a lawyer can do for foster youth?

Your lawyer will fight for you at court. They are there to make sure you are heard and taken seriously by the judge. Your lawyer will work hard to understand your needs and to argue for things that you need. For example, your lawyer will talk with you about your safety, your living situation, visitation with parents and siblings, what is likely to happen in court, and what you can expect in your family's court case. The court process can be overwhelming and complicated – your attorney is there to help you understand what is going on and what is expected to happen in the upcoming weeks and months.

What are some other ways that lawyers can support foster youth?

In addition to representing you in court, your lawyer can help you solve other problems you may be experiencing with things, such as where you are going to school, your progress in school, anything about your health that you may be concerned about, help getting therapy, or other services. Your lawyer can also connect you to services that will help you, including services related to mental health, immigration, juvenile justice, child custody, sexual and reproductive health, and extended foster care if you are 18 or older.

What is one thing that you wish more foster youth knew about using their lawyer?

Foster youth should know that their relationship with their lawyer is confidential; that means that anything you tell your lawyer must be kept private and not shared without your permission unless telling someone will prevent death or serious harm to the youth or others or to prevent a crime. This is different than when a foster youth speaks with a social worker or other adult service provider. Your lawyer is the one person in the courtroom who is there just to fight for what you want and what you need. Youth should always reach out to their lawyer with questions or just to talk.

What happens at court can be confusing and a lot to deal with. Lawyers will talk to foster youth about what's happening when they come to court. They will explain the reason that they are in court, what will happen during the court hearing, and what is expected to happen in the next few weeks and months in a way that the youth understands.



What is a case plan?



It is the plan that describes what will happen in your case. It includes the services that you and your family need. A case plan must say what your needs are and how they will be met; what is in your best interest; and the services you are getting while in foster care. You have the right to have a case plan created within 60 days of coming into foster care and updated at least every six months. The case plan is part of the court record and is included at each court hearing.

Case plan must include information about:

- health;
- education;
- visitation;
- services you need to be safe and healthy;
- long-term plan for where you will live if you are not able to go home;
- where you are living and if that is the best place for you; and
- if you are 16 or older, your Transition to Independent Living Plan (TILP)

Do I get to help create my case plan?



Yes. You have the right to help create your case plan, including making decisions about where you will live and what the long-term plan will be if you cannot return home.

If it applies to you, your case plan must include a plan to make sure you have access to gender affirming health care that is consistent with your gender identity.

Do I get a copy of my case plan?



Beginning at age 10, you have the right to read, sign, and get a copy of your case plan.

What if changes are made to my case plan?



You have the right to be told of any changes to your case plan.



Questions & Answers About My Case Plan

What is my Tribe's role in my case plan?



Your social worker/probation officer must work with your tribe in all case planning decisions, including where you will live. Case plan decisions must reflect the social and cultural values, conditions, and way of life of your Indian community or tribe.

Your case plan must involve your family members, the tribe, tribal and other Indian social service agencies, and Indian caregivers. Your social worker/probation officer has to make sure you get to go to Indian programs, services, and events and include these in your case plan. Your social worker should work with your tribe and other tribal/Native American resources to make sure you can participate in tribal programs, services, and events.

Your case plan must say who is going to ask your tribe to enroll you if you are not already a member.

If I am an Indian youth, are my tribal relations protected in my case plan?



Yes. Your case plan has to include protection of important tribal relations by helping you to form and continue political, cultural, and social relationships with your tribe and Indian community.



What is my Child & Family Team?



You have the right to a Child and Family Team (CFT). The CFT is a group of people, including you, who come together to help make the best plans for your safety, well being, and future.

Who is part of my Child & Family Team?



You have the right to have both formal support (such as your social worker/probation officer or counselor) and informal support people (such as family members, caregivers, advocates, or teachers) be a part of your Child & Family Team (CFT) and attend CFT meetings. You and your family have a voice (say) in deciding who should or shouldn't be included in your CFT.

When do Child & Family Team (CFT) meetings happen?



You have the right to have a CFT meeting:

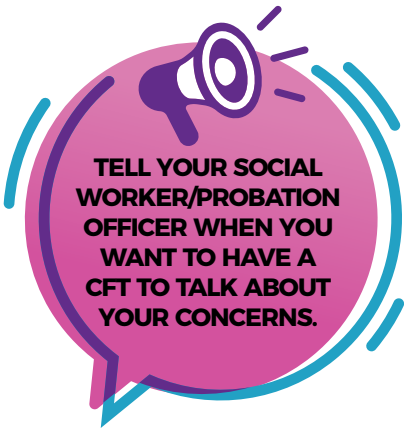
- within 60 days of entering foster care;
- at least every six months;
- before creating or making any changes to your case plan;
- for decisions about where you will live, each time and before you move to any other place, and to help resolve conflicts in the home to allow you to continue living there;
- to talk about your needs and strengths, and coordinate any services that might be helpful to you;
- to talk about visits with your siblings;
- when you are preparing to leave foster care;
- at least every 90 days if you are in an STRTP or in a therapeutic foster home; and
- at least every 90 days if you are getting certain types of services, such as intensive home-based services or intensive case coordination



Can I ask for a Child & Family Team meeting?



Yes. You have the right to request more CFT meetings to talk about your concerns, such as changes in where you live, changes in your service needs, and sibling or family visits.



What should I do at my CFT meetings?



It is important for you to say what you are feeling and what you need and want. You will be helping your team to make the best decisions about your life.

Write down what you want to discuss at your CFT meeting below.



Who is responsible for talking to me about my rights?



You have the right to have your social worker/probation officer review your rights with you in a way that you understand. You must be given a copy of your rights at the time you come into foster care, at every placement change, and at least once every six months during a regular visit with your social worker/probation officer.

If you think your rights have been violated...

1 Try to remember the event.

Writing it down can help.

- What happened?
- Where did it happen?
- When did it happen?
- Who was involved?
- What rights were violated?

2 If you feel safe, try to resolve it with the people who were involved.

3 If you feel safe, talk to your caregiver or staff member.

4 Call the Office of the Foster Care Ombudsperson at 1-877-846-1602.

Who can I contact if I think my rights are being violated?



- You have the right to be given the contact information for the Community Care Licensing Division (CCL), the tribal authority approving a tribally approved home, and the State Foster Care Ombudsperson at the time you enter foster care and each placement change.
- You have the right to contact any or all of these offices or those listed on the next page, immediately when you ask, if you think your rights are being violated.
- You have a right to speak to these offices confidentially, and you cannot be threatened, punished, or retaliated against for making complaints.

Remember, you should also tell your social worker/probation officer, lawyer, and judge if you think your rights are being violated.



Who to Call About My Rights

The Office of the Foster Care Ombudsperson is an independent office that investigates complaints and works to resolve concerns about foster youth rights, the care youth get, where they live, or the services they need or receive. If you have a complaint, call, email, or visit on the web:



California Foster Care Ombudsperson

Phone: 1-877-846-1602

Email: Fosteryouthhelp@dss.ca.gov

Website: www.fosteryouthhelp.ca.gov

Community Care Licensing Division

This is the division of the State Department of Social Services that licenses and oversees foster family agencies, daycares, group homes, short-term therapeutic residential facilities, foster homes, and residential care for children (and adults) throughout California.

Phone: 1-844-538-8766

Email: letusknow@dss.ca.gov

LA County Ombudsperson for DCFS Youth placed in STRTPs and Group Homes

Helpline: 1-888-445-1234

Email: afriend@auditor.lacounty.gov

Website: <http://grouphomeombudsman.lacounty.gov>



LA County Ombudsperson for Probation Youth placed in Juvenile Halls, Camps, STRTPs, and Group Homes

Helpline: 1-877-822-3222

Email: ombudsman@probation.lacounty.gov

Website: <https://probation.lacounty.gov/ombudsman>

Definitions

TERM

DEFINITION

AB 12

Assembly Bill (AB) 12, also called Extended Foster Care, is the law that allows young people between the ages of 18 and 21 to stay in foster care and continue receiving services and support, including financial and housing assistance. Youth interested in AB 12/Extended Foster Care or returning to Extended Foster Care should call the DCFS Child Protection Hotline at 800-540-4000 or contact the California Foster Care Ombudsperson at (877)-846-1602.

Foster Youth Services Liaison (Sometimes called AB 490 Counselor)

A person appointed by the school district to help foster youth with (1) ensuring proper educational placement, school enrollment, and "checkout" (withdrawal) from school, and (2) transfer of grades, credits, and records when there is a school change.

Caregiver

Sometimes called a resource family or foster parent, a person who has been approved to provide a home for and take care of youth who are in foster care. Caregivers are responsible for making sure that youth are healthy, safe, and have what they need. STRTP staff are also caregivers.

Case Plan

A written document prepared by a social worker/probation officer that describes the care and services to be provided to a youth who has been placed in foster care. It must include a description of the placement; a plan for providing the youth with safe and proper care; a plan for services that will be provided, along with a timeline; and other issues relating to health, safety, and well-being.

Chemical Substances

Chemical Substances are sometimes called medicine, psychotropic meds, or drugs. They include medicines that a doctor has given you or those that you can buy at a store. Illegal drugs are also called chemical substances.

Child and Family Team (CFT)

A group of people, which may include extended family members and members of the youth's community and/or tribe and other people identified by the youth, who come together to talk and make decisions about case planning and placement that will best support success of the family and positive outcome for the youth's safety, permanence, and well-being.

Definitions

TERM

DEFINITION

Child Welfare System

The group of government agencies and juvenile courts that (1) take and investigate reports of possible child abuse and neglect; (2) provide services to ensure safety and care of youth and to support their families; (3) arrange for youth to live with relatives, non-relative extended family members, or foster families when they are not safe at home; and (4) arrange for reunification, adoption, or other permanent connections for children leaving foster care. The Los Angeles County child welfare system also includes non-government agencies that provide services to youth and their families.

Community Care Licensing Division (CCL)

A state agency that gives licenses to people and facilities/organizations to provide homes and ongoing care to foster youth. CCL is responsible for investigating complaints about the care or conditions where foster children live.

Community Treatment Facilities (CTF)

A locked facility where youth live when they need specialized mental health services to keep them safe.

Contraception

Options to prevent pregnancy and some sexually transmitted infections, such as condoms and birth control pills, patches, or shots.

Court Appointed Special Advocate (CASA)

Volunteers appointed by the judge to meet regularly with a youth who is in foster care and to advocate for their wishes and what is best for a youth. A CASA can (1) advocate or speak up for the youth, (2) investigate or look into problems that the youth is having, (4) report or speak to the judge for the youth, and (5) recommend or ask the judge to make orders that will help the youth.

Delinquency Court

A youth that is in this court is sometimes called a 602, named for the section of law about juvenile delinquency.

Dependency Court

Dependency court focuses on children who have been abused or neglected by a parent, legal guardian, or Indian custodian. A youth that is in this court is sometimes called a 300, named after the section of law that is about juvenile dependency (foster care).

Definitions

TERM

DEFINITION

Dependent

A legal word used to describe an abused or neglected youth who is supervised by dependency court.

Discrimination

Discrimination is unfairly treating a person or group of people differently from other people, often because of age, race, sex, nationality, sexual orientation, gender identity, gender expression, religion, or disability.

Foster Youth Verification Letter

Written verification of a youth's time spent in foster care. This used to be called the Ward of the Court letter.

Gender

Gender is what society expects and stereotypes about what it means to be male or female. People can identify as male or female or as moving between genders, no gender, or as another gender. Gender is fluid and can change.

Gender Expression

The way a person expresses their gender identity, such as through how they dress or behave.

Gender Identity

How a person thinks of their own gender. It might be different from what is on their birth certificate or child welfare records.

Gender Pronoun

A word used to refer to people, such as she/her/hers, he/him/his, or gender neutral pronouns such as they/them/theirs or ze/hir/hirs.

Harassment

Harassment can be words, behaviors, or actions that cause the person it is directed at to feel scared, annoyed, or emotionally upset and should be reported to a trusted adult.

Definitions

TERM

DEFINITION

Independent Living Program (ILP)

The ILP provides training, services, and programs that help current and former foster youth to prepare for adulthood before and after leaving the foster care system. Youth are eligible for ILP services up to the day before their 21st birthday if they meet one of the following conditions:

(1) They were or are in foster care at any time from their 16th to their 19th birthday, or

(2) They were or are between the ages of 16 and 18 years of age and participating in the Kinship Guardianship Assistance Payment Program (Kin-GAP).

Some of the ILP services are: daily living skills, money management, decision making, building self-esteem, financial assistance with college or vocational schools, educational resources, housing (transitional housing), and employment.

The Indian Child Welfare Act (ICWA)

A federal law that passed in 1978 to protect the best interest of Indian children and to promote the stability and security of federally recognized Indian tribes and families.

The ICWA created laws that require recognition of tribal laws, customs, and cultural values when removing Indian children from their families and placing them outside of the family home. Because tribes are governments separate from a state or county, the ICWA requires state and county authorities to work with the tribes where Indian children may be placed in foster care or for adoption.

Juvenile Detention

Juvenile detention centers and juvenile halls ("juvie") are secure residential facilities for young people who are accused of violating the law, who have been found to have violated the law, or are awaiting a court hearing.

Lawyer/Attorney

A person who is licensed to practice law. The court will appoint a lawyer to represent (speak for) youth in dependency and delinquency courts.

Mental Health

Mental health is emotional or psychological well-being. It includes feeling able to enjoy life, engage in work or school, and be in healthy relationships with others. It includes feeling able to recover from difficult experiences and being able to cope with the normal stresses of life.

Medication

Medications, sometimes called drugs or meds, are substances used to treat a physical medical condition or mental health condition. Medications may be prescribed by a doctor or bought "over-the-counter" without a prescription from a doctor.

Definitions

TERM

DEFINITION

Nonminor Dependent (NMD)

Under AB 12, foster youth who meet certain conditions and choose to remain in foster care past age 18 and up to age 21 are referred to as nonminor dependents. (Also see AB-12 definition)

Non-Relative Extended Family Member (NREFM)

An adult who has a supportive relationship with a youth and is important to the youth but not a blood relative. A NREFM is also an adult who has a strong relationship with one of the youth's relatives.

Ombudsperson

An ombudsperson is a person whose job is to receive, investigate, and resolve complaints about rights violations or other concerns.

Permanent Placement

A living arrangement that is meant to be the permanent home or permanent living arrangement for a youth until they leave the child welfare system.

Placement

Where a youth lives while they are in foster care.

Probation Officer

Probation officers are responsible for supervision of some youth (juveniles) on probation. They are required to make regular home visits to ensure that that youth are healthy and safe and that delinquency court orders are being followed. They also meet with youth and their families to help with rehabilitation.

Psychotropic Medication (also called drugs)

Psychotropic medications are prescription meds used in the treatment of various psychiatric or mental health conditions, like anxiety, Bi-polar Disorder, or ADHD. Examples of psychotropic medications are meds like Adderal and Lithium.

Reproductive Health

Reproductive health is the complete physical, mental, and social well-being in all matters relating to the reproductive system.

Definitions

TERM

DEFINITION

School of Origin

The school a youth attended when they entered foster care before their placement change or another school they have had a connection to within the past 15 months.

Sexual Orientation

Who you're attracted to and want to have sexual or romantic relationships with. Sexual orientations include, but are not limited to, gay, lesbian, straight, bisexual, and asexual.

Short-Term Residential Treatment Program (STRTP)

A residential facility that provides specialized and intensive services and supports to youth placed in foster care that need extra support or treatment so that they can heal and return to living in a home environment. Placement in an STRTP should be limited to six months unless a youth's needs justify a longer stay.

Social Worker

Also called Children's Social Workers or CSWs, they are responsible for supervision of youth who have DCFS cases. They make regular home visits to ensure that that youth are healthy and safe, have what they need, and that dependency court orders are being followed. They also meet with youth and their families to help the family get back together when possible.

Tribal Customary Adoption (TCA)

An adoption for Indian children who are dependents that allows them to be adopted through customs and laws of the child's tribe without terminating their parent's rights.

Written Consent

A written agreement, approval, or permission for something to happen.

Visitation Schedule

A regular time and date for families to visit one another and be together.

WIC 16001.9 – Legal Language About Your Rights

California Welfare and Institutions Code (WIC) 16001.9

(a) All children placed in foster care, either voluntarily or after being adjudged a ward or dependent of the juvenile court pursuant to Section 300, 601, or 602, shall have the rights specified in this section. These rights also apply to nonminor dependents in foster care, except when they conflict with nonminor dependents' retention of all their legal decision making authority as an adult. The rights are as follows:

- 1 To live in a safe, healthy, and comfortable home where they are treated with respect. If the child is an Indian child, to live in a home that upholds the prevailing social and cultural standards of the child's Indian community, including, but not limited to, family, social, and political ties.
- 2 To be free from physical, sexual, emotional, or other abuse, corporal punishment, and exploitation.
- 3 To receive adequate and healthy food, adequate clothing, grooming and hygiene products, and an age-appropriate allowance. Clothing and grooming and hygiene products shall respect the child's culture, ethnicity, and gender identity and expression.
- 4 To be placed in the least restrictive setting possible, regardless of age, physical health, mental health, sexual orientation, and gender identity and expression, juvenile court record, or status as a pregnant or parenting youth, unless a court orders otherwise.
- 5 To be placed with a relative or nonrelative extended family member if an appropriate and willing individual is available.
- 6 To not be locked in any portion of their foster care placement, unless placed in a community treatment facility.
- 7 To have a placement that utilizes trauma-informed and evidence-based deescalation and intervention techniques, to have law enforcement intervention requested only when there is an imminent threat to the life or safety of a child or another person or as a last resort after other diversion and deescalation techniques have been utilized, and to not have law enforcement intervention used as a threat or in retaliation against the child.

WIC 16001.9 – Legal Language About Your Rights

- 8** To not be detained in a juvenile detention facility based on their status as a dependent of the juvenile court or the child welfare services department's inability to provide a foster care placement. If they are detained, to have all the rights afforded under the United States Constitution, the California Constitution, and all applicable state and federal laws.

- 9** To have storage space for private use.

- 10** To be free from unreasonable searches of personal belongings.

- 11** To be provided the names and contact information for social workers, probation officers, attorneys, service providers, foster youth advocates and supporters, Court Appointed Special Advocates (CASAs), and education rights holder if other than the parent or parents, and when applicable, representatives designated by the child's Indian tribe to participate in the juvenile court proceeding, and to communicate with these individuals privately.

- 12** To visit and contact siblings, family members, and relatives privately, unless prohibited by court order, and to ask the court for visitation with the child's siblings.

- 13** To make, send, and receive confidential telephone calls and other electronic communications, and to send and receive unopened mail, unless prohibited by court order.

- 14** To have social contacts with people outside of the foster care system, including, but not limited to, teachers, coaches, religious or spiritual community members, mentors, and friends. If the child is an Indian child, to have the right to have contact with tribal members and members of their Indian community consistent with the prevailing social and cultural conditions and way of life of the Indian child's tribe.

- 15** To attend religious services, activities, and ceremonies of the child's choice, including, but not limited to, engaging in traditional Native American religious practices.

- 16** To participate in extracurricular, cultural, racial, ethnic, personal enrichment, and social activities, including, but not limited to, access to computer technology and the internet, consistent with the child's age, maturity, developmental level, sexual orientation, and gender identity and expression.

WIC 16001.9 – Legal Language About Your Rights

- 17 To have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity and expression, mental or physical disability, or HIV status.

- 18 To have caregivers, child welfare and probation personnel, and legal counsel who have received instruction on cultural competency and sensitivity relating to sexual orientation, gender identity and expression, and best practices for providing adequate care to lesbian, gay, bisexual, and transgender children in out-of-home care.

- 19 To be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed in their court, child welfare, medical, or vital records, to be referred to by the child's preferred name and gender pronoun, and to maintain privacy regarding sexual orientation and gender identity and expression, unless the child permits the information to be disclosed, or disclosure is required to protect their health and safety, or disclosure is compelled by law or a court order.

- 20 To have child welfare and probation personnel and legal counsel who have received instruction on the federal Indian Child Welfare Act of 1978 (25 U.S.C. Sec. 1901 et seq.) and on cultural competency and sensitivity relating to, and best practices for, providing adequate care to Indian children in out-of-home care.

- 21 To have recognition of the child's political affiliation with an Indian tribe or Alaskan village, including a determination of the child's membership or citizenship in an Indian tribe or Alaskan village; to receive assistance in becoming a member of an Indian tribe or Alaskan village in which the child is eligible for membership or citizenship; to receive all benefits and privileges that flow from membership or citizenship in an Indian tribe or Alaskan village; and to be free from discrimination based on the child's political affiliation with an Indian tribe or Alaskan village.

- 22 (A) To access and receive medical, dental, vision, mental health, and substance use disorder services, and reproductive and sexual health care, with reasonable promptness that meets the needs of the child, to have diagnoses and services explained in an understandable manner, and to participate in decisions regarding health care treatment and services. This right includes covered gender affirming health care and gender affirming mental health care, and is subject to existing laws governing consent to health care for minors and nonminors and does not limit, add, or otherwise affect applicable laws governing consent to health care.

(B) To view and receive a copy of their medical records to the extent they have the right to consent to the treatment provided in the medical record and at no cost to the child until they are 26 years of age.

WIC 16001.9 – Legal Language About Your Rights

- 23** Except in an emergency, to be free of the administration of medication or chemical substances, and to be free of all psychotropic medications unless prescribed by a physician, and in the case of children, authorized by a judge, without consequences or retaliation. The child has the right to consult with and be represented by counsel in opposing a request for the administration of psychotropic medication and to provide input to the court about the request to authorize medication. The child also has the right to report to the court the positive and adverse effects of the medication and to request that the court reconsider, revoke, or modify the authorization at any time.
-
- 24** (A) To have access to age-appropriate, medically accurate information about reproductive health care, the prevention of unplanned pregnancy, and the prevention and treatment of sexually transmitted infections.
- (B) At any age, to consent to or decline services regarding contraception, pregnancy care, and perinatal care, including, but not limited to, abortion services and health care services for sexual assault without the knowledge or consent of any adult.
- (C) At 12 years of age or older, to consent to or decline health care services to prevent, test for, or treat sexually transmitted diseases, including HIV, and mental health services, without the consent or knowledge of any adult.
-
- 25** At 12 years of age or older, to choose, whenever feasible and in accordance with applicable law, their own health care provider for medical, dental, vision, mental health, substance use disorder services, and sexual and reproductive health care, if payment for the service is authorized under applicable federal Medicaid law or other approved insurance, and to communicate with that health care provider regarding any treatment concerns or needs and to request a second opinion before being required to undergo invasive medical, dental, or psychiatric treatment.
-
- 26** To confidentiality of medical and mental health records, including, but not limited to, HIV status, substance use disorder history and treatment, and sexual and reproductive health care, consistent with existing law.
-
- 27** To attend school, to remain in the child's school of origin, to immediate enrollment upon a change of school, to partial credits for any coursework completed, and to priority enrollment in preschool, afterschool programs, a California State University, and each community college district, and to receive all other necessary educational supports and benefits, as described in the Education Code.
-
- 28** To have access to existing information regarding the educational options available, including, but not limited to, the coursework necessary for career, technical, and postsecondary educational programs, and information regarding financial aid for postsecondary education, and specialized programs for current and former foster children available at the University of California, the California State University, and the California Community Colleges.

WIC 16001.9 – Legal Language About Your Rights

29	To attend Independent Living Program classes and activities, if the child meets the age requirements, and to not be prevented by caregivers from attending as a consequence or punishment.
30	To maintain a bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.
31	To work and develop job skills at an age-appropriate level, consistent with state law.
32	For children 14 to 17 years of age, inclusive, to receive a consumer credit report provided to the child by the social worker or probation officer on an annual basis from each of the three major credit reporting agencies, and to receive assistance with interpreting and resolving any inaccuracies.
33	To be represented by an attorney in juvenile court; to have an attorney appointed to advise the court of the child's wishes, to advocate for the child's protection, safety, and well-being, and to investigate and report to the court on legal interests beyond the scope of the juvenile proceeding; to speak to the attorney confidentially; and to request a hearing if the child feels their appointed counsel is not acting in their best interest or adequately representing their legal interests.
34	To receive a notice of court hearings, to attend court hearings, to speak to the judge, to view and receive a copy of the court file, subject to existing federal and state confidentiality laws, and to object to or request the presence of interested persons during court hearings. If the child is an Indian child, to have a representative designated by the child's Indian tribe be in attendance during hearings.
35	To the confidentiality of all juvenile court records consistent with existing law.
36	To view and receive a copy of their child welfare records, juvenile court records, and educational records at no cost to the child until the child is 26 years of age, subject to existing federal and state confidentiality laws.
37	To be involved in the development of their own case plan, including placement decisions, and plan for permanency. This involvement includes, but is not limited to, the development of case plan elements related to placement and gender affirming health care, with consideration of the child's gender identity. If the child is an Indian child, the case plan shall include protecting the essential tribal relations and best interests of the Indian child by assisting the child in establishing, developing, and maintaining political, cultural, and social relationships with the child's Indian tribe and Indian community.

WIC 16001.9 – Legal Language About Your Rights

38

To review the child's own case plan and plan for permanent placement if the child is 10 years of age or older, and to receive information about their out-of-home placement and case plan, including being told of changes to the plan.

To request and participate in a child and family team meeting, as follows:

39

(A) Within 60 days of entering foster care, and every 6 months thereafter.

(B) If placed in a short-term residential therapeutic program, or receiving intensive home-based services or intensive case coordination, or receiving therapeutic foster care services, to have a child and family team meeting at least every 90 days.

(C) To request additional child and family team meetings to address concerns, including, but not limited to, placement disruption, change in service needs, addressing barriers to sibling or family visits, and addressing difficulties in coordinating services.

(D) To have both informal and formal support people participate, consistent with state law.

40

To be informed of these rights in an age and developmentally appropriate manner by the social worker or probation officer and to be provided a copy of the rights in this section at the time of placement, any placement change, and at least once every six months or at the time of a regularly scheduled contact with the social worker or probation officer.

41

To be provided with contact information for the Community Care Licensing Division of the State Department of Social Services, the tribal authority approving a tribally approved home, and the State Foster Care Ombudsperson, at the time of each placement, and to contact any or all of these offices immediately upon request regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.

(b) The rights described in this section are broad expressions of the rights of children in foster care and are not exhaustive of all rights set forth in the United States Constitution and the California Constitution, federal and California statutes, and case law.

(c) This section does not require, and shall not be interpreted to require, a foster care provider to take any action that would impair the health and safety of children in out-of-home placement.

(d) The State Department of Social Services and each county welfare department are encouraged to work with the Student Aid Commission, the University of California, the California State University, and the California Community Colleges to receive information pursuant to paragraph (28) of subdivision (a).

Important Contacts

Mother: _____

Address: _____

Phone Number: _____

Email: _____

Father: _____

Address: _____

Phone Number: _____

Email: _____

Foster Parent: _____

Address: _____

Phone Number: _____

Email: _____

Caseworker: _____

Address: _____

Phone Number: _____

Email: _____

Caseworker's Supervisor: _____

Address: _____

Phone Number: _____

Email: _____

Independent Living Caseworker:

Address: _____

Phone Number: _____

Email: _____

Therapist: _____

Address: _____

Phone Number: _____

Email: _____

Sibling: _____

Address: _____

Phone Number: _____

Email: _____

Sibling: _____

Address: _____

Phone Number: _____

Email: _____

Sibling: _____

Address: _____

Phone Number: _____

Email: _____

Attorney: _____

Address: _____

Phone Number: _____

Email: _____

Health Care Provider:

Address: _____

Phone Number: _____

Email: _____

Guidance Counselor: _____

Address: _____

Phone Number: _____

Email: _____

Mentor: _____

Address: _____

Phone Number: _____

Email: _____

Adult Supporter/Other: _____

Address: _____

Phone Number: _____

Email: _____

You may use this form to tell the judge what you think about the medicine that a doctor wants you to take.

You do not *have to* use this form if you do not want to. There are other ways to tell the judge how you feel. You can:

- Talk to the judge at a hearing or write the judge a letter, or
- Ask your lawyer, social worker, probation officer, or CASA to tell the judge how you feel.

You may ask someone you trust to help you read and fill out this form. And you may add as many pages as you need. If you add extra pages, please put your name and the number of the question you are answering on each extra page.

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name and date of birth:

Child's Name:

Date of Birth:

Court fills in case number when form is filed.

Case Number:

① Your name: _____
(first) (middle) (last)

② Your date of birth: _____
(month) (day) (year)

Answer these questions about this medicine:

③ Do you know that a doctor wants you to take a medicine? ☐ Yes ☐ No ☐ Not sure

④ Do you know the name and dose of the medicine the doctor wants you to take? ☐ Yes ☐ No ☐ Not sure

⑤ Have you taken this medicine before? ☐ Yes ☐ No ☐ Not sure

⑥ Do you want more information before you decide if you want to take it? ☐ Yes ☐ No
If **yes**, what do you want to know? _____

⑦ Did anyone tell you how the medicine is supposed to help you? ☐ Yes ☐ No ☐ Not sure

⑧ Did anyone explain the possible side effects? ☐ Yes ☐ No ☐ Not sure
If **yes**, what did they say? _____

⑨ What is your opinion about taking the medicine?



Child's name: _____

- ⑩ Do you agree to take the medicine?

☐ Yes ☐ No ☐ Not sure

Explain your answer here, if you want to: _____

Questions about you

- ⑪ List any other treatment or therapy you are doing now:

☐ None ☐ Individual talk therapy ☐ Family therapy

☐ Group talk therapy ☐ Counseling at school ☐ Art or play therapy

☐ Cognitive Behavioral Therapy (CBT or practicing behaviors)

☐ Other (list any other treatment here): _____

- ⑫ What do you like to do for fun?

- ⑬ What activities would you like to be involved in now?

- ⑭ Say anything else about yourself or the medicine that you want the judge to know.

For a 17-Year Old Youth ONLY

If you are **under 17**, skip to the next question.

- ⑮ When you turn 18,

a. Will you be able to keep the doctor you have now? ☐ Yes ☐ No ☐ Not sure

b. Will you know how to get this medicine if you want to keep taking it? ☐ Yes ☐ No ☐ Not sure



Case Number:

Child's name: _____

For a child taking this medicine now

If you are NOT taking this medicine **now**, skip to the next question.

16 Do you have any side effects from the medicine?

☐ Yes ☐ No

If **Yes**, check below:

☐ Weight gain	☐ Weight loss	☐ Headache	☐ Constipation
☐ Problems sleeping	☐ Feeling very sleepy	☐ Nausea	☐ Feel dizzy
☐ Other (list any other side effects here): _____			

17 I you have side effects, did you tell your doctor?

☐ Yes ☐ No

If **Yes**, your doctor's name: _____

18 Did someone help you with this form?

☐ Yes ☐ No

If **Yes**, who? ☐ my social worker ☐ my probation officer ☐ my caregiver ☐ my lawyer ☐ my CASA
☐ Other (explain): _____

☐ Check here if you are going to add extra pages to this form. And say how many pages: _____

Date: XX-XX-XX

Type or print child's name



Child signs here

Type or print name of other person who helped child fill out form



Helper signs here

Foster Youth Rights Handbook Signature Page

YOUTH COPY

Each youth age 14 and older will receive a Foster Youth Rights Handbook. The CSW or Probation officer must review the handbook with the youth in a manner that the youth can understand.

My social worker/probation officer gave me this handbook and told me about my rights in a way I understand.

Youth Signature

Date Received

Social Worker/Probation Officer

Date Received

Foster Youth Rights Handbook Signature Page

CASE PLAN COPY

Each youth age 14 and older will receive a Foster Youth Rights Handbook. The CSW or Probation officer must review the handbook with the youth in a manner that the youth can understand.

My social worker/probation officer gave me this handbook and told me about my rights in a way I understand.

Youth Signature

Date Received

Social Worker/Probation Officer

Date Received

Questions/Notes



[illegible]

[illegible]

LEARN MORE AT
LAYOUTRIGHTS.COM



Our Shared Foundations of Practice
Department of Children and Family Services, Department of Mental Health, Probation Department

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

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

Shared Values and Guiding Principles

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

The Practice Wheel: Our Shared Core Practice Model in Action

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

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



Caregiver Behavioral Aide Services Fact Sheet

Behavioral Aide services are designed to provide assistance to caregivers of high needs youth. These services help to stabilize youth in placement and decrease high risk behaviors. Caregivers caring for youth requiring a Behavioral Aide must be willing to agree to the following:

1. Caregivers must remain on the premises with the youth and behavioral Aide at all times.
2. Caregivers must verify the behavioral Aide's timesheets and sign at the end of the shift to validate accuracy.
3. Caregivers must never sign a timesheet in advance of completed work shift.
4. Caregivers must provide the Behavioral Aids' Contractor Program Director (CPD) 24 hours advance notice to cancel Behavioral Aide services. In cases of emergency, caregivers must contact CPD as soon as possible regarding any delays or cancellations to scheduled shifts.
5. Caregivers must notify the Behavioral Aide's CPD when a Behavioral Aide is over 30 minutes late or fails to show up for a scheduled shift, without proper notification.
6. Caregivers must participate in monthly Behavioral Aide renewal teleconferences (if applicable) as scheduled and arranged by the County.

By signing this form, you agree to all of the above.

Caregiver's Name (Print)

Youth Name (Print)

Caregiver's Signature

Date

Behavioral Aide Staff Fact Sheet

Behavioral Aide Services are designed to provide assistance to caregivers of youth with very high needs. The services help to stabilize youth in crisis or transition and help to decrease high risk behaviors in youth. The following facts are intended to help Behavioral Aides understand the parameters and the County's expectation when working under DCFS supervision.

1. Behavioral Aides must completely review the "DCFS Service Request" prior to working with all assigned youth.
2. Behavioral Aides are to provide additional supervision to High Risk Youth (youth) supervised by the Department of Children and Family Services and can interact with the youth during the assigned shift.
3. Behavioral Aides must wear their agency ID badge at all times when working with DCFS youth.
4. Behavioral Aides shall start their shift on time. In the event that an aide is running late or is unable to work the scheduled shift, the Behavioral Aide must contact the caregiver and the Contractor's CPD immediately so that alternate arrangements can be made if necessary.
5. Behavioral Aides shall not assist caregivers with any manner of discipline for DCFS youth including the physical restraint of a DCFS youth.
6. Behavioral Aides are a support to the caregiver and are not to be left alone with DCFS youth.
7. Behavioral Aides are mandated reporters and are required to contact the Child Abuse Hotline at (800) 540-4000 if child abuse/neglect is suspected.
8. Behavioral Aides must adhere to the dress code (provided in the Behavioral Aide Contract's Statement of Work) when working with DCFS youth.
9. Behavioral Aides must report time accurately on their timesheets. Caregivers will sign and date the behavioral Aides' timesheet at the end of every shift as verification of time worked. Under no circumstances should a timesheet be signed in advance of time worked.
10. Behavioral Aides shall report all serious incidents as described in the Contractor's Statement of Work immediately to their Program Manager.

 Behavioral Aide Name (Print)

 CPD Name (Print)

 Behavioral Aide Signature

 CPD Signature

 Date Received

 Date discussed with Behavioral Aide

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH **Shift Summary**

Completion Date		Shift Date	
Behavioral Aide's Name		Shift Schedule/Hours	
Youth's Name			

1.	Describe the youth's behavior requiring your intervention during this shift, including when awakened during the night.	
2.	How many times did you need to intervene?	
2a.	What intervention techniques did you apply with the youth during this shift?	
3.	Were the interventions effective to stop or prevent an unsafe or disruptive behavior? If so, explain.	
4.	If you worked the overnight shift, how many times did the youth awaken?	
4a.	How many times did you need to intervene in order for the youth to return to sleep?	
5.	Other:	

Sign: _____

Date: _____



Behavioral Aide Services: The Dos and Don'ts



Behavioral Aide (BA) Services are temporarily offered to at risk DCFS child/youth (consumer) with severe behaviors and or mental health challenges. The BA services are intended to be used **exclusively** to supervise the consumer in an effort to reduce the possibility that the consumer may harm self or others or cause property damage. The goal is to provide caregiver the support of additional supervision for the consumer as the consumer adjusts to the placement, and the caregiver gets to know the consumer and better anticipate the consumer's needs. The consumer's therapist and/or behaviorist should be working with the consumer to learn more adaptive behaviors to assist the consumer in transitioning off BA services in the weeks following the start of BA Services. BA is expected to always supervise the consumer within the caregiver's directives and is to never be left alone with the consumer. Additional information, as to the specifics of the services, is explained in the body of this fact sheet.

Expectations of the BA:

- BA is expected to be in eye-sight and ear-shot of her/his consumer at all times during her/his shift.
- BA is expected to interact with her/his consumer continuously during her/his shift, engaging the consumer verbally or in whatever manner is appropriate to the consumer's capabilities in consultation with placement staff.
- BA can accompany consumer if consumer is on an outing with staff or a caregiver.
- BA can use electronic equipment (as appropriate, when working and interacting with a consumer, like playing games together, etc.) if the caregiver or placement allows.
 - Otherwise, the BA should put her/his personal electronics away. If she/he doesn't comply with that instruction, please notify the Contractor.

Timesheet Documentation:

- A shift is expected to be a minimum of four hours.
- BA is to bring timesheet when she/he reports for the shift and is expected to obtain a signature from placement staff/caregiver verifying hours worked for every shift at the conclusion of her/his shift.
- BA reports for the shift, and the consumer is unexpectedly not there due to unforeseen issues (due to absent, hospitalization, or other emergency). BA can claim two hours worked to compensate her/him for her/his travel time, and the timesheet should be signed accordingly.
 - Otherwise, BA's timesheet should accurately reflect her/his time worked (including clocking out for breaks 30 minutes or longer) and if they are claiming hours that were not worked please do not sign and contact the Department's BA Services Manager to discuss the situation.
- Please note-- BA may be scheduled for shift that include times when the consumer is asleep. During such a shift, the BA is on the clock, expected to be awake, and ready to assist-- not napping while the consumer sleeps.



Behavioral Aide Services: The Dos and Don'ts



BA is **Prohibited** from the following:

- **Being left alone with the consumer;** another adult who is ultimately responsible for the consumer's well-being should always be present.
- **Driving the consumer anywhere.**
- **Using her/his personal vehicles** to do anything more than report to the consumer's placement, and leave when the consumer's shift is done.
- **Running errands on the caregiver or consumer's behalf.**
- **Using personal phones or electronics absent an emergency during the shift.**
- **Physically restraining the consumer.**
- **Assisting with personal care/grooming** (toileting, shower/bathing).
- **Administering medication or applying first aid.**
- **Cooking for the consumer**, although if BA does so as part of engaging the consumer in learning a skill that is appropriate for the consumer's developmental and/or emotional capabilities and the placement deems this acceptable that can be allowed.

Please contact the Contractor if there are challenges with the BA.

Contact Information:

Contractor: (Fill in contact name, phone number, hours of operation and email address)

DCFS Behavioral Aide Services Program Manager, (661) 582-7579 or email to BCRSD1-1@dcfs.lacounty.gov

[illegible]



County of Los Angeles
Department of Children and Family Services
Behavioral Aide Services Serious Incident Report (SIR)



Time and Date of Incident: _____ Date of Report: _____

Behavioral Aide's Name: _____

Behavioral Aide Provider Agency Name: _____

Service Location Address: _____

Child/Youth's Name: _____ **Date of Birth** _____

DCFS Regional Office: _____ **CSW** _____

Description of Allegation or Incident: _____

Action Taken: _____

Incident Involved:

(Check all pertinent items)

- ☐ Fatality
- ☐ Allegation of child abuse/ neglect
- ☐ Suicide attempt
- ☐ Self harm
- ☐ Major illness/injury to child
- ☐ Runaway
- ☐ Psychiatric hospitalization
- ☐ Assault on child/caregiver/staff/etc.
- ☐ Law enforcement involvement for child or caregiver
- ☐ Substance abuse/possession
- ☐ Sexual misconduct
- ☐ Property damage
- ☐ Probation Violation
- ☐ Arrest
- ☐ Detainment
- ☐ Fighting
- ☐ Threats
- ☐ Theft
- ☐ High profile (public/media inquiry)
- ☐ School Suspension/Expulsion
- ☐ Change of placement

Other: _____

Submitted by: (Name) _____ **Contact Number** _____



BEHAVIORAL AIDE SERVICES MONTHLY INVOICE SUMMARY



Contractor Name : _____
 Tax ID# : _____
 Address : _____

Contract No. #: _____
 Sub Reporting Code : _____
 Contract Term : _____
 Maximum Contract Sum : _____
 Total Billed Contract Sum to date : _____
 % Billed of the Maximum Contract Sum : _____

Invoice Summary Date : _____

Accrual Month : JUL/16

Days of Month 31

No	By CONTRACTOR ⁽¹⁾				By DCFS ⁽²⁾						
	Invoice Date	SUB INVOICE #	SB	Billed Amount	Adjusted Amount	Paid Amount	Unit Code	Obj Code	Dept. Obj Code	# of kids Paid	# of Not Paid
1		<u>XXX MM-YY- ZZZZ</u>	1	\$ -							
2		<u>XXX MM-YY- ZZZZ</u>									
3		<u>XXX MM-YY- ZZZZ</u>									
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
				\$ -	TOTAL Paid: \$ -		Total Count: _____				

NOTE: (1) to be completed by Contractor; (2) to be completed by DCFS-Finance

CERTIFICATION: I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By: _____

Print Name

Phone: _____

Signature

Date

Email: _____

Approved By: _____

Print Name (Agency Representative)

Signature

Date



Department of Children and Family Services Behavioral Aide Timesheet

EXHIBIT A-7



Vendor Name:

Youth / NMD's Name	
Caregiver's Name	
LVN Nurse's Name	
LVN Nurse's Signature*	

Service Location	
(City, State, Zip)	
Contact Number	
Billing Cycle	
Approval Period	

*By providing your signature you confirm that you worked the hours identified on this time sheet.

Day							
Date							
In							
Out							
In							
Out							
In							
Out							
Caregiver Signature							

Day							
Date							
In							
Out							
In							
Out							
In							
Out							
Caregiver Signature							

Day			Comments:
Date			
In			
Out			
In			
Out			
In			
Out			
In			
Out			
Caregiver Signature			

Timesheet Requirements

1. Writing must be legible
2. Signed by the youth's caregiver
3. NO cross outs, unless correction with Initials and dated
4. BLUE or BLACK ink only
5. Breaks 30+ minutes must clock out
6. No white-out

Caregiver Instructions

1. Verify the Youth's/Behavioral Aide's name
2. Verify the hours worked are accurate
3. Sign each correct day
4. Line out blank boxes for each day you sign

**USER COMPLAINT REPORT (UCR)
BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH**

This form is to be used by DCFS Administrative Staff, County Social Workers, County Program Manager or Designee of the Behavioral Aide Services for High Risk Youth Unit to report service discrepancies and failure to comply with service delivery requirements as specified in the Statement of Work and Contract. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report:

DCFS User Name:

DCFS Office Address:

Phone No.

E mail Address:

Date(s) of Incident(s):

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

- ☐ Contractor's Project Director is not responding to messages.
- ☐ Contractor's staff not available or not responding to messages.
- ☐ Illegal or inappropriate behavior by Contractor's Behavioral Aide Staff.
- ☐ Contractor not submitting invoices, reports or maintaining records as required.
- ☐ Contractor unable to receive Referral Requests as required.
- ☐ Behavioral Aide Service Delivery is not in compliance as specified in the Contract.
- ☐ Behavioral Aide Staff failed to report to their scheduled shift on time as specified in the Behavioral Aide Service Request. Youth and Caregiver were not provided advanced notice.
- ☐ Behavioral Aide Staff failed to show up for the scheduled shift as specified in the Behavioral Aide Service Request. Contractor failed to provide a replacement Behavioral Aide Staff.
- ☐ Contractor not complying with the Referral/Database requirements as specified in the Contract.
- ☐ Contractor not complying with the quality assurance requirements as specified in the Contract.
- ☐ Contractor not complying with the Corrective Action Plan as specified in the Contract.
- ☐ Other (describe):

To report an urgent/serious problem, call Navy Tiv at: (213) 817-4804.

Send UCR to Navy Tiv BCRS Health Management Services Division at 176 Holston Dr., Lancaster, CA 93535 or by email: BCRSD1:1@dcfs.lacounty.gov. Send a copy to DCFS Contracts Administration Division, 500 S. Vermont Ave, Los Angeles, CA 90020.

Special Placement - OR – Behavioral Aide Services Request

(Double click on boxes to check or uncheck)

Check ONLY ONE: ☐ Non-Contracted/Non-Profit Agency (e.g., Regional Center Home/GH, FFA Placement, STRTP) ☒ Behavioral Aide Services Request ☐ Enhanced Services ☐ For-Profit Agency (e.g., DDMI, UCLA NPI, Center for Discovery, California Psychiatric Treatment, Substance Abuse Treatment) ☐ Adult Licensed Facility (e.g., Regional Center Home/GH)	New Approval Duration Dates: _____ ☐ Initial Request ☐ Renewal: Existing approval exp. Date: _____ ☐ Inter-County Transfer of Court Jurisdiction

A.	CHILD/YOUTH OR NON-MINOR DEPENDENT (NMD) INFORMATION
Child/Youth/NMD Name: _____ DOB: _____ Age: _____	

B.	CHILDREN'S SOCIAL WORKER AND ADMINISTRATIVE INFORMATION
Bureau/Office: <u>Choose an item/</u> _____ CSW Phone: _____ CSW Name: _____ CSW Mobile: _____ SCSW: _____ SCSW Phone: _____ ARA: _____ ARA Phone: _____ RA: _____ RA Phone: _____ Deputy Director: _____ DD Phone: _____	

C.	CURRENT PLACEMENT OR HOSPITAL																
Name: _____ Phone: _____ Address: _____ Rate Classification Level (RCL): _____ Date of placement: _____ Facility Type: (Check one)																	
<table style="width: 100%;"> <tr> <td>☐ Relative/NREFM</td> <td>☐ Guardian</td> <td>☐ Temporary Shelter Care Facility</td> <td>☐ Adult Facility</td> </tr> <tr> <td>☐ FFA ☐ STRTP</td> <td>☐ Resource Family Home</td> <td>☐ Regional Center Home</td> <td>☐ Hospital</td> </tr> <tr> <td>☐ THPP ☐ THPP-NMD</td> <td>☐ SILP</td> <td>☐ Non-Contracted Tx. Facility</td> <td></td> </tr> <tr> <td colspan="4">☐ None or Other: (Explain) _____</td> </tr> </table>		☐ Relative/NREFM	☐ Guardian	☐ Temporary Shelter Care Facility	☐ Adult Facility	☐ FFA ☐ STRTP	☐ Resource Family Home	☐ Regional Center Home	☐ Hospital	☐ THPP ☐ THPP-NMD	☐ SILP	☐ Non-Contracted Tx. Facility		☐ None or Other: (Explain) _____			
☐ Relative/NREFM	☐ Guardian	☐ Temporary Shelter Care Facility	☐ Adult Facility														
☐ FFA ☐ STRTP	☐ Resource Family Home	☐ Regional Center Home	☐ Hospital														
☐ THPP ☐ THPP-NMD	☐ SILP	☐ Non-Contracted Tx. Facility															
☐ None or Other: (Explain) _____																	

D.	PLACEMENT STABILITY ASSESSMENT
Why is it necessary to replace or continue placement for the Child/Youth or NMD, request Behavioral Aide Services or Enhanced Rate?	
What efforts have been made to preserve this placement?	
Please explain how, specifically, the Enhanced Rate will be used:	

Special Placement - OR – Behavioral Aide Services Request

E. NEW OR CONTINUED PLACEMENT OR HOSPITAL

Management Contact: _____

Provider Name: _____

Phone: _____

Address: _____

Facility Type: (Check one)
☐ Resource Family Home ☐ FFA (Complete Section F. below) ☐ STRTP | ☐ Adult Facility

☐ Regional Center Home (Regional Center rate Letter required)

The following two placements require Pre-Approval from the Medical Director:
☐ Non-Contracted Treatment Facility

☐ Hospital

Facility License Number: _____ **Rate Classification Level (RCL):** _____

Rate of Payment: \$ _____ **Monthly Rate:** \$ _____ **Additional Costs:** \$ _____

 Date CSW made or plans to make
site visit: _____

County where Facility/Agency is located: _____

F. FOR NEW OR CONTINUED PLACEMENT WITH AN FFA PLEASE PROVIDE:

Name(s) of Certified Foster Parent(s) _____

DOB: _____

DOB: _____

Address of Certified Foster Home: _____

How and why this facility is uniquely qualified to address the needs of this Child/Youth or NMD: _____

G. PROPOSED BEHAVIORAL AIDE SERVICE PROVIDER

Behavioral Aide Provider _____

Phone: _____

Address: _____

Daily Hours Requested - Must be a minimum of 4 hours consecutively.

(for example, Monday–Friday: 3 pm to 8 pm; Sat. & Sun.: 12 pm to 4 pm)

Total Hours: Hourly Rate:

Date Youth and Caregiver agreed to services: _____

Date

Special Placement - OR – Behavioral Aide Services Request

H. CHILD/YOUTH OR NMDs HISTORY

Provide the Child/Youth or NMDs Placement History: Include information since last approval if applicable.

List any behavioral issues:

List any current Medical and Psychiatric diagnoses:

Is the Child/Youth or NMD taking medication? If the answer is 'yes', please list which medication(s) including dosage and frequency:

Is the Child/Youth or NMD medication compliant? ☐ YES ☐ NO

Current mental health services, treatment and provider:

How many times has the Child/Youth or NMD been hospitalized in a psychiatric hospital? When? Where? Why?

School information:

Name of current/last school attended:

The Child/Youth/NMD: ☐ has an IEP ☐ attends non-public school ☐ performs at grade level ☐ attends regularly

I. SSI/SSA

If the Child/Youth/NMD has **special needs** or is 16 ½ or older provide an update regarding Department efforts to obtain SSI/SSA benefits for the Child/Youth/NMD.

Application Submitted:		Application Approved:		Application Denied:	
	Date		Date		Date

J. FAMILY TIES / PERMANENT CONNECTIONS

What is the service component type?: ☐ FM ☐ FR ☐ PP ☐ EFC or Supportive Transition (ST)

Does the Child/Youth or NMD have contact with any relatives/NREFMs? ☐ YES ☐ NO

List all relatives/NREFMs who have contact, frequency of visits and interest in becoming a caregiver in the table below:

Name/Relationship	Frequency of Visits	Interested in providing a home for the Child/Youth or NMD in the future?
/		☐ YES ☐ NO
/		☐ YES ☐ NO
/		☐ YES ☐ NO
/		☐ YES ☐ NO
/		☐ YES ☐ NO

Special Placement - OR – Behavioral Aide Services Request

K. PERMANENT PLAN

Explain in detail the permanent plan for the Child/Youth or NMD, including timeframes and Transitional Independent Living Planning services for a Youth 14 years and older. (Note: A Planned Permanent Living Arrangement [Long-term Foster Care] is NOT a Permanency Plan).

L. SUBMISSION INSTRUCTIONS

Obtain signatures from CSW, SCSW, ARA and RA. Submit to your Service Bureau Deputy Directors office for finalization. Keep a copy in the case file.

Service Bureau 1: [SB1 4213 Requests \(SB14213Requests@dcfs.lacounty.gov\)](mailto:SB14213Requests@dcfs.lacounty.gov)

Service Bureau 2: [SB2 Placement Issues \(SB2PlacementIssues@dcfs.lacounty.gov\)](mailto:SB2PlacementIssues@dcfs.lacounty.gov)

Service Bureau 3: [DCFS-SB3-4213 Requests \(DCFS-SB3-4213REQ@dcfs.lacounty.gov\)](mailto:DCFS-SB3-4213Requests@dcfs.lacounty.gov)

Service Bureau 4: [SB4 4213 Requests \(SB44213Requests@dcfs.lacounty.gov\)](mailto:SB44213Requests@dcfs.lacounty.gov)

Bureau of Clinical Resources & Services: [MCMS Intake \(MCMSIntake@dcfs.lacounty.gov\)](mailto:MCMSIntake@dcfs.lacounty.gov)

Signatures for approval must be obtained in the sequence indicated below. An approved DCFS 4213 is required prior to the placement of a Child/Youth or NMD in the placement.

APPROVALS

Children's Social Worker

Name	(Type/print)	Signature	Date

Supervising Children's Social Worker

Name	(Type/print)	Signature	Date

Assistant Regional Administrator

Name	(Type/print)	Signature	Date

Regional Administrator

Name	(Type/print)	Signature	Date

Out of Home Care Program Division Chief or Designee

Name	(Type/print)	Signature	Date

Services Bureau Deputy Director

Name	(Type/print)	Signature	Date

Bureau of Clinical Resources & Services' Medical Director or Designee

Name	(Type/print)	Signature	Date

Revenue Enhancement Senior Deputy Director or Designee

Name	(Type/print)	Signature	Date

CONTRACTOR'S ADMINISTRATION
EFFECTIVE DATE: _____**Contract Number: _____**

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. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

Organization**Name: _____****Contact****Person: _____****Address****City, State, Zip: _____****Telephone: _____****Facsimile: _____****E-Mail Address: _____****CONTRACTOR'S AUTHORIZED OFFICIAL(S)****(Individuals authorized by the Board to bind Contractor in a Contract with the County)****Name: _____****Title: _____****Address: _____****Telephone: _____****Facsimile: _____****E-Mail****Address: _____****Name: _____****Title: _____****Address: _____****Telephone: _____****Facsimile: _____****E-Mail****Address: _____**

Staff providing Behavioral Aide Services:**Name:****Title:**

Director

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

Behavioral Aide Coordination Manager

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

Accounts Billing Support

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

Accounts Billing Support

Address:**Telephone:****Facsimile:****E-Mail Address:**

Name: _____
Title: Quality Assurance Manager
Address: _____

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

Name: _____
Title: After Hours Support Team Supervisor
Address: _____

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

Name: _____
Title: Training Coordinator
Address: _____

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

IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:

**DCFS Contracts Administration
Attn: Behavioral Aide Services Contract Analyst
510 S. Vermont Avenue
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 Statement of Information will be submitted to DCFS Contracts Administration 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

COUNTY'S ADMINISTRATION
EFFECTIVE DATE: _____

CONTRACT NO.: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY ALTERNATE PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

PRICING SCHEDULE

The pricing indicated in this Exhibit B-1, Pricing Schedule, represents the Maximum Annual Contract Amount. CONTRACTOR and COUNTY agree that the amount stated herein is the Maximum Annual Contract Amount that the COUNTY will pay for successful delivery of the services described in this Contract and Statement of Work. The amount listed herein are maximum estimates and actual costs may be lower based on actual service rendered by CONTRACTOR.

The CONTRACTOR will be compensated at a rate of \$_____ per hour for Behavioral Aide Services provided to High Risk Youth. The hourly rate includes all applicable charges and costs associated with the Behavioral Aide Services for High Risk Youth, and any other costs necessary in the performance of all tasks and performance outcomes in accordance with this Contract and Statement of Work.

Pricing Schedule

Behavioral Aide Services for High Risk Youth

Hourly Rate to Perform Behavioral Aide Services for High Risk Youth: \$_____

Maximum Annual Contract Amount: \$_____

Note: Contractor shall bill DCFS on a monthly basis.

NOTE: County does not guarantee a minimum or maximum number of referrals for Behavioral Aide Services for High Risk Youth. The number of referrals for Behavioral Aide Services for High Risk Youth may vary from month to month.

LINE ITEM BUDGET

BIDDER'S EEO 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 Bidder 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. Bidder has written policy statement prohibiting discrimination in all phases of employment.	(☐)	(☐)
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	(☐)	(☐)
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	(☐)	(☐)
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(☐)	(☐)

Signature

Date

Name and Title of Signer (please print)

CONTRACTS REQUIRED FORMS**EXHIBIT D****CERTIFICATION OF COMPLIANCE**

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) 	Board Policy 5.065	Check the Certification below that is applicable to your company. ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

CONTRACTS REQUIRED FORMS**EXHIBIT D****REQUEST FOR PREFERENCE CONSIDERATION**

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

CONTRACTS REQUIRED FORMS**PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity: _____		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	☐	☐

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

+

CONTRACTS REQUIRED FORMS
DECLARATION

EXHIBIT D

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**E-1: CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
(Part D - Required Form 18A)**

**E-2: CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT (Part D - Required Form 18B)**

**E-3: CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT (Part D - Required Form 18C)**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____
 PRINTED NAME: _____
 POSITION: _____

DATE: ____/____/____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

http://file.lacounty.gov/auditor/portal/cms1_214867.pdf

The handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

OMB A1-222

https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A122/a122_2004.pdf

45 CFR 74.27

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>

INTERNAL REVENUE NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

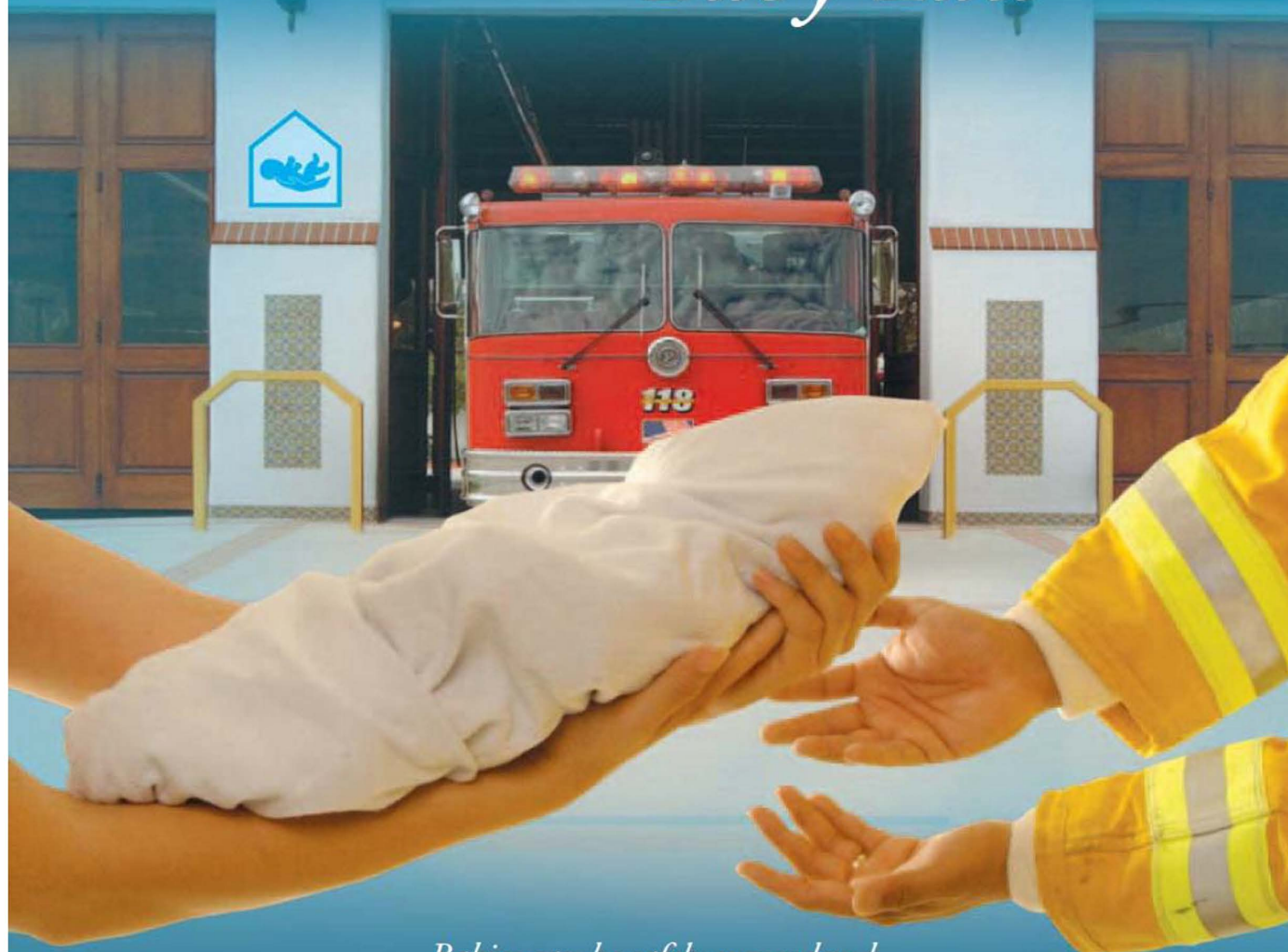
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



BIDDER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Bidder shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer 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 Proposer 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*

Bidder Name

Bidder Official Title

Official's Signature

COPIES OF LICENSES AND PERMITS REQUIRED FOR BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

Bidder must submit copies of all licenses and permits necessary for the provision of the specified services listed in the IFB.

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format and Review Process for information

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 Contractor

Date

Contractor Name and Title

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.

SUBMITTAL

Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.

REQUIRED FORMS
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition		Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed	
		Male	Female	Male	Female
Black/African American				%	%
Hispanic/Latino				%	%
Asian or Pacific Islander				%	%
American Indian				%	%
Filipino				%	%
White				%	%

[illegible]

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
Released March 13, 2022, Version 2.0

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the "Subrecipient"), certify that on County Contract Select One

or

☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

☐ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

**COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACTS ADMINISTRATION DIVISION
FEDERAL AWARD INFORMATION (2CFR 200.332)
FISCAL YEAR 2022-2023**

Date of Notification: _____ Subrecipient Name: _____

Contract Number: _____ Federal Award Identification Number (FAIN): _____

Federal Award Date: _____

Subaward Period of Performance: _____ Subaward Budget Period: _____

Amount of Federal funds obligated by the pass-through entity: _____

Amount of Federal funds obligated to the Subrecipient by the pass-through entity include the current obligation:

__ PARAGRAPH 1: SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS; __

Total Amount of Federal Award committed to the Subrecipient: _____

Federal Award Project description as required by FFATA:

Name of Federal Awarding Agency: Administration for Children and Families (ACF) Agency's Assistance Listing Number: _____

(Formerly Catalog of Federal Domestic Assistance (CFDA))

Please complete, sign the bottom portion, and return to:

Department of Children and Family Services - Contracts Administration Division

Attention: Diana Lee

510 S. Vermont Avenue, Los Angeles, CA 90020

Agency's DUNS number: _____

Indirect Cost Rate letter: Yes ☐ No ☐

Acknowledgment: As pursuant to 2CFR Section 200.332(a)(1)(xiii), this is to acknowledge that this Agency does not engage in any Research and Development under this contract.

Agency's Legal Name

Agency's representative (Print Name)

E.g., Chief Executive Officer

Title

Signature

Date

Agency's representative (Print Name)

E.g., Chief Financial Officer

Title

Signature

XX-XX-XX

Date

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

The definitions below are specific to the uses within this Exhibit O.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor’s Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Department of Children and Family Services Information Security Officer:

Allan Ohanian, M.S CyberSec., MBA
Information Security Officer
510 S Vermont Ave
Los Angeles, CA 90202
Office: (562) 345-6606
Cell: (323) 627-9855
Email address: AOhanian@dcfs.lacounty.gov
DCFSSecurity@dcfs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

16. CYBER LIABILITY INSURANCE

Please refer to section 7.2.6 on the Contract for the Cyber Liability Insurance Requirements.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval

APPENDIX B – REQUIRED FORMS AND DOCUMENTS

FOR

**BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH
IFB #21-0070-1**

REQUIRED FORMS AND DOCUMENTS FOR SUBMISSION

1	Insert	Transmittal Letter
2	Insert	Table of Contents
3	Form 1 (Exhibit D)	Bidder's Organization Questionnaire/Affidavit
4	Form 2 (Exhibit D)	Certification of Compliance
5	Form 3 (Exhibit D)	Request for Preference Consideration
6	Form 4 (Exhibit D)	Bidder's Debarment History and List of Terminated Contracts
7	Form 5 (Exhibit D)	Declaration
8	Form 6	Community Business Enterprise (CBE) Information
9	Form 7	Minimum Requirements
10	Form 8	Bidder's List of References
11	Form 9	Bid Price
12	Form 10	Board of Director's Resolution
13	Form 11	List of Current Members of Board of Directors/Corporate Officers
14	Form 12	Bidder's List of Business Partners or Associates Within the Past Five (5) Years
15	Form 13	Certification of Ownership and Financial Interest
16	Form 14 (Exhibit A-10)	Contractor's Administration
17	Form 15	List of Proposed Subcontractors
18	Form 16	Revenue Disclosure (non-public Bidder)
19	Form 17	List of Bidder's Commitments
20	Form 18	Bidder's List of Contracts
21	Form 19	Bidder's Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
22	Form 20 (Exhibit C)	Bidder's EEO Certification
23	Form 21A (Exhibit E-1) Form 21B (Exhibit E-2) Form 21C (Exhibit E-3)	Contractor Acknowledgement and Confidentiality Agreement Contractor Employee Acknowledgement and Confidentiality Agreement Contractor Non-Employee Acknowledgement and Confidentiality Agreement
24	Form 22	Certification of Independent Price Determination and Acknowledgement of IFB Restrictions
25	Form 23	Offer to Perform and Acceptance of Terms and Conditions
26	Form 24 (Exhibit I)	Bidder's Compliance with Encryption Requirements
27	Form 25 (Exhibit K)	Federal Debarment and Suspension Certification
28	Form 26 (Exhibit M)	COVID-19 Vaccination Certification of Compliance
29	Insert 1	Business Entity Structure Documents
30	Insert 2	Secretary of State Filings - Statement of Information
31	Insert 3 (Exhibit J)	Copies of Applicable Licenses, Certifications, and Permits
32	Insert 4	Bidder's Financial Capability (Financial Statements)
33	Insert 5	Line Item Budget and Budget Narrative
34	Insert 6	Bidder's Proof of Insurability
35	Form 27	Last Page of Bid

TRANSMITTAL LETTER

Insert Transmittal Letter here

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

TABLE OF CONTENTS

Insert your Table of Contents here

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

BIDDER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

BIDDER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the options that best define your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State if Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____		
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No			
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____		
4	Has your firm done business as other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. <table style="width: 100%;"> <tr> <td style="width: 70%;">Name(s):</td> <td style="width: 30%; text-align: right;">Year(s) of Name Change</td> </tr> </table>	Name(s):	Year(s) of Name Change
Name(s):	Year(s) of Name Change			

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____

CERTIFICATION OF COMPLIANCE

Bidder certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. ☐ 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 in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Bidders requesting preference consideration must complete and include this form in their Bid. Bidders may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐	PREFERENCE NOT REQUESTED

OR

☐	PREFERENCE REQUESTED (SELECT ALL THAT APPLY)	
	Preference Program	Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference	<u>LACC 2.204</u>
☐	Certification for Non-Federally Funded County Solicitations	
☐	Certification for Federally Funded County Solicitations	
☐	Request for Social Enterprise (SE) Program Preference	<u>LACC 2.205</u>
☐	Certification for Non-Federally Funded County Solicitations	
☐	Certification for Federally Funded County Solicitations	
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

BIDDER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Bidder's Name: _____

1. DEBARMENT HISTORY (Check one)	YES	NO
Bidder is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity: _____		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Bidder has contracts that have been terminated in the past three (3) years.	☐	☐

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE REQUIRED FORMS 1-6 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

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.

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

SUBMITTAL

Bidder must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.

[illegible]

MINIMUM REQUIREMENTS

Bidder acknowledges and certifies that it meets and will comply with the Bidder's Minimum Qualifications indicated below and as stated in Section 3 of this Invitation for Bids (IFB).

No.	Minimum Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	3.1 Bidder must have three (3) years of experience within the last five (5) years recruiting, coordinating, deploying, and overseeing services similar to what this contract is seeking for High Risk Youth residing in multiple locations across a large geographical area.	☐	☐
2	3.2 Must have the capability and capacity to deploy enough staff to cover at least 1,550 hours per week of One to One Behavioral Aide Services for High Risk Youth at various sites throughout Los Angeles County. Service requests range from four (4) hours to 24 hours a day, and from three (3) to seven (7) days a week, based on the needs of the youth	☐	☐
3	3.3 Must have the ability to obtain Federal Bureau of Investigation (FBI) Criminal Index, Department of Justice (DOJ) Criminal Index and Child Abuse Criminal Index (CACI) clearances on all employees providing direct services to DCFS youth.	☐	☐
4	3.4 Bidder does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐	☐

BIDDER'S LIST OF REFERENCES**Bidder's Name:** _____

List Five (5) references where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

BID PRICE

BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

_____ (Bidder's Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) for the County of Los Angeles, under all of the terms and conditions specified in the IFB (including, but not limited to the Statement of Work, Performance Requirements Summary, Attachments and Sample Contract).

Prices quoted by Bidder includes all applicable charges and costs associated with the Behavioral Aide Services for High Risk Youth, and any other costs necessary in the performance of all tasks and performance outcomes outlined in, and in accordance with, this IFB.

This price shall be fixed and guaranteed for the Contract term, beginning on the date of commencement of services. Prices quoted by Bidder include all applicable charges and costs associated with providing additional supervision to High Risk Youth supervised by the Department of Children and Family Services and any other costs necessary to properly complete the project as outlined in the Statement of Work and elsewhere in this IFB.

Bidder's Hourly Rate to Perform Behavioral Aide Services for High Risk Youth: \$_____

NOTE: County does not guarantee a minimum or maximum number of behavioral aide services for High Risk Youth to be provided. The number of behavioral aide services for High Risk Youth may vary from month to month.

BOARD OF DIRECTOR'S RESOLUTION

-EXAMPLE-

BE IT RESOLVED THAT ON _____ 20__, THE BOARD OF DIRECTOR'S OF

(LEGAL NAME OF BIDDER)

HEREBY AUTHORIZES AND DIRECTS ITS (Print full name of person authorized), (Print the title of the person named: CEO, President, or Executive Director) TO SUBMIT THE ATTACHED BID AND TO BIND THE CONTRACTOR IN A CONTRACT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH AS STIPULATED IN THE IFB AND RESULTING FINAL EXECUTED CONTRACT.

ATTESTED:

Print Name and Title of Chair/Chairman of the Board of Directors

(Signature Line for Board Chair/Chairman)

Print Name and Title of Board of Director Member holding the titles of Treasurer or CFO

(Signature Line for Board Treasurer or CFO)

Print Name(s) of authorized person responsible for submission of the bid and to bind the Contractor in a Contract with the County

(Signature of Person authorized to bind the Contractor in a Contract with the County)

(Signature of Second Person authorized to bind the Contractor in a Contract with the County)

BIDDER'S LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS, CORPORATE OFFICERS**(INCLUDING OTHER AGENCIES BOARD MEMBERS SERVE ON AND LOS ANGELES COUNTY EMPLOYEE CERTIFICATION)**

Legal Name of Agency:

Name	Address, City, State	Telephone and E-Mail Addresses	Other Agency's*	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
						Payroll Title
		P: ()				
		E-Mail:				
		P: ()				
		E-Mail:				
		P: ()				
		E-Mail:				
		P: ()				
		E-Mail:				

*List the name of any other organization 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._____
Signature of Person authorized to bind the Contractor in a Contract with the County

Date_____

BIDDER'S LIST OF BUSINESS PARTNERS OR ASSOCIATES WITHIN THE PAST FIVE (5) YEARS

Legal Name of Agency:

Name	Address, City, State	Telephone and E-Mail Addresses	Agency Name	Type of Business Association	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
							Payroll Title
		P: ()					
		E-Mail:					
		P: ()					
		E-Mail:					
		P: ()					
		E-Mail:					
		P: ()					
		E-Mail:					

(Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct._____
Signature of Person authorized to bind the Contractor in a Contract with the County

Date _____

CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Bidder 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 that the foregoing Firm/Organization information is true and correct.

Print Name of Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date

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

Yes ☐ No ☐

If yes, provide name of business: _____

Print Legal Name of BusinessAddress

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 Authorized Person responsible for submission of the bid to the County

Authorized Signature of Person responsible for submission of the bid to the County

Date:

Tax ID -or- Employer Identification Number _____

Contract Number: _____

Date: _____

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. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.

**Organization
Name:**

Contact Person:

Address

City, State, Zip:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail

Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail

Address:

IF THERE ARE ANY CHANGES, A NEW CERTIFIED STATEMENT OF INFORMATION MUST BE SUBMITTED TO:

**DCFS Contracts Administration
Attn: Behavioral Aide Services Contract Analyst
510 S. Vermont Ave
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 Statement of Information will be submitted to DCFS Contracts Administration 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

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P) & E-Mail
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:
			P: ()
			E-Mail:

(Please make additional copies of this form if necessary. If subcontractors are unknown at the time of bidding, please indicate so on form.)

REVENUE DISCLOSURE

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

Legal Name of Agency: _____

☐ 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 authorized person responsible for submission of the bid to the County

Authorized Signature of authorized person responsible for submission of the bid to the County

Date _____

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EXAMPLE OF COMMITMENTS/POTENTIAL COMMITMENTS

Name of Firm	Amount	Time Period	Type of Commitment
Bank of the West	\$100,000	10 years	Commercial real estate loan
Dell Computers	\$20,000	1/1/06 –12/31/07	Computer leases
Xerox Corporation	\$10,500	Annually	Office Equipments
Ford Motors Co.	\$15,300	Annually	Vehicles Leases
Assured Properties	\$2,500	Month to Month	Office Space

BIDDER'S LIST OF CONTRACTS**Bidder's Name:** _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	E-Mail:
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

BIDDER INVOLVEMENT IN LITIGATION, LABOR VIOLATIONS, AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the bid if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the bidder currently, or within the past seven years, involved in litigation?	☐	☐
1. Is the director currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	☐	☐
2. Are any bidder staff members unable to be bonded?	☐	☐
3. Have there been unfavorable rulings by any funding source against the agency for improper action or contract compliance deficiencies?	☐	☐
4. Has the bidder or bidder director ever had public or foundation funds withheld?	☐	☐
5. Has the bidder or bidder director refused to participate in any fiscal audit or review requested by a government agency or funding source?	☐	☐
6. Has the bidder had any labor violations claim filed against it within the past five years?	☐	☐

EXPLANATION (Use separate pages)

AUTHORIZED SIGNATURE

DATE

NAME / TITLE / NAME OF COMPANY OR ORGANIZATION

BIDDER'S EEO 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 Bidder 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. Bidder has written policy statement prohibiting discrimination in all phases of employment.	☐	☐
2. Bidder periodically conducts a self-analysis or utilization analysis of its work force.	☐	☐
3. Bidder has a system for determining if its employment practices are discriminatory against protected groups.	☐	☐
4. When problem areas are identified in employment practices, Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	☐	☐

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____
PRINTED NAME: _____
POSITION: _____

DATE: ____/____/____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

- A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Bidder.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the County that the Bidder did participate as a consultant in this IFB process, the County shall reject this bid.

Name of Firm

Print Name of Signer

Title

Signature

Date

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

**BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH
(IFB # 21-0070-1)**

_____ (Bidder's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Invitation for Bids (IFB) under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 270 days following the IFB submission due date stated in the IFB cover letter.

Print Name(s) of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Signature of authorized person responsible for submission of the Bid and to bind the Contractor in a Contract with the County

Date

BIDDER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Bidder shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer 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.

COMPLIANCE QUESTIONS	DOCUMENTATION AVAILABLE			
	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 Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	☐	☐	☐	☐
6). Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	☐	☐	☐	☐

Bidder Name

Bidder Official Title

Official's Signature

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 Contractor

Date

Contractor Name and Title

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor
Personnel)

I, _____, on behalf of _____, (the
“Contractor”), certify that on County Contract _____ [ENTER
CONTRACT NUMBER AND NAME]:

☐ All Contractor Personnel* on this Contract are fully vaccinated as required by
the Ordinance.

☐ Most Contractor Personnel* on this Contract are fully vaccinated as required
by the Ordinance. The Contractor or its employer of record, has granted a valid medical
or religious exemption to the below identified Contractor Personnel. Contractor will certify
weekly that the following unvaccinated Contractor Personnel have tested negative within
72 hours of starting their work week under the County Contract, unless the contracting
County department requires otherwise. The Contractor Personnel who have been
granted a valid medical or religious exemption are [LIST ALL CONTRACTOR
PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above
and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

BUSINESS ENTITY DOCUMENTS

Insert your Business Entity Structure Documents here.

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

SECRETARY OF STATE FILINGS – STATEMENT OF INFORMATION

Insert your Statement of General Information.

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

COPIES OF LICENSES AND PERMITS REQUIRED FOR BEHAVIORAL AIDE SERVICES FOR HIGH RISK YOUTH

Bidder must submit copies of all licenses and permits necessary for the provision of the specified services listed in the IFB.

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

BIDDER'S FINANCIAL CAPABILITY

Insert most current and prior two (2) fiscal years financial statements; **total of three (3) financial statements.**

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

SAMPLE LINE ITEM BUDGET

BIDDER: _____

DATE: _____

1. DIRECT COSTS**A. Payroll Costs:**

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director				
Administrative Assistant				
Total Payroll Costs				

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

C. Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Description	Number of Employees	Monthly Taxes	Annual Taxes
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Vehicle and Equipment (Material Handling, Office) Leases		
Telephone and Utilities		
Office, Space, Facilities Leases/Rents/Mortgage		
Services (Non-subcontractor) and Supplies (Office/Operational)		
Total Insurance, Equipment and Operation Expenses		

TOTAL DIRECT COSTS	

2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting/Bookkeeping		
Banking/Payroll Services		
Overhead		
Total Insurance, Equipment and Operation Expenses		

TOTAL INDIRECT COSTS	

TOTAL DIRECT AND INDIRECT COSTS	

PROFIT RATE (%)	%	PERCENTAGE TOTAL PROFIT AMOUNT	

TOTAL ANNUAL COSTS	

TOTAL MONTHLY COSTS	

PROOF OF INSURABILITY

Please insert insurance documents.

Please refer to IFB Section:

7 INVITATION FOR BIDS (IFB) REQUIREMENTS

7.7 Bid Format

LAST PAGE OF BID

Respectfully submitted,

(Firm or Corporate Name)

By _____

Print Name _____

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

By _____

Print Name _____

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

Date _____

Address _____

City _____

State: Zip Code _____

Telephone/Email _____

Federal Tax Identification Number _____

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Bidder requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

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

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

Request submitted by:

(Name)

(Title)

<i>For County use only</i>

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

Reviewed by: _____

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

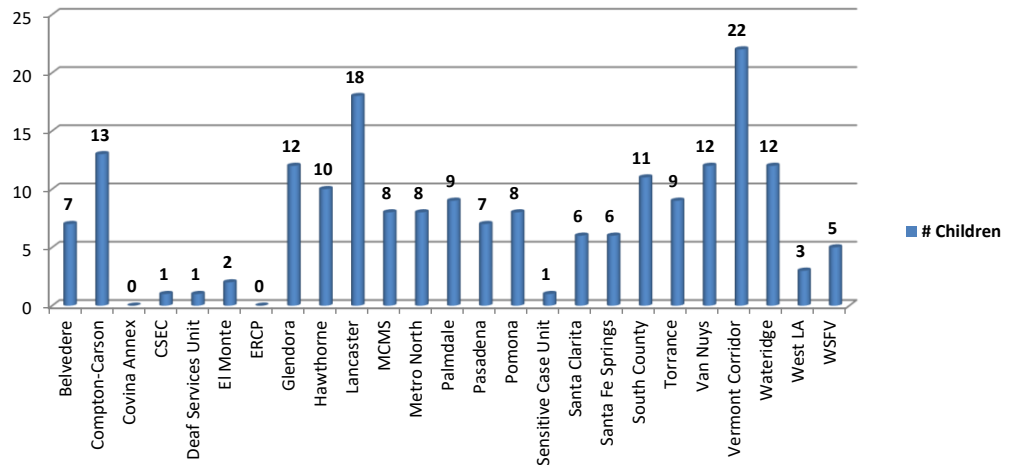
The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

May 2021 - April 2022 Behavioral Aide Services Outcome Data

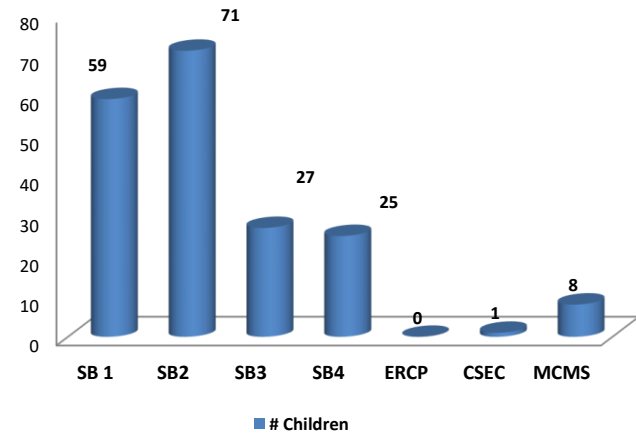
APPENDIX E

Service Bureau	Office	# Children
1	Belvedere	7
1	Compton-Carson	13
4	Covina Annex	0
CSEC	CSEC	1
4	Deaf Services Unit	1
4	El Monte	2
ERCP	ERCP	0
4	Glendora	12
4	Hawthorne	10
3	Lancaster	18
MCMS	MCMS	8
2	Metro North	8
3	Palmdale	9
4	Pasadena	7
4	Pomona	8
1	Sensitive Case Unit	1
2	Santa Clarita	6
1	Santa Fe Springs	6
1	South County	11
1	Torrance	9
2	Van Nuys	12
2	Vermont Corridor	22
4	Wateridge	12
2	West LA	3
2	WSFV	5
Total		191

May 2021 - April 2022 Children By Office with Behavioral Aide Services

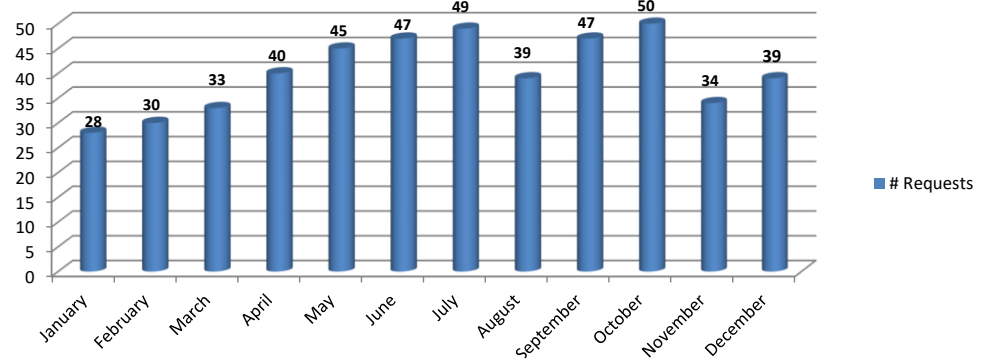


May 2021 - April 2022 1:1 Request by Bureau



May 2021 - April 2022	
Month	# Requests
January	28
February	30
March	33
April	40
May	45
June	47
July	49
August	39
September	47
October	50
November	34
December	39
Total	481

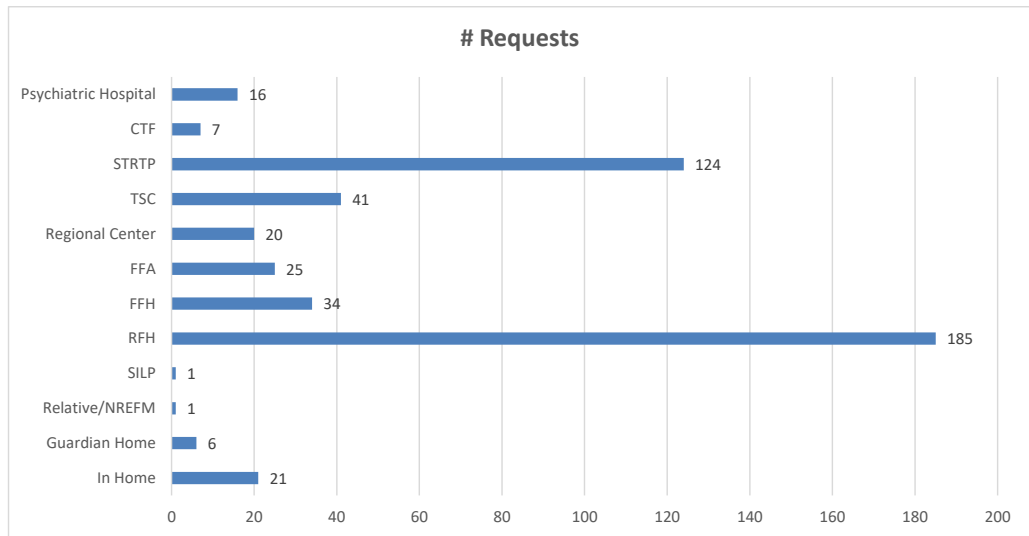
May 2021 - April 2022
1:1 REQUESTS BY MONTH



May 2021 - April 2022 Behavioral Aide Services Outcome Data

APPENDIX E

May 2021 - April 2022	
Caregiver's Type	# Requests
In Home	21
Guardian Home	6
Relative/NREFM	1
SILP	1
RFH	185
FFH	34
FFA	25
Regional Center	20
TSC	41
STRTP	124
CTF	7
Psychiatric Hospital	16
Total	481



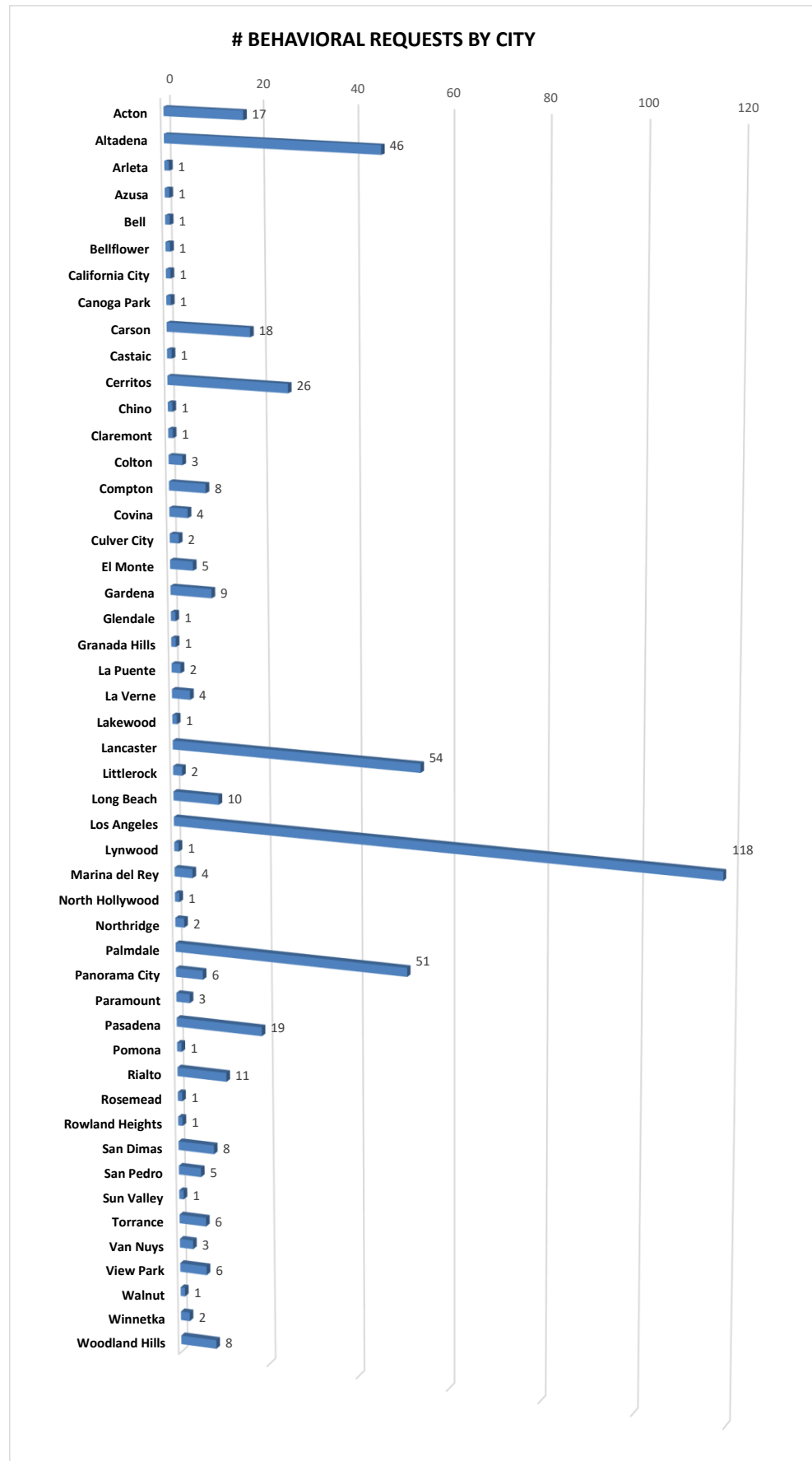
Age	# Children
4	3
5	3
6	3
7	6
8	4
9	14
10	12
11	9
12	14
13	16
14	11
15	22
16	23
17	20
18	17
19	5
20	4
21	3
22	2
Total	191

May 2021 - April 2022	
AVERAGE HOURS PER WEEK	754

SB	# 1:1 Requests
SB 1	126
SB2	184
SB3	63
SB4	85
CSEC	1
ERCP	0
MCMS	22
Total	481

Office	# 1:1 Requests
Belvedere	17
Compton-Carson	36
Covina Annex	0
CSEC	1
El Monte	6
ERCP	0
Glendora	20
Hawthorne	20
Lancaster	45
MCMS	22
Metro North	32
Palmdale	18
Pasadena	13
Pomona	18
Sensitive Case Unit	2
W. San Fernando Valley	11
Santa Clarita	17
Santa Fe Springs	16
South County	21
Torrance	21
Van Nuys	37
Vermont Corridor	68
Wateridge	35
West LA	5
Total	481

May 2021 - April 2022	
Placement City	# Requests
Acton	17
Altadena	46
Arleta	1
Azusa	1
Bell	1
Bellflower	1
California City	1
Canoga Park	1
Carson	18
Castaic	1
Cerritos	26
Chino	1
Claremont	1
Colton	3
Compton	8
Covina	4
Culver City	2
El Monte	5
Gardena	9
Glendale	1
Granada Hills	1
La Puente	2
La Verne	4
Lakewood	1
Lancaster	54
Littlerock	2
Long Beach	10
Los Angeles	118
Lynwood	1
Marina del Rey	4
North Hollywood	1
Northridge	2
Palmdale	51
Panorama City	6
Paramount	3
Pasadena	19
Pomona	1
Rialto	11
Rosemead	1
Rowland Heights	1
San Dimas	8
San Pedro	5
Sun Valley	1
Torrance	6
Van Nuys	3
View Park	6
Walnut	1
Winnetka	2
Woodland Hills	8
Total	481



**Behavioral Aide Services
Invitation for Bids (IFB)
CMS #21-0070-1**

Sample Format to submit written questions

(ADDITIONAL QUESTIONS: ADD PAGES, DUPLICATE THE FORMAT BELOW, AND NUMBER ACCORDINGLY)

**NAME OF PROSPECTIVE
CONTRACTOR**

Legal name followed by any fictitious name (doing business as)

1. Please check below to indicate the part of the IFB that prompt this question:

☐ PARAGRAPH 1: SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS; ☐ PARAGRAPH 2: GENERAL INFORMATION;
☐ PARAGRAPH 3: BIDDER'S MINIMUM REQUIREMENTS; ☐ PARAGRAPH 4: COUNTY'S RIGHTS AND RESPONSIBILITIES;
☐ PARAGRAPH 5: NOTIFICATION TO BIDDERS; ☐ PARAGRAPH 6: COUNTY'S PREFERENCE PROGRAMS; ☐ PARAGRAPH 7:
 INVITATION FOR BIDS (IFB) REQUIREMENTS; ☐ PARAGRAPH 8: SELECTION PROCESS OVERVIEW; ☐ PARAGRAPH 9: PROTEST
 PROCESS OVERVIEW; ☐ APPENDIX A: SAMPLE CONTRACT; ☐ APPENDIX B: REQUIRED FORMS AND DOCUMENTS; ☐ APPENDIX C:
 TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENT REVIEW; ☐ APPENDIX D: BACKGROUND AND RESOURCES;
☐ APPENDIX E: BEHAVIORAL AIDE SERVICES OUTCOME DATA; ☐ APPENDIX F: SAMPLE FORMAT TO SUBMIT WRITTEN QUESTIONS

IFB Paragraph #, Appendix #, Section #, Page # _____

Please enter the
language that
prompted your
question here: →

Please enter your
question here: →

2. Please check below to indicate the part of the IFB that prompt this question:

☐ PARAGRAPH 1: SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS; ☐ PARAGRAPH 2: GENERAL INFORMATION;
☐ PARAGRAPH 3: BIDDER'S MINIMUM REQUIREMENTS; ☐ PARAGRAPH 4: COUNTY'S RIGHTS AND RESPONSIBILITIES;
☐ PARAGRAPH 5: NOTIFICATION TO BIDDERS; ☐ PARAGRAPH 6: COUNTY'S PREFERENCE PROGRAMS; ☐ PARAGRAPH 7:
 INVITATION FOR BIDS (IFB) REQUIREMENTS; ☐ PARAGRAPH 8: SELECTION PROCESS OVERVIEW; ☐ PARAGRAPH 9: PROTEST
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☐ APPENDIX E: BEHAVIORAL AIDE SERVICES OUTCOME DATA; ☐ APPENDIX F: SAMPLE FORMAT TO SUBMIT WRITTEN QUESTIONS

IFB Paragraph #, Appendix #, Section #, Page # _____

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language that
prompted your
question here: →

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question here: →