



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

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January 11, 2018

Dear Prospective Contractors and Interested Parties:

ADDENDUM NUMBER ONE TO THE EMERGENCY SHELTER CARE SERVICES REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER 16-0037

Addendum Number One is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to all holders of the Emergency Shelter Care (ESC) Services Request for Statement of Qualifications (RFSQ) Number 16-0037. Addendum Number One amends sections of the RFSQ as provided below. Changes only apply to referenced sections and/or subsections that are amended or deleted; all other sections remain in full affect.

A prospective contractor’s failure to incorporate the requirements of this Addendum Number One may result in their Statement of Qualifications not being considered, as determined at the sole discretion of the County.

Changes to wording in RFSQ sections in this Addendum Number One include both deletions and additions. **Deletions** are indicated by strike-outs (~~strike-outs~~) and **additions** are underlined (underlined). Some charts or forms are replaced in their entirety where indicated due to the difficulty in demonstrating strike-outs and additions.

Following the discussion of RFSQ section revisions, the basic attachments to this Addendum Number One include:

Attachment I	Appendix B – Statement of Work Exhibits – Exhibit A-4 “Pricing Schedule – Emergency Shelter Care Services Bed Availability Placement Rates”
Attachment II	Appendix D – Required Forms – Exhibit 19 “Pricing Schedule – Emergency Shelter Care Services Bed Availability Placement Rates”
Attachment III	Appendix D – Required Forms – Table of Contents
Attachment IV	Appendix D – Required Forms – Exhibit 21 “COUNTY’S ADMINISTRATION”
Attachment V	Appendix D – Required Forms – Exhibit 22 “CONTRACTOR’S ADMINISTRATION”
Attachment VI	Appendix D – Required Forms – Exhibit 23 “CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT”
Attachment VII	Responses to Questions From Proposers

RFSQ section revisions are listed in sequential order as they appear in the document

1. **RFSQ, Section 2.2, Sample Contract: Sample Terms and Conditions – Days of Operation (Section 2.2.4)** is amended to read as follows:

~~2.2.4 Days of Operation~~

~~The CONTRACTOR shall be required to provide ESC services 7 days a week. The CONTRACTOR is not required to provide services on County-recognized holidays. The County will provide a list of the County holidays to the CONTRACTOR at the time the contract is approved, and annually, at the beginning of the calendar year.~~

2.2.4 Days of Operation

The selected ESC CONTRACTORS shall be required to maintain the agreed number of vacant beds on a 24 hours a day, 7 days a week basis for emergency placement of referred ESC children. ESC providers must respond within two (2) hours to all calls for available beds for placement, including calls received after normal business hours, and during weekends and holidays.

2. **Statement of Work, Appendix A, Non-Minor Dependent (Section 3.12)** is amended to read as follows:
 - 3.12 **Non-Minor Dependent (NMD)** - a foster child who is at least 18 years of age and not more than 21 years of age, or a non-minor former dependent or ward, as defined in Welfare and Institutions Code section ~~414400~~-11400(v).
3. Appendix B - Statement of Work Exhibits, Exhibit A-4 “**Pricing Schedule – Emergency Shelter Care Services Bed Availability Placement Rates**” has been replaced in its entirety. Please refer to Attachment I to this Addendum One.
4. Appendix D, Required Forms, Exhibit 19 “**Pricing Schedule – Emergency Shelter Care Services Bed Availability Placement Rates**” has been replaced in its entirety. Please refer to Attachment II to this Addendum One.
5. Appendix D - Required Forms, **Table of Contents**, has been replaced in its entirety. Please refer to Attachment III to this Addendum One.
6. Appendix D - Required Forms, Exhibit 21 “**COUNTY’S ADMINISTRATION**” has been added. Please refer to Attachment IV to this Addendum One.
7. Appendix D - Required Forms, Exhibit 22 “**CONTRACTOR’S ADMINISTRATION**” has been added. Please refer to Attachment V to this Addendum One.
8. Appendix D - Required Forms, Exhibit 23 “**CONTRACTOR’S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**” has been added. Please refer to Attachment VI to this Addendum One.

EXHIBIT A-4

**PRICING SCHEDULE
EMERGENCY SHELTER CARE SERVICES BED AVAILABILITY PLACEMENT
RATES**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified Contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in this Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Bed Placement Category	Monthly Rate Per Available Bed	Minimum Service Capacity of Available Beds ¹	Monthly Cost for Available Beds ²	Annual Cost for Available Beds
Children Ages 0-17 and Non-Minor Dependents For sibling groups, 4-beds must be available at minimum.	\$400			
Teen Mom and her Infant ³	\$600			

CONTRACTOR's Signature

CO-CONTRACTOR's Signature (if applicable)

Name

Date

Name

Date

¹ The total number of beds cannot exceed the bed capacity per your Foster Family Home license or Resource Family Approval certificate and Title 22 Regulations.

² If a bed vacancy exceeds 60 days, CPM reserves the right to withhold the Bed Availability rate payment and place the bed on "off-call" status until a placement is secured.

³ Rate includes one bed for the mother and a separate crib for the infant, in the same room. Infant crib is counted as one bed.

EXHIBIT 19

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EXHIBITS

BUSINESS FORMS

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Proposer's EEO Certification
- 8 Attestation of Willingness to Consider GAIN/GROW Participants
- 9 Contractor Employee Jury Service Program Certification Form and Application for Exception

CERTIFICATIONS

- 10 Intentionally Omitted
- 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 12 Zero Tolerance Policy on Human Trafficking Certification
- 13 Intentionally Omitted

ESC PROGRAM FORMS

- 14 Prospective ESC Contractor(s) Information and Questionnaire
- 15 Emergency Shelter Care Services Contractor's Certification
- 16 ESC Services Prospective Contractor's Certification
- 17 Offer to Perform and Acceptance of Term and Condition
- 18 Emergency Shelter Care Services Capacity Agreement
- 19 Pricing Schedule – ESC Services Bed Availability Rate
- 20 Line Item budget
- 21 County's Administration
- 22 Contractor's Administration
- 23 Contractor Acknowledgement And Confidentiality Agreement

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles - Department of Children and Family Services

EMERGENCY SHELTER CARE SERVICES (ESC)
RESPONSES TO QUESTIONS FROM PROPOSERS

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ# 16-0037)

Proposer's Conference: Wednesday, December 27, 2017



County of Los Angeles – Department of Children and Family Services
EMERGENCY SHELTER CARE SERVICES (RFSQ # 16-0037)
RESPONSES TO QUESTIONS FROM PROPOSERS

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County of Los Angeles – Department of Children and Family Services
EMERGENCY SHELTER CARE (ESC) SERVICES (RFSQ # 16-0037)
RESPONSES TO QUESTIONS FROM PROPOSERS

EMERGENCY SHELTER CARE SERVICES

1. **QUESTION:** Will ESC contract with family homes?

RESPONSE: The Los Angeles County Department of Children and Family Services (DCFS) issued this Request for Statement of Qualifications (RFSQ) to solicit interested and qualified licensed foster parent(s)/resource parent(s) to provide short-term, emergency shelter to children who are in need of safe and temporary shelter.

2. **QUESTION:** As a disabled person, am I allowed to be a foster Parent?

RESPONSE: As indicated in Section 3 of the RFSQ:

Any interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Statement of Work) is invited to submit a Statement of Qualification, provided they meet the mandatory requirements, which include having a valid foster family home license/resource family approval issued by Community Care Licensing Division (CCLD) of the California Department of Social Services (CDSS), or resource family home approved by the COUNTY.

The California Department of Social Services (CDSS), Written Directives, Version 4.1, Article 5: Resource Family Application Process, Section 5-01: Nondiscrimination of Applicants, Subsection (a), states:

Any adult shall be permitted to apply for Resource Family Approval regardless of age, sex, race, religion, color, national origin, disability, marital status, gender identity, gender expression, actual or perceived sexual orientation, medical condition, genetic information, immigration status, or ancestry.

Please refer to the CDSS Written Directives for further information on becoming a Resource Parent, which can be found at the following link:

<http://www.cdss.ca.gov/Portals/9/RFA%20Written%20Directives%20V4.1%20Final%205.9.17.pdf?ver=2017-05-09-102252-020>

3. **QUESTION:** Would the income from ESC affect my disability income?

RESPONSE: Before applying, please consult the agency responsible for determining your disability benefits to help you determine if the income received from the ESC program would affect your benefits.

4. **QUESTION:** Why are additional DCFS home evaluations required through ESC when the State and DCFS perform their inspections?

RESPONSE: DCFS requires additional evaluation criteria to ensure ESC program needs are satisfied.

5. **QUESTION:** Will ESC Payments be considered income?

RESPONSE: If you receive benefits assistance from a public/non-profit/private program, please consult with those agencies providing you with benefits and speak with a representative to help you determine if income received from the ESC program would impact your benefits. Furthermore, consult with your tax adviser to explore how income received from the ESC program would impact you.

6. **QUESTION:** On the sample contract, it names the actual foster parent vs. the contractor agency, would the contractor also have a contractor under ESC?

RESPONSE: This RFSQ is only seeking contractors who are Licensed or Resource Family Approved (RFA) Resource Parents, so the Prospective Contractor would be the actual foster parents and/or Resource Parents only.

7. **QUESTION:** Are FFAs eligible to submit an SOQ under the ESC RFSQ? The RFSQ, SOW, and required forms appear to be targeted towards individual licensed foster/resource parents, so just wanted to confirm. If we can submit an SOQ, would we be required to identify individual foster parents that would be providing ESC beds?

RESPONSE: No, this RFSQ is for Licensed or Resource Family Approved (RFA) Resource Parents approved by the Community Care Licensing Division (CCLD) or Los Angeles County. RFA Resource Parents approved and supervised by a Foster Family Agency (FFA) may have an opportunity to provide Emergency Shelter Care (ESC) Placement Services by applying under a separate RFSQ.

8. **QUESTION:** The language throughout the RFSQ states “Contractor” as an organization (i.e. Webven, Vendor #, etc.) – but the actual definition of “Contractor” lists the Resource Parent/FFA Parent only. Can you please clarify if the term contractor is both the organization and the FFA? Resource Family?

RESPONSE: This RFSQ is only seeking contractors who are Licensed or Resource Family Approved (RFA) Resource Parents.

9. **QUESTION:** PP. 11-12, 9.4.6 “CONTRACTOR shall verbally notify the CSW within four (4) hours when the ESC Child is missing or their whereabouts are not known. If it is during after hours, CONTRACTOR shall notify the DCFS Hotline at (800) 540-4000 that the ESC Child is missing.”

We serve NMDs and they are allowed to be away for extended periods of time without checking in. What standards would be applied to make us accountable for determining they are missing?

RESPONSE: As indicated in the CDSS, Written Directives, Version 4.1, Section 11-08:Personal Rights, Subsection (d)(1)(A) and (B):

(d) In ensuring the rights of a child or a non-minor dependent, a Resource Family is not required to take any action that would impair the health and safety of a child, non-minor dependent, or others in the home consistent with Welfare and Institutions Code section 16001.9(b).

(1) A Resource Family is not prohibited from taking the following actions for the protection of a child, nonminor dependent, or others in the home:

(A) Establishing house rules, that may include rules regarding visitation that shall apply to all visitors; curfew; dating; completing homework; laundry and cleaning bedrooms and other areas; and use of entertainment equipment.

(B) Locking exterior doors and windows as long as a child or nonminor dependent can enter or exit the home.

Furthermore, at the time of intake, the Resource Parent shall gather all necessary information regarding the non-minor dependent’s visitation plan, authorized visitors and inform the non-minor dependent about established house rules including curfew as indicated in the Written Rules.

10. QUESTION: p. 6 of the Statement of Work, 3.12 or a non-minor former dependent or ward, as defined in Welfare and Institutions Code section 114400.

We had a former NMD foster mother who asked if she could stay here a few days. Would she be potentially eligible on an expedited basis as an ESC?

RESPONSE: Only eligible non-minor dependents as defined by WIC 11400(v) and as referred to participating ESC Resource Parents by the ESC Program manager or designee would be able to participate in the ESC placement program.

11. QUESTION: p. 8, section 7.2 of the Statement of Work, says ESC CONTRACTORS must respond within two (2) hours to all calls for available beds for placement, including calls received after normal business hours, and during weekends and holidays.

How do we reconcile this with: p. 3, 2.2.4 (RFSQ) The CONTRACTOR shall be required to provide ESC services 7 days a week? The CONTRACTOR is not required to provide services on County-recognized holidays?

RESPONSE: Section 2.2.4 has been revised as follows:

2.2.4 The selected ESC CONTRACTORS shall be required to maintain the agreed number of vacant beds on a 24 hours a day, 7 days a week basis for emergency placement of referred ESC children. ESC providers must respond within two (2) hours to all calls for available beds for placement, including calls received after normal business hours, and during weekends and holidays.

12. QUESTION: I work at various hospitals without a regular office in any one hospital, and cell phones are prohibited. How can I comply with this when I work?

RESPONSE: The Prospective Contractor must have the ability to maintain direct communication with the Program Manager or designee by telephone. The Prospective Contractor must also have at all times a telephone in working order and also maintain a back-up telephone number or alternate means of communication.

13. QUESTION: p.6 of the Sample Contact, Section 5.5.1 CONTRACTOR shall 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.

This and many other items in the application imply that we are a business. E.g.

RESPONSE: This is standard language on all County RFSQ documents, and it only applies to organizations that hire employees.

14. QUESTION: p. 14, section 8.8.2.2 of the Sample contract: For purposes of this paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a fulltime employee of the CONTRACTOR.

Does this apply to us even if we are merely a foster family or RFA home? If so, how do we fill out these forms if there are no paid employees and we are not a business?

RESPONSE: This is standard language on all County contracts, and it only applies to organizations that hire employees.

15. QUESTION: Are there any different requirements for short term caretakers watching ESC NMDs vs. traditional NMDs?

RESPONSE: All requirements to care for non-minor dependents are listed in this RFSQ and Statement of Work. All non-minor dependents as defined by WIC Section 11400(v) may participate in the ESC.

16. QUESTION: We would like to apply for a waiver to have 8 instead of 6 placements. We believe we can do this because we serve NMD mothers and children who do not require 24/7 care and are free to be away for more than 48 hours. This would also make it easier to have another ESC bed open for placement.

RESPONSE: Any identified ESC placements as determined and established by the ESC Program Manager or designee may not exceed the capacity of the Licensed or RFA Home as established by CDSS' Community Care Licensing Division (CCLD) or the County.

County of Los Angeles – Department of Children and Family Services
EMERGENCY SHELTER CARE (ESC) SERVICES (RFSQ # 16-0037)
RESPONSES TO QUESTIONS FROM PROPOSERS

CONTRACT RELATED QUESTIONS

❖ **VENDOR REGISTRATION**

1. **QUESTION:** When registering for a vendor number when informed to register for a vendor number, vendor relations informed me that I need a vendor number that has no credentials and is called a non-procumbent number, therefore has no pin access to access the vendor profile online. With that said, how does the vendor obtain online access?

RESPONSE:

Per RFSQ Section 5.3 – Mandatory Requirement to Register on County’s WebVen, all prospective contractors are required to register in the County’s WebVen, which 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/>

If you encounter any technical difficulties regarding the registration, please call the phone number provided in the above website.

❖ **APPLICATION PROCESS**

2. **QUESTION:** How does one apply to be an ESC contractor?

RESPONSE:

Prospective ESC Contractors are strongly encourage to read the entire Request for Statement of Qualifications (RFSQ). For information regarding applying and submitting a SOQ, please refer to the RSFQ, Section 7.1, Statement of Qualifications Submission Requirements.

3. **QUESTION:** What dates are applications able to be submitted after January 22, 2018?

RESPONSE: This Statement of Qualifications submission period is open continuously beginning January 22, 2018 through March 30, 2022. Please refer to Section 7.3, Request for Statement of Qualifications Timetable, of the RFSQ.

❖ **TIMELINE FOR APPROVAL**

4. **QUESTION:** What is the timeline for approval after a SOQ has been submitted?

RESPONSE: The timeline for approval, after a SOQ has been submitted, varies and depends upon a responsiveness review of the SOQ by DCFS' Contracts Administration Division and evaluation of a home visit. Review of the SOQ and scheduling of the home visit will be conducted in the order the SOQ was received by date and time. The estimated time is between 2 – 3 months. Please refer to Section 8, Selection Process, of the RFSQ for additional information.