County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PATRICIA S. PLOEHN, LCSW
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Third District
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Fourth District
MICHAEL D. ANTONOVICH
Fifth District

December 15, 2010

Dear Prospective Contractor:

ADDENDUM NUMBER EIGHT TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) WRAPAROUND APPROACH SERVICES (CMS# 04-011)

The County of Los Angeles Department of Children and Family Services (County) has issued this Addendum Number Eight to Request for Statement of Qualifications (RFSQ) Wraparound Approach Services (CMS# 04-011) to incorporate the revisions. **The RFSQ is to be replaced with the revised RFSQ attached**.

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

Please refer to the revised RFSQ attached to this Addendum Number Eight.

Except as provided by addendum, all other terms and conditions of the RFSQ remain unchanged.

Should you have any questions, please contact Jay Cheng, Contract Analyst at (213) 351-5743 or email at: chengj@dcfs.lacounty.gov.

Sincerely,

Ron Rios, Assistant Manager
Contracts Administration

RR:JC

Attachments

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

WRAPAROUND APPROACH SERVICES
(CMS 04-011)

County of Los Angeles
Department of Children and Family Services
Department of Children and Family Services – Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

December 23, 2010

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
WRAPAROUND APPROACH SERVICES
(CMS 04-011)

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PREAMBLE

For over a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' 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 shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no “wrong door”: wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are

also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

PART A - OVERVIEW

1.0 DCFS MISSION STATEMENT

The County's Department of Children and Family Services is the designated agency with the duty to establish, manage and provide a system of services which ensures the following:

- Children are safe from abuse, neglect and exploitation;
- Families who provide safe environments for children are strengthened;
- Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development;
- Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 REQUIRED SERVICES

The County of Los Angeles (COUNTY), specifically, DCFS, Probation and DMH are seeking three (3) qualified Prospective Contractors to provide Wraparound Approach Services (Wraparound) in Service Planning Area 6 (SPA 6) for the target demographics described in PART H, STATEMENT OF WORK, Section 6.0, Target Demographics.

2.1 Wraparound began as a pilot project in Santa Clara County in response to a Title IV-E Waiver of the Social Security Act that permitted flexibility in the use of AFDC-FC (Aid to Families with Dependent Children, Foster Care) funds for eligible children. Senate Bill (SB) 163 (October 8, 1997) extended this pilot project to all of the counties in California. The State regulations for Wraparound are contained in the Welfare and Institutions Code, Sections 18250-18257. They are available on-line at http://www.leginfo.ca.gov/ at no cost.

2.2 SB 163 permits flexible use of state foster care dollars. Through its Wraparound program, DCFS combines foster care dollars with local COUNTY placement dollars to pay for service allocation slots that provide individualized service "packages" necessary to keep children in Family settings.

2.3 Wraparound is a Family-centered, strengths-based, needs-driven planning process. Wraparound supports Family voice, choice and ownership of strategies to return or maintain children in their Community with normalized and inclusive community options, activities and opportunities. Wraparound requires Perseverance to create and provide a highly individualized planning process

and to continue until the desirable outcomes for the child(ren) and families are achieved.

2.4 Private, community-based Wraparound agencies facilitate the Wraparound process, which includes a Child and Family Team (CFT) for each child and Family enrolled in Wraparound. The CFTs develop, implement, monitor and revise, as needed, uniquely tailored Child and Family Plans of Care that include the strengths, needs and related strategies, services, and supports to provide *whatever it takes* to address the needs of the child and Family in order to maintain the child in a safe, nurturing, permanent, community-based setting. The Wraparound process incorporates four phases as stated in Exhibit A-3, *Phases and Activities of the Wraparound Process*: Phase One Engagement and Team Preparations, Phase Two Initial Plan Development, Phase Three Plan Implementation and Phase Four Transition. *Phases and Activities of the Wraparound Process* is also available online at http://www.rtc.pdx.edu/nwi/.

3.0 RFSQ COMPOSITION

3.1 Please read this RFSQ and any addenda in their entirety. The RFSQ is composed of the following parts:

PART A – OVERVIEW OF RFSQ: Contains an overview of the RFSQ.

PART B – RFSQ GENERAL INFORMATION: Contains important RFSQ provisions and requirements of the RFSQ.

PART C – INSTRUCTIONS TO PROSPECTIVE CONTRACTOR: Contains instructions about preparing and submitting a Statement of Qualifications (SOQ) in response to this RFSQ.

PART D – REQUIRED FORMS/SUBMISSION PACKET: Contains the forms that must be completed and included in the SOQ in addition to other required documents.

PART E – SELECTION PROCESS AND EVALUATION CRITERIA: Contains information as to how SOQs will be reviewed and selected. This selection also includes the County's Protest Policies for Solicitation, Disqualification and Contractor Selection Reviews.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains Transmittal Forms to Request a Solicitation Requirements Review, Disqualification Review, Proposed Contractor Selection Review, and County Review Panel.

PART G – SAMPLE CONTRACT: Contains the terms and conditions substantially similar to any Contract resulting from this RFSQ.

PART H – STATEMENT OF WORK: Explains in detail the Statement of Work to be performed by the Contractor.

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT – Contains attachments to any Contract resulting from this RFSQ.

PART J – APPENDICES: Contains additional RFSQ information.

4.0 PROCUREMENT TIMETABLE

4.1 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 provided to any prospective contractor who requests a copy of the RFSQ.

- Release RFSQ: December 23, 2010
- Submission Deadline for Request for Solicitation Requirements Review: January 13, 2011.
- RFSQ Conference: January 6, 2011
- Questions and Answers Released: January 20, 2011
- Deadline for SOQ Submission: February 11, 2011
- Anticipated Contract Start Date: on or about November 1, 2011

4.2 Subsequent Submission Periods: This RFSQ and any addenda shall remain open from the time of release and for the duration of any resulting contracts. During this RFSQ period, the County may release addenda to announce new periods for submitting SOQs under this RFSQ, should the County have the need for additional or replacement contracts.

5.0 RFSQ CONFERENCE – QUESTIONS AND ANSWERS

5.1 In order to assist and provide clarification on any issues related to the RFSQ a conference has been scheduled for **Thursday, January 6, 2011 at 1:00 PM in the 5TH floor Conference Room.** Attendance at the conference is optional for prospective contractor, but is *STRONGLY recommended.*

DCFS Headquarters
425 Shatto Place, 5th floor Conference Room
Los Angeles, California 90020

5.2 Prospective contractor may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All written questions must be received on **Tuesday, January 13, 2011 by 5:00 PM**. No questions will be accepted after this date.

5.3 Following the conference, written answers to all questions will be sent (e-mail, faxed, or mailed) to each person or organization which County records indicate received a copy of the RFSQ. Telephone inquires will not be accepted.

5.4 All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be mailed to each person or organization which County records indicate received a copy of the RFSQ, in addition to being posted on the County of Los Angeles' website. To ensure receipt of any addendums, prospective contractor should include correct mailing address, fax number, or e-mail address, whichever is appropriate.

5.5 Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage prospective contractor or, due to unclear instructions, may result in the County not receiving the best possible responses from prospective contractor.

5.6 When submitting questions please specify the RFSQ 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 RFSQ. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Jay Cheng, Contract Analyst
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

6.0 MINIMUM QUALIFICATIONS

6.1 The minimum qualifications for prospective Wraparound providers to contract with COUNTY include all of the following:

6.1.1 A Prospective Contractor must have a minimum of three (3) years of experience within the last five (5) years in service delivery, support, and coordination of care to clients (children and their Families) described in PART H, STATEMENT OF WORK. Experience must include working with diverse, multi-ethnic populations and interacting with the public agencies supervising these children. Services must have been in mental health, social services, and/or health care (including substance abuse).

6.1.2 Prospective Contractor must be certified by the Los Angeles County Department of Mental Health (DMH) to provide mental health services as a Short-Doyle Medi-Cal provider;

6.1.2.1 Prospective Contractor must submit the '<u>Approval of Short-Doyle Medi-Cal Certification</u>' letter from the Department of Mental Health, 550 S. Vermont Avenue, Los Angeles, California 90022 (213 738-4684)

6.1.3 Prospective Contractor must have the ability to draw down Early and Periodic Screening, Diagnosis and Treatment (EPSDT) funds for the purposes of providing Wraparound services via its arrangement with DMH;

6.1.3.1 Prospective Contractor must submit a copy of the letter from DMH or the agreement with DMH that allows access to EPSDT funds.

6.1.4 Prospective Contractor must adhere to all requirements of this RFSQ, including those specified in PART C, INSTRUCTIONS TO PROSPECTIVE CONTRACTORS;

6.2 Prospective Contractors that can meet all requirements outlined in this Section 6.0, MINIMUM QUALIFICATIONS, are invited to submit a Statement of Qualifications (SOQ) in response to this RFSQ.

7.0 NEW FIRM'S ELIGIBILITY

7.1 If Prospective Contractor has been in business for more than three (3) years within the last five (5) years, but, as a business entity, does not meet the requirements specified in subsection 6.1.1 in Part A of this RFSQ, it may qualify if its principals, partners, or officers personally meet that specified experience requirement based on their previous work at other agencies.

7.1.1 Prospective Contractors in this category must, as a business entity, meet all other requirements of this RFSQ, including that which is specified in Part A, Section 6.0, MINIMUM QUALIFICATIONS.

7.1.2 Prospective Contractors in this category shall explicitly state in their SOQ Cover Letter (described in PART C, INSTRUCTIONS TO PROSPECTIVE CONTRACTORS, Section 2.4.1.1) that it is seeking to qualify under this Section entitled "New Firm's Eligibility" of this RFSQ.

7.1.3 Prospective Contractors in this category must provide written documentation demonstrating how at least two (2) of its principals, partners, or officers possess the qualifying service experience specified in subsection 6.1.1 in Part A of this RFSQ.

8.0 DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in PART G, Sample Contract, Unique Terms and Conditions, Section 1.0. Definitions of terms related to Wraparound have been established in PART H, Statement of Work (SOW).

9.0 CONTRACT PERIOD AND RECOMMENDATION OF AWARD

The initial term of each proposed Contract will be 6 months with two (2), one-year options to renew the Contract at the sole option of the COUNTY for a total of two (2) years and six (6) months. Contract is scheduled to commence on or about November 1, 2011, or after approval by the County's Board of Supervisors, which ever is later. Refer to Part G, Sample Contract (Unique Terms and Conditions, Section 2.0, Term). However, the County shall solely determine whether or not to enter into any contract as a result of this RFSQ and the start date may vary from that stated.

10.0 FUNDING AND PAYMENT STRUCTURE

10.1 Rate levels under SB 163 are based on the average cost to provide Wraparound services (refer to Part I, section 3.0, Contract Sum, of the RFSQ, Part G, Sample Contract). For children who must be placed in out-of-home care, the applicable concurrent placement costs will be deducted from the amount paid to the Contractor. That rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment. However, Wraparound services may be suspended by the Interagency Screening Committee (ISC) if these placements are longer than thirty (30) days.

10.2 For children adopted through DCFS and at risk of replacement to a RCL of ten (10) or higher, AAP funds will be utilized to assist implementation of Wraparound services for them.

10.3 Funding all Contracts is contingent upon the availability of state, federal and/or COUNTY funds.

11.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G, Sample Contract, of this RFSQ. The terms and conditions of any contract resulting from this RFSQ process will be substantially similar to those that are contained in the Sample Contract. Prospective contractor is encouraged to have the Sample Contract reviewed by their own legal counsel.

11.1 Several of the documents in Part D, Statement of Qualifications Submission Packet, and Part I, Attachments will become attachments to any contract resulting from this RFSQ process.

11.2 Submission of an SOQ shall constitute acknowledgment and acceptance of all of the terms and conditions in the RFSQ and Part G, Sample Contract.

PART B – RFSQ GENERAL INFORMATION

1.0 PROTEST PROCESS

1.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective contractor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.3. Additionally, any actual prospective contractor may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the prospective contractor challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

1.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a prospective contractor 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.

1.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Refer to PART B, Section 2.0)
- Review of a Disqualified SOQ (Refer to PART B, Section 3.0)
- Review of Department's Proposed Contractor Selection: Departmental Debriefing Process, Proposed Contractor Selection Review, County Review Panel Process (Refer to PART B, Section 4.0)

2.0 SOLICITATIONS REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting PART F, "Transmittal Form to Request a Solicitation Requirements Review" to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

2.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the RFSQ or by **January 13, 2011**, which ever is later.

2.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ.

2.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

2.4 The request for a Solicitation Requirements Review asserts either that:

2.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the prospective contractor; or,

2.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from the prospective contractors.

2.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the prospective contractor, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review should be submitted to:

Kimberly A. Foster, Senior Manager
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

3.0 DISQUALIFICATION REVIEW

3.1 An SOQ may be disqualified from consideration because the County determined it was a non-responsive SOQ at any time during the review process. If the County determines that an SOQ is disqualified due to non-responsiveness, the County shall notify the prospective contractor in writing.

3.2 Upon receipt of the written determination of non-responsiveness, the prospective contractor may submit PART F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

3.3 A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a prospective contractor;

2. The request for a Disqualification Review is submitted timely; and,

3. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ's 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.

4. Prospective contractor has attached a detailed letter and all necessary documentation in response to each issue that was stated in the written notice of non-responsiveness.

3.4 The Disqualification Review shall be completed and the determination shall be provided to the prospective contractor, in writing, prior to the conclusion of the Disqualification Review process.

4.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

4.1 Departmental Debriefing Process

4.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected prospective contractor, the Department shall notify the remaining prospective contractors in writing that the department is entering negotiations with another prospective contractor. Upon receipt of the letter, the prospective contractor may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.

4.1.2 The purpose of the Debriefing is to compare the prospective contractor's response to the solicitation document with the evaluation document. The prospective contractor shall be debriefed only on its response. Because the contract process has not been completed, responses from other prospective contractors shall not be discussed.

4.1.3 During or following the Debriefing, the Department will instruct the requesting prospective contractor of the manner and timeframe in which the requesting prospective contractor must notify the Department of its intent to request a Prospective Contractor Selection Review (see Section 4.2 below), if the requesting prospective contractor is not satisfied with the results of the Debriefing.

4.2 Proposed Contractor Selection Review

4.2.1 Any prospective contractor that has timely submitted a notice of its intent to request a proposed contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

4.2.2.1 The person or entity requesting a Proposed Contractor Selection Review is a prospective contractor;

4.2.2.2 The request for a Proposed Contractor Selection Review is

submitted timely (i.e., by the date and time specified by the Department);

4.2.2.3 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- The Department materially failed to follow procedures specified in its solicitation document. This includes:
  - Failure to correctly apply the standards for reviewing the proposal format requirements.
  - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
  - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

4.2.2.4 The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposed Contractor receiving an incorrect score and not being selected as the recommended contractor.

4.2.2.5 A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

4.2.2.6 Another basis for review as provided by state or federal law; and

4.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposed Contractor would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

4.2.4 Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the prospective contractor within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the prospective contractor of the manner and timeframe for requesting a review by a County Review Panel.

5.0 COUNTY REVIEW PANEL PROCESS

5.1 Any prospective contractor that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

5.2 A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

5.2.1 The person or entity requesting review by a County Review Panel is a prospective contractor;

5.2.2 The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and

5.2.3 The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 4.2 above.

5.3 Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the prospective contractor.

6.0 CONTACT WITH COUNTY PERSONNEL

6.1 Unless otherwise instructed in this RFSQ, any contact regarding or related to this RFSQ must be in writing and directed to the following:

Ron Rios, Manager
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 306
Los Angeles, California 90020

6.2 All prospective contractors are specifically directed not to contact any other County personnel regarding this matter. If it is discovered that a prospective contractor 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 SOQ from further consideration.

7.0 GRATUITIES

7.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a prospective contractor with the implication, suggestion or statement that the prospective contractor's provision of the consideration may secure more favorable treatment for the prospective contractor in the award of the contract or that the prospective contractor's failure to provide such consideration may negatively affect the County's consideration of the prospective contractor's submission. A prospective contractor shall 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.

7.2 Prospective Contractor Notification to County

A prospective contractor shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the prospective contractor's submission being eliminated from consideration.

7.3 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.

8.0 COUNTY RIGHTS AND RESPONSIBILITIES

8.1 The County has the right to amend the RFSQ by written addendum. The County will post all RFSQ addenda on the "Doing Business with Us" link on the "LA County Online" (the County's Homepage) website and mail a copy to each person or organization which County records indicate has received this RFSQ. (It is the prospective contractor's responsibility to read addenda and incorporate any changes that might be necessary as a result.)

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

8.3 The County has the right to award one or more contracts to one or more qualified, responsive and responsible prospective contractors.

9.0 COUNTY REPRESENTATION DISCLAIMER

County is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the County's Board of Supervisors unless such

understanding or representation is included in this RFSQ or in subsequent addenda. County is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

10.0 COUNTY OPTION TO REJECT SOQS

County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. County also reserves the right to cancel this RFSQ, at its sole discretion, at any time prior to approval of a contract by the County's Board of Supervisors.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

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

12.0 PROSPECTIVE CONTRACTOR DEBARMENT

12.1 Chapter 2.202 of the County Code

The prospective contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the prospective contractor from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the prospective contractor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the prospective 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 prospective 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.

12.2 Notice to Prospective Contractor

If there is evidence that the apparent highest ranked prospective contractor may be subject to debarment, the Department shall notify the prospective contractor in writing of the evidence, which is the basis for the proposed debarment, and shall advise the prospective contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

12.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The prospective contractor and/or the prospective 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 prospective contractor should be debarred, and, if so, the appropriate length of time of the debarment. The prospective 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.

12.4 Presentation to the Board of Supervisors

After consideration of any objections, or if no objections are received, 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.

12.5 Debarment that Exceeds Five Years

If a prospective contractor has been debarred for a period longer than five years, that prospective 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 prospective 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.

12.6 Consideration of Requests for Review of Debarment Determination

The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the prospective contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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.

12.7 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Part G, Sample Contract, Section 21.10. Websites include County, State and Federal Debarred Contractors.

13.0 NOTICE TO PROSPECTIVE CONTRACTORS REGARDING THE PUBLIC RECORDS ACT

13.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as a) with respect to the recommended prospective contractor's SOQ, (Department) completes contract negotiations and obtains a letter from an authorized officer of the recommended prospective contractor that the negotiated contract is a firm offer of the recommended prospective contractor, which shall not be revoked by the recommended prospective contractor pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and b) with respect to each prospective contractor requesting a County Review Panel, the County Review Panel convenes as a result of such prospective contractors' request, and c) with respect to all other prospective contractors, DCFS recommends the recommended prospective contractor(s) to the Board and such recommendation appears on the Board agenda, SOQ submitted in response to this solicitation become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified as business or trade secrets, and, if by the prospective contractor, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record of 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 SOQ as confidential shall not be deemed sufficient notice of exception. The prospective contractor must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or Proprietary" in nature.**

14.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to a contract award, all potential contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at

http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words ‘doing business’ and ‘main db’.)

15.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

15.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

15.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 16.0 below.

15.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 23.0 of Part B.

15.4 The County also has a Policy on Doing Business with Small Business that is stated in Part J, Appendix 1.

16.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

16.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

16.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation.

16.3 Businesses must complete Attachment B – Request for Local SBE Preference Program Consideration. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

17.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

17.1 In reviewing SOQs, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of

perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their SOQ response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

17.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a prospective contractor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

17.3 To request the Transitional Job Opportunities Preference, prospective contractor must complete the *Transitional Job Opportunities Preference Application –Form 10– Statement of Qualifications Submission Packet* and submit it along with all supporting documentation with their SOQ.

18.0 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 will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

19.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Part G, Sample Contract, Standard Terms and Conditions, Section 34.0. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G, Sample Contract, Unique Terms and Conditions, Section 4.0

20.0 SPARTA PROGRAM

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability

insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at www.2sparta.com

21.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, prospective contractor shall 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 shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, prospective contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the prospective contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities who is unable to meet this requirement shall not be considered for contract award. Prospective contractor shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Statement of Qualifications Submission Packet, Form 13, along with their SOQ.

22.0 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 Part G, Sample Contract, Section 32.0.

23.0 FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Part I, Attachments to Sample Contract, Attachment H.

23.0 JURY SERVICE PROGRAM

The prospective contractor 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 read the Jury Service Ordinance, Attachment G of Part D, Statement of Qualifications Submission Packet, and the pertinent jury service provisions of the Part G, Sample Contract, Section 15.0, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. <u>If the SOQ fails to comply with the requirements of the Jury Service Program, it will be considered non-responsive and excluded from further consideration.</u>

23.1 The Jury Service Program requires Contractors and their Subcontractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

23.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; <u>and</u>, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000, <u>and</u>, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

23.3 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 the Certification Form and Application for Exception, Attachment G, Part D, Statement of Qualifications Submission Packet, 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.

24.0 PROSPECTIVE CONTRACTOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Prospective contractor shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

25.0 PROSPECTIVE CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

25.1 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. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect 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) have new audit requirements.

25.2 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 Attachment K as set forth in Part D, Statement of Qualifications Submission Packet. A completed Attachment K is a required part of any agreement with the County.

25.3 Attachment K, Prospective Contractors certify either that:

- they have determined that they do not now 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**

- 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

25.4 Prospective County contractors that do not complete Attachment K as 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)

26.0 NOTICE TO PROPOSES 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 prospective contractor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. 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 prospective contractor is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Statement of Qualifications Submission Packet Form 19 of Part D, as part of their SOQ.

27.0 RECYCLED CONTENT PAPER

Prospective contractor shall be required to comply with the County's policy on recycled content paper as specified in Part G, Sample Contract, Section 49.0.

28.0 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

29.0 SUBCONTRACTING

Contractor shall not subcontract any tasks of this contract. Any attempt by Contractor to subcontract performance of any terms of the Contract, in whole or in part, shall constitute a breach of the terms of the Contract.

30.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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 carefully read the Defaulted Tax Program Ordinance, Appendix 3, and the pertinent provisions of the Sample Contract, Part G, Sub-section 26.1 and 26.2, 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.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Attachment P in Part D – Statement of Qualifications Submission Packet. 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).

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

31.0 NOTIFICATION TO COUNTY OF PENDING ACQUISTIONS/MERGERS BY PROPOSING COMPANY

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form 1-Declaration of Proposer's Legal Identity and Responsibility. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

PART C - INSTRUCTIONS TO PROSPECTIVE CONTRACTORS

1.0 LANGUAGE

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

2.0 PREPARATION AND FORMAT OF SOQ

2.1 The SOQ must be bound and submitted in the prescribed format below:

- One original SOQ and five copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
- The SOQ and copies must be securely bound in a three-ring binder or other protective covering. SOQ and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.
- The SOQ and copies' cover binders must state the title of the RFSQ, CMS number and the name of your organization.
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section must be specifically labeled with tab inserts and in the order indicated in subsection 2.4 below.

2.2 A Sample Contract is provided as Part G for your information and review. Prospective contractors shall **NOT** complete or submit the Sample Contract with their SOQ.

2.3 County is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any SOQ in response to this RFSQ.

2.4 Prospective contractor must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Prospective contractor shall include all required forms, documents and attachments with its sealed SOQ, the contents and sequence of which must be as follows:

2.4.1 <u>Section A – Prospective Contractor</u> of the SOQ shall include the Transmittal Letter and Table of Contents. These documents shall be completed by Prospective Contractor and submitted in the order specified below.

2.4.1.1 Transmittal Letter

The SOQ must contain a transmittal letter that is no more than eight pages, single-sided, and typed/printed that includes the following in the order listed:

- Title of RFSQ and date;
- The exact legal business name and legal business status (i.e., partnership, corporation, etc.) of the Prospective Contractor, as indicated in Form 1 of the RFSQ; ***If a corporation, Limited Liability Company (LLC), or partnership, a Board of Director's resolution identifying the person(s) authorized to bind the entity on its behalf may also be required;***
- A brief introduction of the Prospective Contractor and its organization;
- 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 Prospective Contractor's contact person for any communication between the County and the Bidder.

2.4.1.2 Prospective Contractor's legal name, address, telephone and facsimile numbers and the number of years Prospective Contractor has been in business under the present business name, as well as prior business names;

2.4.1.3 Prospective Contractor's legal business status (i.e., partnership, corporation, etc.);

2.4.1.4 An explanation as to how Prospective Contractor meets or exceeds the requirements set forth in the OVERVIEW of this RFSQ, Section 6.0, Minimum Qualifications, including the number of years of experience. Prospective Contractor may provide a brief statement regarding its background;

2.4.1.5 Affirmation of the Prospective Contractor's capability and intention to directly provide outpatient mental health services and provide a contracted psychiatrist;

2.4.1.6 A statement that the Prospective Contractor will bear sole and complete responsibility for all work as defined in PART H, Statement of Work;

2.4.1.7 The names, titles, telephone and facsimile numbers of the individuals in Prospective Contractor's organization to contact for additional information;

2.4.1.8 Of the Board members identified on Form 3, List of Current Members of Board of Directors, indicate which Board members are authorized to sign on behalf of Prospective Contractor and to bind the agency in a Contract (Authorized signators must comply with Section 313 of the California Corporations Code);

2.4.1.9 Disclosure of any employee or any other person acting on Prospective Contractor's behalf, who is within the purview of County Code Section 2.180.010 (RFSQ PART D, STATEMENT OF QUALIFICATIONS SUBMISSION PACKET, Form 5, Certification of No Conflict of Interest);

2.4.1.10 A statement regarding the existence of any collective bargaining between the Prospective Contractor and its employees; and

2.4.1.11 If applicable, a statement that Prospective Contractor is seeking to qualify under the Sub-paragraph "New Firm's Eligibility" (as described in the OVERVIEW, Section 7.0).

2.4.1.12 Table of Contents (shall immediately follow Transmittal Letter)

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

2.4.1.13 Prospective Contractor's Organization Questionnaire (Form 1)

The Prospective Contractor's Organization Questionnaire, Form 1, requires that specific information be provided so that COUNTY can determine the legal name, status, and compliance of all Minimum Qualifications of Prospective Contractor's organization. See Part A, Minimum Qualifications, Section 6.0.

2.4.1.14 Prospective Contractor's Articles of Incorporation; (Insert)

2.4.1.15 Certified copies of Prospective Contractor's two (2) most recent Statement of Information forms, one (1) of which was renewed within the last two (2) years, the second of which must have been renewed within the last four (4) years; (Insert)

2.4.1.16 If any, a certified copy of the Fictitious Business Name Statement indicating the name under which Prospective Contractor will be "doing business as" (dba). A valid fictitious business name will be used as a "dba" to identify the Prospective Contractor on any pertinent documents. An example of how the legal name of the contract would read is: "Smith Services, Inc., dba Happy Homes." If no Fictitious

Business Name Statement is submitted, Prospective Contractor's name as indicated on its certified Statement of Information form shall be used; and (Insert)

2.4.1.17 Nonprofit corporations shall also submit the following: (Inserts)

- Exempt Organization Determination Letter from the Internal Revenue Service indicating recognition of Prospective Contractor's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code; and

- Determination of Exemption Letter from the State of California Franchise Tax Board indicating recognition of Prospective Contractor's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701.

2.4.1.18 Proposed Service Delivery Sites (Form 2)

Prospective Contractor shall submit Form 2, Service Delivery Sites, listing Prospective Contractor's office locations. This form shall indicate the legal corporation name for the agency's administrative office and list each office location that Prospective Contractor will be using for this SOQ. **Prospective Contractor is expected to maintain an office within each SPA that it is proposing to serve.**

2.4.1.19 List of Current Members of Board of Directors and Other Agencies (Form 3)

As the title suggests, Form 3, List of Current Members of Board of Directors and Other Agencies, requires that Prospective Contractor list the members of its board and indicate other organizations that each board member is currently a member of, if any.

2.4.1.20 Board of Directors' Resolution (Insert)

Prospective Contractor shall submit a signed Board of Director's Resolution. See PART D, STATEMENT OF QUALIFICATIONS SUBMISSION. The Board of Directors' Resolution must be on the Prospective Contractor's letterhead.

2.4.1.21 Prospective Contractor's Organizational Chart (Insert)

Prospective Contractor shall submit an organizational chart with names of employees that is inclusive of executives, Prospective Contractor's Program Manager, and staff anticipated to work on

this contract. Prospective Contractor shall include copies of job descriptions and resumes for each staff position anticipated to work under the Contract. In addition, Prospective Contractor shall attach copies of all supporting documents (e.g., Licenses, Degrees, and Diplomas, etc.)

2.4.1.22 Prospective Contractor's Qualifications, of the SOQ shall include information and documentation to verify compliance with the Minimum Qualifications set forth in OVERVIEW, Section 6.0, Minimum Qualifications, of this RFSQ. (Inserts)

2.4.1.22.1 Prospective Contractor shall submit a brief narrative, a maximum of two (2) single-sided pages, documenting that it has at least three (3) years of experience within the last five (5) years providing services to children and Families as described in OVERVIEW, Section 6.0, Minimum Qualifications. (Insert)

2.4.1.22.2 Prospective Contractor shall submit documentation of its capacity to provide mental health services as a Short-Doyle Medi-Cal certified provider, show evidence of ability and intent to become Medi-Cal certified, or form a relationship with a Short-Doyle Medi-Cal certified provider as co-applicant. If a contract with COUNTY's Department of Mental Health (DMH) is under development, and Medi-Cal certification has been initiated, Prospective Contractor must indicate the anticipated time frame for completion of certification. (Insert)

2.4.1.22.3 Prospective Contractor shall submit documentation of its ability to draw down EPSDT funds for the purposes of providing Wraparound services. (Insert)

2.4.1.22.4 Prospective Contractor must demonstrate how it is positioned to effectively provide and arrange services in the community it plans to serve. Prospective Contractor must demonstrate knowledge of its prospective community/SPA and relationships with community agencies, and provide evidence that the community is willing to work with them as the organizing entity to deliver Wraparound services.

- Evidence of linkage must include a minimum of <u>three (3) letters of intent</u> to work with identified agencies and service providers within SPA 6 from the agencies' Board of Administrators. (Insert)

- Prospective Provider shall also include a minimum of three (3) letters of support from the community, or documentation of prior experience and service collaboration within the community. (Insert)

2.4.1.23 Prospective Provider must submit a copy of the letter from the Department of Mental Health, 550 S. Vermont Avenue, Los Angeles, California 90022 (213-738-2906), certifying the mental health treatment component of the program. (Insert)

2.4.1.24 Prospective Contractor's Knowledge and Skill - Questionnaire (Form 4)

Prospective contractor must submit detailed responses to the questions presented and provide a full description of how it will meet each requirement of the Prospective Contractor's Knowledge and Skill - Questionnaire as it relates to PART H, STATEMENT OF WORK, of this RFSQ.

2.4.1.25 Certification of No Conflict of Interest (Form 5)

Prospective contractor must certify that Prospective Contractor has no representatives or employees who are within the purview of County Code Section 2.180.010.

2.4.1.26 Familiarity with the COUNTY Lobbyist Ordinance Certification (Form 6);

Prospective contractor must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the prospective contractor have and will comply with the ordinance during the RFSQ process.

2.4.1.27 Prospective Contractor's Statement of Qualifications (SOQ) Certification (Form 7), certifying that all statements in response to this RFSQ are true;

2.4.1.28 Certification of Ownership and Financial Interest (Form 8), which declares Prospective Contractor's controlling and/or financial interest in any other business or organization, as well as controlling interest by any other person or organization in Prospective Contractor's organization;

2.4.1.29 Attestation of Willingness to Consider GAIN/GROW Participants (Form 9)

Prospective contractor must complete and submit this form with its SOQ.

2.4.1.30 Transitional Job Opportunities Preference Application (Form 10)

A Proposer registered as a 501 (c) (3) non-profit corporation with the Internal Revenue Service and is certified with the County as Transitional Job Opportunity vendor must submit this form. If application is not applicable, submit notification of non-applicability.

2.4.1.31 Certification of Fiscal Compliance (Form 11) certifying compliance with accepted accounting procedures;

2.4.1.32 List of Prospective Contractor's Commitments (Form 12)

Prospective contractor must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the prospective contractor's ability to perform the contract. Prospective contractor shall indicate on this form if it has no such commitments.

2.4.1.33 Prospective Contract List of Contracts (Form 13)

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 prospective contractor'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. County may disqualify a prospective contractor if:

- References fail to substantiate prospective contractor's description of the services provided, or;
- References fail to support that prospective contractor has a continuing pattern of providing capable, productive and skilled personnel, or
- The department is unable to reach the point of contact of the reference with reasonable effort.

Use additional sheets if necessary.

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

2.4.1.34 Revenue Disclosure (Non-public Business Entity) (Form 14)

Prospective contractor must complete Form 14 indicating all such income and resources. If not applicable, please note on Form 14.

2.4.1.35 Financial Statements

Prospective Contractor shall provide copies of its most recent and complete *audited financial statements* available for the last three (3) years or fiscal periods with the latest not more than eighteen (18) months old at time of submission.

- The audited financial statements shall be prepared by an independent certified public accountant.

- If the audited financial statements are of a parent firm, the parent firm shall be party to the contract.

- In lieu of audited financial statements, Prospective Contractor may submit un-audited financial statements or the organization's tax returns for the last three (3) years or fiscal periods with an explanation as to why audited financial statements are not available, which will be subject to the COUNTY's approval; and

2.4.1.36 Proof of Insurability (Insert)

2.4.1.36.1 Prospective contractor must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part G, Section 4.1, General Insurance Requirements and Part G, Section 4.2, Insurance Coverage Requirements of the Sample Contract.

2.4.1.36.2 If prospective contractor currently has the required insurance coverage for another County program service, a copy of that Certificate of Insurance may be submitted with its SOQ. However, if selected and awarded a Contract under this RFSQ, Prospective contractor will be contacted to provide a certificate of insurance naming this program service.

2.4.1.36.3 If prospective contractor does not currently have the required insurance coverage, he/she may submit with the SOQ a letter from a qualified insurance carrier indicating a willingness to provide Prospective contractor the required coverage should it be selected

to receive a Contract award. In conjunction with the letter of certification, prospective contractor shall provide, upon County's request, copies of prospective contractor's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

2.4.1.36.4 Letters of Intent from insurance brokers **<u>will not</u>** be considered acceptable substitutes.

2.4.1.36.5 Services cannot be provided until all insurance requirements of this RFSQ are met.

2.4.1.37 Involvement in Litigation and/or Contract Compliance Difficulties (Form 15)

Prospective contractor must include details of any failure or refusal to complete a contract and identify by name, case and court jurisdiction any pending litigation in which prospective contractor is involved, or judgments against prospective contractor within the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the prospective contractor or its principals. If none, include a statement to that effect.

2.4.1.38 Offer to Perform and Acceptance of Terms and Conditions (Form 16)

Prospective contractor must complete and sign the Offer to Perform and Acceptance of Terms and Conditions.

2.4.2 <u>Section B – Budget</u>

2.4.2.1 Line Item Budget (Exhibit A-2)

2.4.2.1.1 Prospective contractor must provide a budget in accordance with the rate established in this RFSQ. The budget shall be segregated into direct and indirect costs and profit for the prospective contractor.

2.4.2.1.2 It is the prospective contractor's responsibility to include all necessary line items (cost elements) in the budget. The 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.

2.4.2.1.3 A budget narrative must be attached to the budget providing a thorough and clear explanation of all projected line items and its budget costs. The narrative must follow the same sequence as the line item budget, and include a brief explanation of the costs. The budget and budget narrative will be made a part of the Contract with the selected prospective contractor.

2.4.3 Section C – Required Attachments

Prospective contractor must complete the attachments described below. The completed attachments will be made a part of the contract with the selected prospective contractor.

2.4.3.1 Contractor's Administration (Attachment A).

Prospective contractor must complete, date and sign this form and place it as the first form following the Table of Contents.

2.4.3.2 Small Business Enterprise (SBE) / Community Business Enterprise (CBE) (Attachment B).

Attachment B contains two programs: Small Business Enterprise and Community Business Enterprise. Prospective contractor shall complete and submit this form with its SOQ regardless of whether it qualifies for the Small Business Enterprise program. The prospective contractor who qualifies for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

2.4.3.3 Contractor Acknowledgement and Confidentiality Agreement (Attachment C-1).

Prospective contractor shall sign "Contractor's Acknowledgment and Confidentiality Agreement" acknowledging and accepting the confidentiality requirements set forth by the County.

2.4.3.4 Jury Service Program and Application for Exception and Certification (Attachment G).

Prospective contractor must complete and submit Attachment G with SOQ. If prospective contractor is requesting an exception from this program, submit all necessary documents to support the request.

2.4.3.5 Equal Employment Opportunity (EEO) Certification (Attachment I)

Prospective contractor must comply with EEO laws, regulations and policies. Complete Attachment I and submit with SOQ.

2.4.3.6 Charitable Contributions Certification (Attachment K)

The prospective contractor who is registered as a 501(C) (3) nonprofit corporation with the Internal Revenue Service shall complete and submit Attachment K. Prospective contractor shall state its charitable contribution status per the Nonprofit Integrity Act.

2.4.3.7 Certification of Compliance With the County's Defaulted Property Tax Reduction Program (Attachment P)

Prospective contractor must complete, date and sign this form and submit Attachment P with SOQ.

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

2.4.4 Section D – Last Page of SOQ

The last page of the SOQ must list the name of the prospective contractor (name and title) which binds him or her in a contract.

3.0 SOQ SUBMISSION

3.1 **The closing date and time for SOQ submission is Friday, February 11, 2011 at 5:00 PM.** It is the sole responsibility of the prospective contractor to see that its SOQ is received before the submission deadline. Prospective contractor shall bear all risks associated with delays in the U.S. Mail or other courier service. Any SOQs received after the scheduled closing time for receipt of SOQs may be returned to the sender unopened, at the County's sole discretion.

3.2 An original and five copies of the SOQ shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the prospective contractor and bear the words:

"WRAPAROUND APPROACH SERVICES – CMS #04-011

3.3 The SOQ and any related information shall be delivered or mailed to:

Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020
Attention: Jay Cheng, Contract Analyst

3.4 Prospective Contractor agrees to provide the County with an explanation of any information provided in its SOQ, which the County, in its sole discretion, may deem necessary for an accurate determination of the prospective contractor's qualifications to perform the required service.

3.5 Prospective contractor must respond only to the RFSQ as it is written including any written addenda discussed in Part C, Section 3.7 below. Prospective contractor is not to attach any documentation, which is not required or requested under this RFSQ. Failure to adhere to the specifications contained in this RFSQ may be cause for rejection of the SOQ. No corrections or resubmissions shall be accepted after the SOQ submission deadline.

3.6 Any change to this RFSQ will be made by written addendum, which will be sent to each prospective contractor which County records indicate has received this RFSQ. Such addendum will become a part of the RFSQ. 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), an SOQ's failure to address the requirement(s) of such addendum may result in the rejection of the SOQ, as determined in the sole discretion of the County.

3.7 It is the sole responsibility of the submitting SOQ to ensure that its SOQ is received before the submission deadline. Prospective contractors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any SOQs received after the scheduled closing time for receipt of SOQs, as stated in RFSQ, Part A, Overview, Section 4.0, Procurement Timetable, will be returned to the sender unopened. Timely hand-delivered SOQs are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

3.8 Subsequent Submission Periods: This RFSQ shall remain open from the time of its release and for the duration of any resulting contracts. During this RFSQ period, the County may release addenda to announce new periods for submitting SOQs under this RFSQ, should the County have the need for additional or replacement education consultant contracts.

4.0 PRECAUTIONS REGARDING SOQ SUBMISSION

4.1 Any SOQ that deviates from the format and/or the submission procedure may be rejected without review, at the County's sole discretion.

4.2 Failure to submit the correct number of copies by the required time and date may result in disqualification, at the County's sole discretion.

4.3 Prospective Contractor 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.

5.0 SOQ WITHDRAWALS

All SOQs shall be firm offers and may not be withdrawn for a period of 270 days following the last day to submit SOQs. Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

PART D - STATEMENT OF QUALIFICATIONS SUBMISSION PACKET

PART D - STATEMENT OF QUALIFICATIONS SUBMISSION PACKET

Section A - Prospective Contractor Qualifications	
Insert	Transmittal Letter
Insert	Table of Contents
Form 1	Prospective Contractor's Organization Questionnaire
Insert	Article of Incorporation
Insert	Secretary of State Filings - Statement of Information
Insert	Fictitious Business Name Statement (if any)
Insert	Exempt Organization Determination Letter from the Internal Revenue Service
Insert	Determination of Exemption Letter from the State of California Franchise Tax Board
Form 2	Proposed Service Delivery Sites
Form 3	List of Current Members of Board of Directors/Other Agencies
Insert	Board of Director's Resolution
Insert	Prospective Contractor's Organization Chart
Insert	Prospective Contractor's Qualifications
Insert	Approval of Short-Doyle Medi-Cal Certification
Insert	Documentation of its ability to draw down EPSDT funds
Insert	Evidence of linkage - three (3) letters of intent
Insert	Prior experience and service collaboration within the community - three (3) letters of support
Insert	Letter from Department of Mental Health – certifying the mental health treatment component of the program
Form 4	Prospective Contractor's Knowledge and Skill - Questionnaire
Form 5	Certification of "No Conflict of Interest"
Form 6	Familiarity of the County Lobbyist Ordinance Certification
Form 7	Prospective Contractor's Statement of Qualifications (SOQ) Certification
Form 8	Certification of Ownership and Financial Interest
Form 9	Attestation of Willingness to Consider GAIN/GROW Participation for Employment
Form 10	Transitional Job Opportunities Preference Application
Form 11	Certification of Fiscal Compliance
Form 12	Lists of Prospective Contractor's Commitments
Form 13	Prospective Contractor List of Contracts / References
Form 14	Revenue Disclosure

Insert	Financial Statements
Insert	Proof of Insurability
Form 15	Agency Involvement in Litigation, Labor Violations and/or Contract Compliance Difficulties
Form 16	Offer to Perform and Acceptance of Terms and Conditions
Form 17	Acknowledgement of RFSQ Restrictions
Section B - Line Item Budget and Narrative	
Exhibit A-2	Line Item Budget and Narrative
Section C – Required Attachments	
Attachment A	Contractor's Administration
Attachment B	Small Business Enterprise (SBE) / Community Business Enterprise Form (CBE)
Attachment C-1	Contractor Acknowledgement and Confidentiality Agreement
Attachment G	County of Los Angeles Contractor Employee Jury Service Program, Application for Exception and Certification
Attachment I	Equal Employment Opportunity (EEO) Certification
Attachment K	Charitable Contributions Certification
Attachment P	Certification of Compliance With the County's Defaulted Property Tax Reduction Program
Section D – Last Page of SOQ	
	Last Page of SOQ

Section A

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS

TRANSMITTAL LETTER

Please insert your transmittal letter here
Refer to Part C, Section 2.4.1 for information

TABLE OF CONTENTS

Please insert your table of content here
Refer to Part C, 2.4.1.13

FORM 1

PROSPECTIVE CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

   _____ _____ _____
   Name State Year Inc.

2. If your organization is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

   _____

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

Name	County of Registration	Year became DBA

4. Is your organization wholly or majority owned by, or a subsidiary of, another organization? ____ If yes,

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change

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

   _____

   _____

Prospective Contractor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Overview, Section 6.0, Minimum Qualifications, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

☐ **Yes**	☐ **No**	Section 6.0	Three (3) years experience, within the last five (5) years
☐ **Yes**	☐ **No**	Subsection 6.1.1	Certified by Los Angeles County Department of Mental Health (DMH) as a Short-Doyle Medi-Cal provider
☐ **Yes**	☐ **No**	Subsection 6.1.2	Ability to draw down EPSDT funds for the purposes of providing Wraparound services via its arrangement with DMH
☐ **Yes**	☐ **No**	Subsection 6.1.9	Willingness to consider hiring GAIN/GROW participants
☐ **Yes**	☐ **No**	Subsection 6.1.10	Complies with County's Child Support Compliance Program
☐ **Yes**	☐ **No**	Subsection 6.1.11	Certifies intent to comply with County's Jury Service Program

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

Prospective Contractor's Name:

_____

Address:

_____

_____

E-mail address: _____ Telephone Number: _____

Fax Number: _____

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

_____	_____
Signature	Internal Revenue Service Employer Identification Number
_____	_____
Title	California Business License Number
_____	_____
Date	County WebVen Number

INSERT ARTIICLES OF INCORPORATION

Insert Article of Incorporation here
Refer to Part C, 2.4.1.14

INSERT STATEMENT OF INFORMATION FORMS

Insert Statement of Information or applicable document
Refer to Part C, 2.4.1.15

IF APPLICABLE, PROVIDE FICTITIOUS BUSINESS NAME STATEMENT

Insert Fictitious Business Name Statement here
Refer to Part C, 2.4.1.16

IF APPLICABLE, PROVIDE EXEMPT ORGANIZATION DETERMINATION LETTER FROM THE INTERNAL REVENUE SERVICE

Refer to Part C, 2.4.1.17

IF APPLICABLE, PROVIDE DETERMINATION OF EXEMPTION LETTER FROM THE STATE OF CALIFORNIA FRANCHISE TAX BOARD

Refer to Part C, 2.4.1.17

PROPOSED SERVICE DELIVERY SITES

Administrative Office/Headquarters (AGENCY)

AGENCY Name	AGENCY Address	AGENCY Contact Person	Business Phone (P)
			Business Fax (F)
			P: ( )
			F: ( )

Service Delivery Site(s) (SITE)

SITE Name	SITE Address	SITE Contact Person	Business Phone (P)
			Business Fax (F)
			P: ( )
			F: ( )
			P: ( )
			F: ( )
			P: ( )
			F: ( )

(Please make additional copies of this form if necessary)

LIST NAMES OF CURRENT MEMBERS OF BOARD OF DIRECTORS AND OTHER AGENCIES
(Non-Public Bidder)

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

* List any other agency that you are currently a Board Member.

INSERT BOARD OF DIRECTOR'S RESOLUTION

Insert Board of Director's Resolution that satisfies the RFSQ requirements
Refer to Part C, 2.4.1.20

INSERT ORGANIZATIONAL CHART

Insert Organization Chart here
Refer to Part C, 2.4.1.21

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS
PROVIDE NARRATIVE AND ALL DOCUMENTATION DESCRIBED IN RFSQ

Refer to Part C, 2.4.1.22.1

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS
INSERT APPROVAL OF SHORT-DOYLE MEDI-CAL CERTIFICATION

Refer to Part C, 2.4.1.22.2

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS
INSERT DOCUMENTATION OF ABILITY TO DRAW DOWN EPSDT FUNDS

Refer to Part C, 2.4.1.22.3

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS

INSERT THREE (3) LETTERS – LETTERS OF INTENT
AND
INSERT THREE (3) LETTERS – LETTERS OF SUPPORT

Refer to Part C, 2.4.1.22.4

PROSPECTIVE CONTRACTOR'S QUALIFICATIONS
INSERT LETTER FROM DEPARTMENT OF MENTAL HEALTH
CERTIFYING THE MENTAL HEALTH TREATMENT COMPONENT OF THE PROGRAM

Refer to Part C, 2.4.1.23

PROSPECTIVE CONTRACTOR'S KNOWLEDGE AND SKILLS

QUESTIONNAIRE

You must answer all questions so that the COUNTY can evaluate your ability to perform the services required under the contract. Answers must be in essay format, either typed or word-processed on 8 ½" X 11" paper, with a maximum margin of 1", in 12-point font. All questions must be answered on a maximum of thirty-five (35) pages. You will be evaluated on your knowledge, experience and overall ability to perform the required services. The COUNTY may deem incomplete, inaccurate, unclear and/or illegible answers as 'non-responsive' if such answers hinder evaluator's ability to determine appropriate scoring.

Staffing Requirements/Organization

1. Provide your organization's proposed staffing plan and organization chart for your Wraparound program.

2. Explain how your organization will include Wraparound family members in the organization's governance process.

3. Explain how your organization will ensure that Wraparound program staff has a voice in the day-to-day operations of its Wraparound program.

4. Describe your process for complying with the requirement that Contractors shall respond to each child's or Family's crisis on a twenty-four (24) hours per day basis, as described in subparagraph 7.4.2 of the SOW.

5. Explain your organization's plan for supervision of Wraparound staff. How frequently will staff receive group supervision? One-on-one supervision?

6. Describe your staff's experience and training, and the operational processes that your organization will use to facilitate the utilization of former clients and/or family member as paid staff. Detail your experience with former clients and/or family members as volunteers, employees, and paid staff, including transition plans, training, mentoring, and staff development.

7. Describe your continuous staff development (not limited to former or current clients) for your entire organization. Provide detail of your employee training program including your curriculum and proposed 18 months training schedule.

Criminal Background Checks

8. Thoroughly describe your process required for obtaining the criminal background checks of Wraparound program staff in section 4.1.1 of the SOW.

Required Knowledge

9. Describe your organization's collective knowledge of and/or familiarity with regulations for managing foster youth and Probation youth, including California Health & Safety Code, Title 22 of the California Code of Regulations, Welfare and Institution Code, and the Penal Code.

Program Policies and Procedures

10. How will you ensure that your written policies and procedures, operational and training manuals remain consistent with the Statement of Work of the RFSQ? Include flow charts.

Supervision and Support

11. Describe your organization's overall 24 hour/7 days-per-week operational delivery process? Provide explicit detail as to all aspects.

Operational Performance

12. How will your organization ensure that its Wraparound program staff complies with the requirements of section 7.2 of the SOW?

13. How is your organization positioned (location, involvement, and relationship) to effectively provide and arrange services in the communities it plans to serve?

14. Tell us how your organization has effectively collaborated with community and County partners in providing services. In addition, explain how you plan to collaborate with community and County partners in providing Wraparound services.

Performance Based Outcome Measures and Quality Assurance Plan

The Quality Assurance Plan utilized by the Prospective Contractor must be a comprehensive plan that covers required services specified in PART H, Statement of Work, and Exhibit A-1, Performance Requirement Summary (PRS). The plan shall include an identified monitoring system covering all the services listed in the PRS and methods for identifying and preventing deficiencies in the quality of services, specifically, the following factors must be included in the plan:

15. Explain how your organization will track outcomes of its performance in accordance with the Performance Measure Summary/Goals Regarding Safety, Permanency, and Well Being specified in the SOW.

16. What activities will you monitor to ensure compliance with all Contract requirements?

17. Describe your monitoring method and frequency to ensure quality assurance.

18. What is the title/level and qualifications of your staff performing monitoring functions for the Wraparound program?

19. What is your organization's process for responding to notices from the County about Contract non-compliance? Include flow charts.

20. What is your organization's process for incorporating into the delivery service plan, all monitoring results, including any corrective action taken? Include flow charts.

Note: Insert a copy of your proposed quality assurance plan behind your answers in response to this Form 4.

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;

Profit-making firms or businesses in which employees described in Subsection A serve as officers, principals, partners, or major shareholders;

Persons who, within the immediately preceding twelve (12) months came within the provisions of Subsection A and who;

Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or

Participated in any way in developing the contract or its service specifications; and

Profit-making firms or businesses in which the former employees described in Subsection C serve as officers, principals, partners, or major shareholders.

Bidder hereby declares and certifies that no employee, nor any other person acting on Bidder's behalf, who prepared and/or participated in the preparation of this Bid, is within the purview of County Code Section 2.180.010 as above defined.

_____

Bidder Name

_____

Bidder Official, Title

_____

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Prospective Contractor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. The Prospective Contractor also certifies that all persons acting on behalf of the Prospective Contractor's organization have and will comply with it during the solicitation process.

_____

Prospective Contractor's Name:

_____

Prospective Contractor's Official, Title:

_____

Official's Signature:

PROSPECTIVE CONTRACTOR'S CERTIFICATION

_____ (hereafter "Contractor")
(PROSPECTIVE CONTRACTOR'S ORGANIZATION NAME)
hereby certifies that the information submitted by Contractor named above in response to Los Angeles COUNTY's Request for Statement of Qualifications (RFSQ) for Wraparound Approach Services for COUNTY's Department of Children and Family Services is true and correct to the best of Contractor's information and belief.

This shall constitute a warranty, the falsity of which shall entitle the county to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

_____
(SIGNATURE OF PROSPECTIVE CONTRACTOR'S AUTHORIZED OFFICIAL)

_____
(PRINT NAME)

_____
(PRINT TITLE)

_____
(DATE)

PROSPECTIVE CONTRACTOR'S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

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

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

_____ _____
Print Name and Title Address

_____ _____
Telephone Number Contact Person

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

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

_____
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the Statement of Qualifications to the County.

_____
Date

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

Yes_____ No_____
If yes, provide name of business:

_____ _____
Print Legal Name of Business Address

_____ _____
Telephone Number Contact Person

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

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

_____
Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the Statement of Qualifications to the County.

_____
Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Prospective Contractor shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the opening. Additionally, Prospective Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Prospective Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Prospective Contractor shall complete, sign, and return with their Statement of Qualifications this form. Prospective Contractors who are unable to meet this requirement shall not be considered for a contract award.

Prospective Contractor shall complete all of the following information, sign where indicated, and return this form with their Statement of Qualifications:

A. Prospective Contractor has a proven record of hiring GAIN/GROW Participants.

[ ] YES **[ ]** NO (Subject to verification by County)

B. Prospective Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Prospective Contractor is willing to interview qualified GAIN/GROW participants.

[ ] YES **[ ]** NO

If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW Participants:

Name Telephone No.

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

[ ] YES **[ ]** NO **[ ]** N/A (program not available)

PROSPECTIVE CONTRACTOR

By:_____
(TYPE OR PRINT NAME OF FIRM)

_____ _____
(TYPE OR PRINT NAME OF FIRM) (TYPE OR PRINT NAME OF FIRM)

FORM 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ❑ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years *(attach IRS Determination Letter)*;
- ❑ I have submitted my three most recent annual tax returns with my application;
- ❑ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ❑ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	***APPROVED***	***DISAPPROVED***	***DATE***

CERTIFICATION OF FISCAL COMPLIANCE

The undersigned hereby affirms that the Prospective Contractor utilizes commonly accepted accounting procedures and maintains internal controls and procedures necessary for the monitoring of any resultant contract award. A copy of the Prospective Contractor's latest (within 18 months) independent financial auditor's report and financial statements plus all management letters or reports on internal accounting procedures are appended. If no audit has been conducted, a statement to that affect must be included and may be considered in evaluating this proposal.

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

_____

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

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the Statement of Qualifications.

_____

Date

LIST OF COMMITMENTS

_____
Legal Name of Agency

❒ Yes, there are commitments (please list below).
❒ No, there are no commitments.

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

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

_____
Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the Statement of Qualifications to the County

_____
Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the Statement of Qualifications to the County

_____
Date

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS / REFERENCES

List all contracts completed during the last five years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and phone number of the contact person on the contract. A minimum of three (3) contracting agencies may be contacted. If none, write "NONE" in box number 1.

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFSQ? Yes/No	Location of Service Provided
1.						
Contact Person:	Telephone #: ( )		Fax #: ( )			

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFSQ? Yes/No	Location of Service Provided
2.						
Contact Person:	Telephone #: ( )		Fax #: ( )			

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFSQ? Yes/No	Location of Service Provided
3.						
Contact Person:	Telephone #: ( )		Fax #: ( )			

(Please make additional copies of this form if necessary)

REVENUE DISCLOSURE

_____
Contractor's Name

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

INSERT AUDITED FINANCIAL STATEMENTS

Insert last three years of the Proposer's audited financial statements
Refer to Part C, 2.4.1.36

PROOF OF INSURABILITY

Please insert insurance document
Refer to Part C, 2.4.1.37

INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

_____
(NAME OF PROSPECTIVE CONTRACTOR)

Please answer "YES" or "NO" to the following questions. If a "YES" answer is marked, please attach a separate sheet and explain fully the circumstances and include discussion of the potential impact on the Prospective Contractor's Statement of Qualifications (SOQ), if any. As part of the SOQ 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 SOQ if false or incorrect information is submitted by the Prospective Contractor.

a.	Is the Prospective Contractor currently, or within the past seven (7) years, involved in litigation?	YES [ ]	NO [ ]
b.	Is the CEO, President, Executive Director or Owner currently, or within the past seven (7) years, involved in litigation related to the administration and operation of the Prospective Contractor?	YES [ ]	NO [ ]
c.	Are any of the Prospective Contractor's staff members unable to be bonded?	YES [ ]	NO [ ]
d.	Have there been unfavorable rulings by a funding source against the Prospective Contractor for improper activities/conduct or contract compliance deficiencies?	YES [ ]	NO [ ]
e.	Has the Prospective Contractor or Prospective Contractor's CEO, President, Executive Director or Owner ever had public or foundation funds withheld?	YES [ ]	NO [ ]
f.	Has the Prospective Contractor or Prospective Contractor's CEO, President, Executive Director or Owner refused to participate in any fiscal audit or review requested by a government agency or funding source?	YES [ ]	NO [ ]

EXPLANATION (Please use separate page):

_____
Name and Title (e.g., Chairperson, Secretary, Director of the Board of Directors)

_____
Authorized Signature

_____
Date

OFFER TO PERFORM
AND
ACCEPTANCE OF TERMS AND CONDITIONS

_____ (Prospective Contractor's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Statement of Qualifications (RFSQ) for Los Angeles COUNTY under all the terms and conditions specified in the Agreement included therein and agrees that this offer shall remain irrevocable up to and including 180 days following the RFSQ submission due date stated in this RFSQ.

_____

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

_____

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

_____

Date

ACKNOWLEDGEMENT OF RFSQ RESTRICTIONS

A. Prospective contractor acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFSQ.

B. Prospective contractor understands that if it is determined by the County that the prospective contractor did participate as a consultant in this RFSQ process, the County shall reject this Statement of Qualifications.

_____

Name of Firm

_____

Print Name of Signer | Title

_____

Signature | Date

Section B

Line Item Budget and Narrative

INSERT A CURRENT LINE ITEM BUDGET AND NARRATIVE

Refer to Part C, 2.4.2

Section C

Required Attachments

ADMINISTRATION OF CONTRACT
PROSPECTIVE CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
CONTRACT NO. _____

PROGRAM MANAGER:
Name: _____
Title: _____
Business _____
Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

AUTHORIZED OFFICIAL(S)
Name: _____
Title: _____
Business _____
Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Business _____
Address: _____
Bus. Telephone: _____
Facsimile: _____
E-Mail Address: _____
Notices to Prospective Contractor shall be sent to the following address:

Address: _____
_____

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER:_____

☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

My County (WebVen) Vendor Number: _____

II. 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.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:**_____

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

My County (WebVen) Vendor Number: _____

II. 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.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latin	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

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: _____

ATTACHMENT G

COUNTY OF LOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

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

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

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

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

☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

ATTACHMENT G

"Contractor Employee Jury Service"

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

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

ATTACHMENT I

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

_____
Contractor's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

1.	The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.	YES **[ ]**	NO **[ ]**
2.	The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.	YES **[ ]**	NO **[ ]**
3.	The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	YES **[ ]**	NO **[ ]**
4.	Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables.	YES **[ ]**	NO **[ ]**

_____
Name of Firm

_____
Print Name and Title

_____ _____
Authorized Signature Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

Section D

Last Page of SOQ

LAST PAGE OF SOQ

The last page of the SOQ must list names of all joint ventures, partners, subcontractors or others having any right or interest in the contract or the proceeds thereof. The page must include the signature of the person(s) authorized to bind the Prospective Contractor in a Contract:

Respectfully submitted,

_____
(Prospective Contractor's Legal Name)

By _____
(Signature)

Print Name _____

Title _____
(Chairman of the Board, President or Vice President)

By _____
(Signature)

Print Name _____

Title _____
(Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Los Angeles, California

Date _____

Address _____

_____

City _____

State: _____ Zip Code _____

Telephone _____ Fax _____

Federal Tax Identification Number _____

PART E - SELECTION PROCESS AND EVALUATION CRITERIA

1.0 SELECTION PROCESS

The selection process consists of two parts. The first part is a pass or fail determination of responsiveness and responsibility. The second part is a scored substantive evaluation of the SOQ based on responses to a questionnaire. However, at any time, an SOQ may be found to be non-responsive and a prospective contractor may be found to be non-responsible.

2.0 PART ONE: PASS OR FAIL DETERMINATION

2.1 Determination of Prospective Contractor Responsiveness

2.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a "Responsive Prospective Contractor" means one whose SOQ complies with all requirements of this RFSQ.

2.1.2 County will review and evaluate each SOQ to determine if the prospective contractor complies with requirements of this RFSQ. Any prospective contractor who does not meet the minimum requirements may be disqualified and their SOQs eliminated from any further consideration.

2.1.3 County will evaluate each SOQ received to determine if the prospective contractor complies with the requirements of this RFSQ, including format and submission requirements set forth in PART C of the RFSQ. The County, at its sole discretion, may accept SOQs that substantially comply with the requirements of this RFSQ.

2.2 Determination of Prospective Contractor Responsibility

2.2.1 Pursuant to Section 23-601.24 of the CDSS Manual of Policies and Procedures, a "Responsible Prospective Contractor" 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.

2.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible prospective 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.

2.2.2.1 County will determine whether the prospective contractor is responsible based, in part, on review of the prospective contractor's performance on any contracts, including but not limited to County contracts.

2.2.2.2 County will review all information provided in the SOQs, including, but not limited to: 1) information provided on Form 13, Prospective Contractor's List of Contracts; 2) information provided on Form 15, Involvement in Litigation and/or Contract Compliance Difficulties; and 3) all available records to determine if a prospective contractor has the ability to comply with the proposed delivery or performance schedule specified in Part H, Statement of Work.

2.2.2.3 County will review information submitted in SOQs and performance data to determine whether a prospective contractor has any record of unsatisfactory performance, lack of integrity, poor business ethics, or is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

2.2.3 Non-responsible Prospective Contractor

County may declare a prospective contractor to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the prospective contractor has done any of the following: 1) violated a term or condition 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 prospective contractor's quality, fitness or capacity to perform a contract with the County, and 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.

2.2.4 Intention to Recommend to the Board of Supervisors

If DCFS finds evidence that the highest scored, qualified, prospective contractor is non-responsible, DCFS shall notify the prospective contractor in writing of such evidence relating to the prospective contractor's non-responsibility, and its intention to recommend to the Board of Supervisors that the prospective contractor was found to be non-responsible. DCFS shall provide the prospective contractor, and/or its representative, with an opportunity to present evidence as to why the prospective contractor should be found to be responsible and to rebut evidence, which is the basis for the department's recommendation.

2.2.5 Recommendation to the Board of Supervisors

If the prospective contractor presents evidence in rebuttal to the department, DCFS 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 prospective contractor shall reside with the Board of Supervisors.

3.0 PART TWO: SOQ EVALUATION

3.1 SOQs that comply with the requirements of this RFSQ, as specified in Part A, Section 6.0, Prospective Contractor's Minimum Qualifications, will be evaluated and scored based on the criteria listed below. If prospective contractor is found to be both responsive and responsible in Part One above, their SOQ will be evaluated using the Informed Averaging method of evaluating and scoring, in accordance with County policy.

3.2 The total possible score that an SOQ can receive is **3000 points**. One or more, prospective contractors who have been determined responsive and responsible and who receive the highest scores will be recommended for a contract award, depending on the needs of the County. The following will be evaluated and scored:

3.2.1 Knowledge and Skills

SOQ will be scored based on the information provided in response to Form 4, Prospective Contractor's Knowledge and Skill – Questionnaire, found in Part D, SOQ Submission Packet, Section A, Prospective Contractor's Qualifications, which is designed to determine the prospective contractor's knowledge of the regulations, processes and policies necessary to provide the services specified herein.

3.3 The review may include current and prior contract compliance problems including, but not limited to, "Do Not Refer" and/or "Do Not Use" status, a review of the documents submitted (licenses, letters of support, etc.), a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against Prospective Contractor.

3.4 Service Delivery Site(s); Personnel Report(s); Program Description(s); and Program Statement(s)

COUNTY staff will review and verify the validity of SPA numbers, office locations, licenses, etc. submitted in the SOQ;

3.5 Financial Capability

COUNTY staff will review the financial information submitted in Section A of the SOQ to determine the financial capability of Prospective Contractor;

Required Forms

All required forms must be included in the SOQ as specified in PART C, INSTRUCTIONS TO PROSPECTIVE CONTRACTORS, Section 2.0, Preparation and Format of SOQ.

4.0 NOTIFICATION OF AWARD

4.1 Prospective contractor will be notified in writing of the final selection.

4.2 The winning prospective contractor shall be prepared to enter into a contract with the County, which will be substantially the same as the Sample Contract, Statement of Work, Exhibits, and Attachments included in the RFSQ.

4.2.1 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.

4.3 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.

4.4 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 SOQs and the terms of any resultant Contract.

5.0 FORMAL APPROVAL OF CONTRACT

5.1 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 an SOQ and the terms of any resultant contract, and to determine which SOQ(s) best serve(s) the interests of the County.

5.2 The 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.

5.3 Acceptance or recommendation of an SOQ does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

6.0 SELECTION PROCESS DISCLAIMER

6.1 The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate, and select the successful SOQ(s).

6.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.

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

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

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

Vendor Name:	Date of Request:
Project Title:	Project No.

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

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

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

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

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

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

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Vendor:_____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter.**

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Request Due:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST AN RFSQ PROPOSED CONTRACTOR SELECTION REVIEW

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

The above-referenced vendor, a proposer with respect to the above-referenced solicitation, is requesting a **Proposed Contractor Selection Review** based on the assertions shown below. Vendor understands that this request **must be received** by the County within _____ days of the Debriefing Meeting.

Vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

_____

Vendor must provide detailed factual support for each reason checked above. The support must be sufficiently detailed to demonstrate that, but for the reasons checked above, the vendor would have been the highest-scored proposer. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date of Debriefing Meeting:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:

TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

For the reasons stated in the above-referenced vendor's Transmittal Form to Request a Proposed Contractor Selection Review (PCSR) and any permissible additional reasons stated below, the vendor is requesting a County Review Panel. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**.

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

_____

Vendor understands that these additional reasons will only be considered at the County Review Panel Meeting if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the highest-scored proposer and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered at the County Review Panel Meeting. Vendor has included all documents and other material needed to support the assertions.

Please check one:

- ☐ I will have legal counsel at the County Review Panel Meeting
- ☐ I will *not* have legal counsel at the County Review Panel Meeting

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Request Due: _____

Reviewed by:

Date request submitted to the CEO to convene a Panel:

Date of County Review Panel Meeting:

Date report due from Panel:

Date report sent by Department to Vendor: _____

Results of Panel Report: ☐ Protest Denied ☐ Protest Valid
Comments:

_____

_____

_____

_____

PART G

WRAPAROUND APPROACH SERVICES CONTRACT
(CFDA # 93.658)

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

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

November 1, 2011

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
WRAPAROUND APPROACH SERVICES CONTRACT

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Contract Number: _____

COUNTY OF LOS ANGELES
WRAPAROUND APPROACH SERVICES

CONTRACT
FOR

WRAPAROUND APPROACH SERVICES (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2011, by and between

COUNTY of Los Angeles
hereinafter referred to as
"COUNTY"

and

_____
hereinafter referred to as
"CONTRACTOR".

RECITALS

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

WHEREAS, the COUNTY desires to provide Wraparound Approach Services pursuant to the provisions of the Welfare and Institutions Code (WIC) Section 18250, under the Catalog for Federal Domestic Assistance Number 93.658; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to stabilize children with multiple, complex, and enduring needs and provide them with a permanent home maintained by a range of community-based services and supports;

WHEREAS, pursuant to the provisions of Senate Bill 163 (SB 163), the Wraparound Approach is established in the State of California; and

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

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

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PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, “Changes and Amendments” and signed by both parties.

1.2 Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3 and Exhibit B, Attachments.

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

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

B. “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

C. “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

D. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

F. “COUNTY Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

G. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

H. “DCFS” - means COUNTY’s Department of Children and Family Services.

I. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.

J. “Fiscal Year(s)” - means the 12 month period beginning July 1st and ending the following June 30th.

K. “Maximum Contract Sum” - means the total amount to be paid under this contract.

L. “Participant” - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

M. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

N. “Subcontract” - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

2.1 The term of this Contract shall commence on _____, or the date of execution by the Directors of DCFS, DMH, and the Probation Department, whichever is later, and shall expire on April 30, 2012, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods. Each such option and extension shall be exercised by written notice to the CONTRACTOR at the sole discretion of the Director of DCFS, or designee, with approvals from the Director of DMH and the Chief Probation Officer.

2.3 The term of this Contract may also be extended by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond April 30, 2014, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, by the Director of DCFS or designee, with approvals from the Directors of DMH and the Chief Probation Officer.

2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager.

2.5 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

3.0 CONTRACT SUM

3.1 <u>Tier I Monthly Rate</u>
The monthly rate paid by COUNTY to CONTRACTOR is $4,184 per month, per child who receives Wraparound Services under Tier I, in accordance with Exhibit A, Statement of Work.

3.1.1 For children who must be placed in out-of-home care, the COUNTY will pay the CONTRACTOR Tier I rate, minus any concurrent placement costs. However, Wraparound Services may be suspended by the Interagency Screening Committee (ISC) if such placements are longer than thirty (30) days.

3.1.2 The rate paid to the CONTRACTOR for Tier I Wraparound Services will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment.

3.1.3 The Tier I rate will be revisited after a one year period of studying actual CONTRACTOR costs, based upon a methodology to be developed jointly by COUNTY and Wraparound CONTRACTORS. Regardless of the results of the one year period of studying actual CONTRACTOR costs, COUNTY shall not be obligated to change the Tier I rate, and the provisions of this subsection 3.1.3 shall not constitute an agreement by COUNTY to change the Tier I rate at any time during the term of this Contract.

3.2 Tier II and Tier II-Full Service Partnerhip (FSP) Monthly Rate
The monthly rate paid by COUNTY to CONTRACTOR is $1,250 per month, plus EPSDT subject to allocation by DMH, per child who receives Wraparound Services under Tier II or Tier II-FSP, in accordance with Exhibit A, Statement of Work. There is no rate adjustment for out-of-home care costs for Tier II or Tier II-FSP services.

3.3 The execution of this Contract does not guarantee CONTRACTOR any minimum amount of business. Referrals will be made by the COUNTY. This Contract is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the services of other agencies that are the same or similar to Wraparound.

3.4 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

3.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and 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.

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget.

3.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

3.8 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment L, COUNTY's Administration.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

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

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

COUNTY at the address shown below and provided prior to commencing services under this Contract.

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

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

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

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

result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

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

4.1.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

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

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

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

4.1.8 Sub-Contractor Insurance Coverage Requirements: CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-Contractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-Contractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

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

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

4.1.11 Application of Excess Liability Coverage: CONTRACTORs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

4.2 Insurance Coverage Requirements:

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

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

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

4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations,

coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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

5.0 INVOICES AND PAYMENTS

5.1 Invoices

5.1.1 For each child placed by COUNTY for whom services have been provided, CONTRACTOR shall invoice COUNTY monthly in arrears as of the last day of the month during which services are rendered, using the format provided by COUNTY in Exhibit B. The billing shall indicate the services for which reimbursement is being requested, and shall include the last and first name of each child, each child's State of California case number, monthly rate, the number of days each child received Wraparound for that month, aid type, RCL number, and facility type (group home, foster family agency, foster home, or group home). Billing shall be forwarded to COUNTY by the twentieth (20th) calendar day of the following month.

CONTRACTOR shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Pamela Dubin**,** Program Manager
425 Shatto Place, Room 303
Los Angeles, CA 90020

CONTRACTOR shall send a copy of each invoice to:

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

Upon receipt of CONTRACTOR's monthly invoice, Accounting Services shall forward the invoice to the Wraparound Program Manager or designee for review and approval. The Wraparound Program Manager shall review the detailed charges to ensure that charges are in accordance with the Contract terms and that invoiced services have been rendered to each child.

5.1.2 CONTRACTOR shall submit a pro-rated invoice for placements lasting less than a full month, to be paid by COUNTY in accordance with PART I, Section 5.2, Payments, of this Contract. Questions regarding billing should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.

5.1.3 COUNTY will provide written notice to CONTRACTOR within ten (10) business days of any changes in child's status that directly affect payment or billing. COUNTY will inform CONTRACTOR of procedure to follow if notice is not provided pursuant to this Section.

5.1.4 The last and final invoice for the Contract period shall be submitted by the CONTRACTOR within sixty (60) days following the end of the Contract period. If CONTRACTOR is unable to provide the final invoice within the 60-day period, the CONTRACTOR shall notify in writing both the Accounting Services Division, Attention: Contract Accounting Services, and the Wraparound Program Manager of the reason(s) why CONTRACTOR cannot comply with this requirement, at the respective addresses given above in Section 5.1.1. Along with this notification, CONTRACTOR shall provide the estimated reimbursement per child, estimated total amount of the last and final invoice, and the anticipated date of submission of the last and final invoice.

5.2 Payments

5.2.1 COUNTY shall pay CONTRACTOR in accordance with PART I, Section 3.0, Contract Sum, for each child enrolled in Wraparound. For children who must be placed in out-of-home care, the applicable concurrent placement cost will be deducted from the monthly rates for such children.

5.2.2 Payments for placements lasting less than a full month shall be prorated. Payment shall commence the day the child is placed with CONTRACTOR and terminate the day before the child is removed.

5.2.3 In the event a child is detained in a COUNTY facility as a result of delinquency, or hospitalized, Wraparound will normally continue to both the child and Family to resolve crisis issues and to prepare for the child's return home. During this period of time, the designated slot shall be held for the child, and CONTRACTOR shall continue to provide services and supports and continue to receive the full monthly rate. Most of these occurrences will last only a few days. In the event the child's absence will exceed thirty (30) days, the Child and Family Plan of Care will be reviewed by the Child and Family Team and a recommendation made to the ISC regarding continuing or suspending services. The ISC shall decide when and whether to suspend Wraparound for the duration of the child's absence and free the slot for use by another Family/child. Upon the child's return, attempts will be made to return the Family/Child to the same slot, if it is still available, and full services will be resumed.

5.2.4 A child may be disenrolled from Wraparound for any of the following reasons:

5.2.4.1 The Plan of Care goals have been accomplished (as determined by the Child and Family Team, with the ISC's concurrence);

5.2.4.2 The child ages out (children may continue in foster care status, and thus Wraparound, until their eighteenth (18th) birthday, or until their nineteenth (19th) birthday if they are still enrolled in high school and are expected to graduate by age nineteen (19);

5.2.4.3 The child and Family move out of the geographic area or the child is removed from the jurisdiction;

5.2.4.4 The court terminates or dismisses jurisdiction;

5.2.4.5 The court issues an order that the child will be disenrolled;

5.2.4.6 Removal of the child from Wraparound is necessary for the safety and well-being of the child, as determined by COUNTY, the assigned Department of Children and Family Services' Children Services Worker, the assigned

Probation Department's Deputy Probation Officer, and/or the Department of Mental Health worker;

5.2.4.7 The child is committed to the California Youth Authority; or

5.2.4.8 The Child and Family Team agrees that the child and Family needs can be adequately served by generic community resources.

5.2.5 COUNTY shall make every effort to pay CONTRACTOR the amount due within thirty (30) calendar days after receipt of an invoice. Retroactive and supplemental increases in payment to the CONTRACTOR shall not be bound by the thirty (30) calendar-day payment goal. Questions regarding payment should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.

5.3 Payment Errors

5.3.1 CONTRACTOR shall notify COUNTY within thirty (30) days of the receipt of any payment that is incorrect. Notification is made by completing the Payment Resolution Notification Form (COV 71) and sent to Finance Services Division, Attention: Contract Accounting Section, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Interest charges may be assessed from the thirtieth (30th) day following identification and written notification of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand. COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds in accordance with PART I, Section 6.0, Use of Funds, of this Contract. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) days of written notice of payment resolution to CONTRACTOR.

5.3.2 In the event COUNTY identifies an excess payment made to CONTRACTOR, COUNTY will notify CONTRACTOR of such in writing. CONTRACTOR shall within thirty (30) calendar days of the Date of Receipt of such notice, return the excess payment to COUNTY, execute an agreement to pay within another mutually

agreed upon time frame, or register a written notice of dispute, with accompanying documentation, to:

Bureau Deputy Director
Bureau of Finance
Department of Children and Family Services
425 Shatto Place, Room 300
Los Angeles, CA 90020

The Bureau Deputy Director will attempt to provide a written response to such dispute within thirty (30) calendar days of the receipt of the written notice of dispute.

5.3.3 CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) days after the date of the Bureau Deputy Director's or COUNTY Program Manager's decision.

5.3.4 Upon final determination of the amount owed, if CONTRACTOR refuses or is unable to repay the amount owed, COUNTY, at its sole discretion, may collect directly or refer the case to the appropriate COUNTY agency.

5.3.5 COUNTY may charge interest, as described in Section 5.3.1 above, if payment errors are not promptly repaid.

5.3.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.

5.3.7 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the monthly payment rate as defined in PART I, Section 4.1, Monthly Rate.

5.4 Reporting

5.4.1 CONTRACTOR must have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions including contracting billing records management and quality assurance.

5.4.2 Each CONTRACTOR shall maintain separate accounting records for the Wraparound Program in this Agreement, and shall provide

within thirty (30) days of the close of each COUNTY Fiscal Year an accounting of revenue and expenditures for the Wraparound Program, to be sent to Accounting Services Division, Attention: Contract Accounting Services, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Revenue shall include only revenue received from COUNTY pursuant to this Agreement, and expenditures shall include the related expenses of this program paid with said revenue.

5.5 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number to COUNTY.

6.0 USE OF FUNDS

6.1 CONTRACTOR shall use all funds paid pursuant to this Agreement for the benefit of Wraparound children and Families as set forth in the Statement of Work. CONTRACTOR shall expend funds on reasonable and allowable expenditures in providing the necessary care and services as specified in this Agreement for children placed by the COUNTY.

6.2 The monthly rate for all filled slots is provided as a funding pool. CONTRACTOR is allowed to use this pool to spend more or less on individual Families and children depending on their individual plans and needs. Funds are a resource for the child and Family, which must be tied to a plan of care and its associated budget through individualized planning and approval process. CONTRACTOR shall use funds to supplement not replace existing avenues for meeting needs.

6.3 Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures, 45 Code of Federal Regulations Part 74, and the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-profit Organizations." In the event of conflict between State and Federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to State regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit. Reasonable funds may be rolled over between fiscal years as a prudent reserve.

6.4 In addition to the monthly rate, CONTRACTOR must qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, Title IXX Medi-Cal, Early Periodic Screening Diagnosis and Treatment (EPSDT), Temporary Assistance to Needy Families (TANF), and Healthy Families.

6.5 Agency staff must be able to access the agency's funding pool in a timely manner. In some instances this may be as short as two (2) hours if there is an urgent need.

6.6 Funds remaining in the agency's funding pool at the conclusion of a contract period, at the termination of the Agreement by either the COUNTY or the CONTRACTOR, shall be returned to the COUNTY to fund COUNTY child welfare services.

6.7 Effective July 1, 2007, no additional State funds will be deposited into the MCP. CONTRACTOR must return its surplus funds as identified by the COUNTY as specified in subsections 6.7.2 and 6.7.2.1 below shall be deposited into the MCP. Any unused funds in the MCP will be available until the MCP is fully depleted. The MCP will be used to provide support for specifically identified needs which far exceed the current case rate funding for (a) current high needs Wraparound youth, (b) current Wraparound youth that are temporarily placed (maximum of 6 months), (c) graduated Wraparound youth who are no longer involved with DCFS, DMH and/or Probation, and who have a specific unmet need, (d) EPSDT match, (e) respite beds for Wraparound youth.

6.7.1 Representatives from DCFS, DMH, Probation, a Wraparound parent partner/advocate, and two (2) Wraparound Agency CONTRACTORs will supervise the MCP and will meet regularly to review requests from CONTRACTORs for use of the funding in the MCP.

6.7.2 The CONTRACTOR must submit quarterly financial statements to COUNTY to assess any surplus the CONTRACTOR may have accumulated. The first quarterly financial statement shall be due three (3) months from the Contract start date, and subsequent financial statements shall be due every three months thereafter.

6.7.2.1 Any surplus funds that CONTRACTOR accumulates above ten percent (10%) of their operating costs (direct and indirect costs associated to provide Wraparound services) shall be required to be returned to COUNTY and added to the MCP every six (6) months, beginning one year from the date the first child is enrolled by the CONTRACTOR, under this Contract.

6.7.2.2 The CONTRACTOR's “indirect costs” for Wraparound may not exceed 15% of their total Wraparound program costs. For a definition of “indirect costs”, please refer to Exhibit C, Attachment E, AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATIVE HANDBOOK, Cost Principles, Sub-section 2.2.

7.0 NOTICES

7.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

COUNTY of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to Contractor shall be sent to Contractor

Contractor: _____

Address: _____

City, State, ZIP: _____

Attention: _____

Phone: _____

Fax: _____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR. Addresses may be changed by either party giving ten (10) days’ prior written notice thereof to the other party.

7.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the

CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.2 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 Local Small Business Enterprise.

8.3 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 Local Small Business Enterprise.

8.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise 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:

8.4.1 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;

8.4.2 In addition to the amount described in Sub-Section 8.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

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

8.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

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

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

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Manager

1.1.1 CONTRACTOR's Program Manager is designated in Exhibit C, Attachment A, CONTRACTOR's Administration. The CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Manager.

1.1.2 CONTRACTOR's Program Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor 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 Manager.

1.3 Confidentiality

1.3.1 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.

1.3.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

1.3.3 CONTRACTOR shall inform all of its directors, officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

1.3.4 CONTRACTOR shall sign and adhere to the provisions of Exhibit C, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."

1.3.5 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit C, Attachment C-2, CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement.

1.3.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit C, Attachment D, CONTRACTOR's Non-Employee Acknowledgement and Confidentiality Agreement.

1.3.7 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

1.3.8 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.

1.3.9 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 1.3.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 1.3.8 shall be conducted by

CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

1.3.10 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.

1.3.11 Confidentiality Requirements for Probation

1.3.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

1.3.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Attachment O, Confidentiality of CORI Information, in Exhibit C, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with PART II, Section 8.0, Changes and Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT BY CONTRACTOR

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the

Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BACKGROUND AND SECURITY INVESTIGATION

6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background

investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.

6.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

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

6.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

6.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 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.

8.0 CHANGES AND AMENDMENTS

8.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 8.0.

8.2 The Director of DCFS, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors to increase or decrease the Maximum Annual Contract Sum by no more than ten percent of the Maximum Contract Sum, if necessary to accommodate any unanticipated increase or decrease in units of service, only under the following conditions as applicable:

8.2.1 The amendment shall be in compliance with applicable COUNTY, State and federal regulations; and

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

8.2.3 Prior approvals are obtained from the Director of DMH and the Chief Probation Officer; and

8.2.4 Prior CEO approval is obtained and notice given to County Counsel.

8.3 Except as provided in this section, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, in the event the Directors and Chief Probation Officer has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.4 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS, and

executed by the CONTRACTOR and the Director of DCFS, with the approvals from the Director of DMH and the Chief Probation Officer.

9.0 CHILD ABUSE PREVENTION REPORTING

9.1 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.

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

9.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

9.2.2 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.

9.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

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

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

10.1.2 As required by 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).

10.2 Termination for Breach of Warranty to Maintain 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 CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to PART II, Section 53.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

11.0 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 C, Attachment B.

12.0 COMPLAINTS

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

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

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

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

12.2.3 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.

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

12.4 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.

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

13.0 COMPLIANCE WITH APPLICABLE LAWS

13.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

13.1.1 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.

13.1.2 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).

13.2 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.

13.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 13.0 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.

14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

15.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

15.1 Written Employee Jury Service Policy

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

15.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (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 ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 15.0. The provisions of this Sub-section 15.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

15.1.3 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.

15.1.4 CONTRACTOR's violation of this Section 15.0 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.

16.0 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.

17.0 CONFLICT OF INTEREST

17.1 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.

17.2 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.

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

18.1 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.

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

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

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

20.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

21.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

21.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

21.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the

CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORs to complete the certification in Exhibit D: Required Forms, Form 6, the COUNTY seeks to ensure that all COUNTY contractors who receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor who 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 OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit C, Attachment J in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of

Attachment J, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

24.0 CONTRACTOR'S WORK

24.1 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.

24.2 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.

25.0 COUNTY'S QUALITY ASSURANCE PLAN

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

26.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

26.1 <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>:
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.

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

27.0 EMPLOYEE BENEFITS AND TAXES

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

27.2 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.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

28.1 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.

28.2 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.

29.0 EVENTS OF DEFAULT

29.1 Default for Non-Performance

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

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

29.1.2 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.

29.2 Default for Insolvency

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

29.2.1 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;

29.2.2 The filing of a voluntary petition in bankruptcy;

29.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

29.3 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.

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 FORMER FOSTER YOUTH CONSIDERATION

32.1 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 18.0 and 17.0, 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
425 Shatto Place, Suite 500
Los Angeles, CA 90010
FAX: (213) 637-0036

32.2 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).

32.3 CONTRACTOR is exempt from the provisions of this Section 30.0 if it is a governmental entity.

33.0 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.

34.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

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 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-1, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

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 Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be

COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

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 CONTRACTORs must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

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

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 Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

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 DCFS 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 (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

42.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director 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 Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit C, Attachment H.

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

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

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

45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”

45.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

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

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

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

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

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

45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

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

46.0 PUBLIC RECORDS ACT

46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to PART II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

46.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

47.0 PUBLICITY

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

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

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

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

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location

in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

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

48.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

48.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

48.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

49.0 RECYCLED-CONTENT PAPER

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C, Attachment N, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 SHRED DOCUMENT

51.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these

documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

51.2 Documents for record and retention purposes in accordance with Subsection 48.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

52.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract the requirements of this Contract. Any attempt by the CONTRACTOR to subcontract may be deemed a material breach of this Contract.

53.0 TERMINATION FOR CONTRACTOR'S DEFAULT

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

53.1.1 CONTRACTOR has materially breached this Contract;

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

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

53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 53.1, 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.

53.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

53.4 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 53.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

53.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 53.1, 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 53.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

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

53.6 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.

54.0 TERMINATION FOR CONVENIENCE

54.1 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.

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

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

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

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

55.0 TERMINATION FOR IMPROPER CONSIDERATION

55.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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.

55.2 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.

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

56.0 TERMINATION FOR INSOLVENCY

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

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

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

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

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

56.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall

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

58.0 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.

59.0 REVIEW OF 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.

60.0 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.

61.0 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.

62.0 WARRANTY AGAINST CONTINGENT FEES

62.1 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.

62.2 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.

63.0 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.

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

COUNTY OF LOS ANGELES

By:

_____
Patricia S. Ploehn, LCSW, Director
Department of Children and Family Services

_____
Marvin J. Southard, DSW, Director
Department of Mental Health

_____
Donald H. Blevins, Chief Probation Officer
Probation Department

_____
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

_____
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN, COUNTY COUNSEL

BY Signature on File
Kathy Bramwell, Principal Deputy County Counsel

WRAPAROUND APPROACH SERVICES INVOICE

Exhibit B

Agency Name: _____

Address: _____

_____

_____

Date: _____

Invoice #: _____

Billing Month: _____

No.	Child's Name Last (a)	Child's Name *First* (b)	Place Type (1) (c)	State Case # (d)	Code For Fed only(F) (e)	Rate Per Month Fed or Non Fed (f)	No. of Days (g)	Amount Billed (h)	Foster Care Placement Cost (3) (i)	Net Amount Billed j=(h-i)
1	SORT BY NAME		FFA			5,994			DCFS USE	
2					F	2,997				
3										
4		Sample	FFA=Family Foster Agency,							
5			FH= Foster Home							
6			GH=Group Home,							
7			RH=Relative Home							
8										
9	ALL WRAP AGENCIES DATE 03/31/05									
10	FOR NEXT BILLING PLEASE PROVIDE THE PLACEMENT TYPE FOR EACH CASE UNDER COLUMN FOR									
11	PLACE TYPE									
12	ARMEN DCFS Wraparound.									
13										
14										
15										
	TOTAL									

(1) GH=Group Home, FFA=Family Foster Agency, FH= Foster Home, RH=Relative Home

(2) Rate Classification Level

(3) Column to be completed by Finance.

CERTIFICATION:

I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By: _____

Print Name

_____

Signature

Date: _____

Phone: _____

Approved By: _____

Print Name (Agency Representative)

_____

Signature **DATE**

DCFS Program Manager

Date _____

USE THIS SAMPLE FOR NEXT INVOICE BILLING

PART H

County of Los Angeles
Department of Children and Family Services

WRAPAROUND APPROACH SERVICES

EXHIBIT A: STATEMENT OF WORK

REVISED: August 2010

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

WRAPAROUND

STATEMENT OF WORK

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STATEMENT OF WORK
PART A – INTRODUCTION

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated 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 COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in 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 shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health,

educational, and social services systems.

- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- There is no “wrong door”: wherever a family enters the system is the right place.

- Families receive services tailored to their unique situations and needs.

- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing

values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles' health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 OVERVIEW

2.1 Wraparound started as a pilot project in Santa Clara County in response to a Title IV-E Waiver of the Social Security Act that permitted flexibility in the use of AFDC-FC (Aid to Families with Dependent Children, Foster Care) funds for eligible children. Senate Bill 163 (October 8, 1997) extended this pilot project to all of the counties in California. The State regulations for Wraparound are contained in the Welfare and Institutions Code, Sections 18250-18257. They are available on-line at http://www.leginfo.ca.gov/ at no cost.

2.2 Wraparound is a Family-centered, strengths-based, needs-driven planning process. Wraparound supports Family voice, choice and ownership of strategies to return or maintain children in their Community with normalized and inclusive community options, activities and opportunities. Wraparound requires Perseverance to create and provide a highly individualized planning process and to continue until the desirable outcomes for the child(ren) and Families are achieved.

2.3 Private, community-based Wraparound agencies facilitate the Wraparound process, which includes a Child and Family Team (CFT) for each child and Family enrolled in Wraparound. The CFTs develop, implement, monitor and revise, as needed, uniquely tailored Child and Family Plans of Care that include the strengths, needs and related strategies, services, and supports to provide *whatever it takes* to address the needs of the child and Family in order to maintain the child in a safe, nurturing, permanent, community-based setting.[1] The Wraparound process incorporates four phases as stated in Exhibit A-3, *Phases and Activities of the Wraparound Process*: Phase One Engagement and Team Preparations, Phase Two Initial Plan Development, Phase Three Plan Implementation and Phase Four Transition. *Phases and Activities of the Wraparound Process* is also available online at http://www.rtc.pdx.edu/nwi/.

2.4 DCFS has established the following priorities for their children: (1) safety; (2) permanency; and (3) well-being.

2.4.1 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the child's needs). The Performance Measure Summary and Service Tasks addressing this priority are found in Section 7.0 of this Statement of Work (SOW).

2.4.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship. The Performance Measure Summary and Service Tasks addressing this priority are found in Section 8.0 of this SOW.

2.4.3 Well-Being: This priority in the SOW refers to overall well-being of foster children including, but not limited to, educational opportunities, opportunities for psychological and social growth, as well as a number of other items

[1] CWS Manual 0100-525.41, Wraparound Approach

especially relevant to foster children. The Performance Measure Summary and Service Tasks addressing this priority are found in Section 9.0 of this SOW.

2.5 The Probation Department has established as a priority for all youth under their jurisdiction that these youth's criminogenic needs and protective factors are addressed. The disproportionate amount of social, educational, economic, and psychological issues present with so many Probation youth are directly linked to Probation's responsibility to community safety. These factors make it necessary for the Probation Department to have final decision in all services that are provided to Probation youth based on the best interests of those youth.

3.0 DEFINITIONS

3.1 The following words in this SOW shall have the meanings given below, unless otherwise apparent from the context in which they are used.

3.1.1 **Child and Adolescent Functional Assessment Scales (CAFAS)** shall be defined as a rating scale, which assesses a child's degree of impairment in day-to-day functioning due to emotional, behavioral, psychological, psychiatric, or substance abuse problems.

3.1.2 **Child and Adolescent Needs and Strengths (CANS)** shall be defined as the universal assessment tool to identify the strengths and needs of children in their school, home, and community environments. The CANS evaluates the child's functioning in terms of school performance, conduct and behavior, social relationships, moods and emotions, substance use, thinking, aggressive and self-harmful behaviors. The CANS also assesses the child's primary and substitute caregivers' ability to provide a safe and emotionally nurturing environment, including their ability and willingness to participate in recommended services. The CANS will help inform the decision about the level of intensity of services and/or the level of placement.

3.1.3 **Child and Family Plan of Care (POC)** shall be defined as the written document developed by the Child and Family Team that lists the: (1) vision and mission statement; (2) Life Domains; (3) strengths of the Family and child; (4) needs that must be addressed to achieve goals for both the Family and the lead public agency; (5) Family and community safety and crisis response plan(s); (6) type, frequency, duration, and financial responsibility for the components of the POC; (7) interventions/strategies based on the strengths and needs identified; (8) Family's signatures; and (9) desired outcomes of the Wraparound services.

3.1.4 **Child and Family Specialist (CFS)** shall be defined as the CONTRACTOR's employee who works with the Wraparound Facilitator and Parent Partner and participates in the Child and Family Team to provide direct services to the child and Family as identified in the POC. The CFS is responsible for working with children and their families in their home/out-of-home placements and their respective communities.

3.1.5 **Child and Family Team (CFT)** shall be defined as the group that is dedicated to develop and complete the POC that includes the: (1) child and parents or selected Family; (2) appropriate representative of the primary jurisdictional agency [social worker, probation officer, mental health worker, etc.]; (3) appropriate educational representative; (4) relevant counseling or mental health representative; and (5) any other persons influential in the child's and/or Family's lives who may assist in developing effective services and/or whomever the Family wants to participate. In order to ensure the Family's voice and ownership in the POC, the Family and the Family's designated community support should constitute at least fifty percent (50%) of the CFT.

3.1.6 **Community** shall be defined as the people, businesses, organizations, and adjacent business districts within a Service Planning Area (SPA), that are active or potential stakeholders in many issues and activities affecting their neighborhood(s) and business(es) in the SPA.

3.1.7 **Community-Based Services** shall be defined as a service delivery approach within the Family's Community that emphasizes strengthening the Family's ability to access traditional, non-traditional, and informal services and that: (1) supports the Family in meeting their needs; and (2) utilizes no-cost and low-cost methods of meeting their needs.

3.1.8 **Continuous Quality Improvement** shall be defined as a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies processes and procedures as needed.

3.1.9 **Critical Incident Report** shall be defined as documentation of an incident including, but not limited to: (1) death or injury of a child; (2) occurrence of an open case of maltreatment against the caregiver; (3) hospitalization of a child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the child.

3.1.10 **Disenrollment** shall be defined as when the Family, CONTRACTOR and ISC agree to terminate services after exhausting all possible ways to continue Wraparound. The Family must sign the Notice of Intent signifying their wish to end participation in Wraparound. CONTRACTOR shall continue to provide Wraparound services until the ISC signs the Notice of Intent, unless the Family refuses services.

3.1.11 **Early Periodic Screening, Diagnosis and Treatment (EPSDT)** is a federal health program for the screening, diagnosis and treatment of children. In order to utilize EPSDT funds and draw down Medi-Cal dollars, a County match is required.

3.1.12 **Facilitator** shall be defined as CONTRACTOR's employee who leads the individual CFT by: (1) following the four phases of Wraparound and all the activities identified; (2) ensuring the principles of Wraparound are adhered to

by all team members; (3) ensuring that all the strengths and needs are identified; (4) ensuring all the identified services are provided in a timely and appropriate manner; (5) being the contact point for children, families, service providers, and the Community; and (6) ensuring the County representative(s) has adequate opportunities for input and access to the team and planning process.

3.1.13 **Family** shall be defined as the adults committed to a child, who are able to meet, or support the child's needs in their Community, and may include birth, step, blended, adoptive, extended, or foster families, or legal guardians.

3.1.14 **Family Safety and Crisis Plan** shall be defined as the part of the POC that provides the child and Family with actions, contacts, responses and responsibilities to any crisis the child or Family may encounter while in Wraparound. Each POC shall have a proactive and reactive Family Safety and Crisis Plan that shall be periodically updated and reviewed by the end of the next business day following a crisis to ensure that it is accurate with respect to the child's and/or Family's needs.

3.1.15 **Freedom of Choice** shall be defined as local Mental Health Programs informing clients receiving services under the Rehabilitation Option, including parents or guardians of children/adolescents, verbally or in writing, that:

- Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.

- They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider and/or staff person/therapist/case manager.

3.1.16 **Graduated** shall be defined as successful completion of meeting the Family's goals and needs as defined by the Family and the POC. The Family and the responsible County representative must sign the Intent to Graduate form. The provider must continue to provide Wraparound until the Intent to Graduate is signed by the ISC, unless the Family refuses services.

3.1.17 **Individualized Services** shall be defined as the services in the POC relating to the specific strengths and needs of a child and/or Family including, but not limited to: (1) traditional services such as therapy, housing, educational assistance, etc.; and (2) non-traditional services such as recreation, social assistance, and naturally occurring support systems.

3.1.18 **Interagency Screening Committee (ISC)** shall be defined as an interagency screening/review team for DMH and Probation referrals, which also assigns all referrals to providers and reviews all POCs. The ISC is comprised of representatives from the Departments of Children and Family Services, Mental Health and Probation. There is at least one (1) ISC in each SPA that is responsible for screening all DMH and Probation referrals and

assigning all DCFS referrals. The ISC is also responsible for reviewing all enrollment, disenrollment, and graduation decisions regarding Wraparound cases. Responsibility for the timely review and processing of these Wraparound documents shall rest with the DCFS liaison(s). The ISC shall refer children to a CONTRACTOR to receive Wraparound, and the CONTRACTOR shall accept any child referred by the ISC without exception. The ISC shall further review all Wraparound POC reports, as well as providing support to and monitoring of the Wraparound Agencies in its SPA.

3.1.19 **Life Domains** shall be defined for Wraparound children and families as referring to the areas of safety; family; legal; emotional/behavioral; school/educational; money matters; housing/living environment; social relationships; fun/recreational; health/medical; work/vocational; and cultural/spiritual on the POC.

3.1.20 **Open Episode** shall be defined as an open case in DMH's Integrated System (IS).

3.1.21 **Parent Partner** shall be defined as an employee of a Wraparound Agency who is, or has been, the parent or primary caregiver (not foster parent) of a child who received services from one of the following COUNTY Departments: DMH, Probation Department, and/or DCFS; or from Regional Center. A Parent Partner must, at the time of hire, no longer have an open case in either the Probation Department or DCFS.

3.1.22 **Perseverance** shall be defined as a commitment to a Wraparound child and Family to successfully complete the Wraparound process without ejection by adjusting the plan and/or services to accommodate changes, crises, or new circumstances, as needed.

3.1.23 **Resources Management Process (RMP)** shall be defined as an interagency review team comprised of representatives from DCFS and DMH that is responsible for making/reviewing all enrollment decisions regarding all intensive mental health services. The RMP shall identify DCFS children that are appropriate to receive Wraparound services, and shall provide the ISC with the approved referral for provider assignment. The RMP shall work closely with the ISC and the Wraparound Administration regarding enrollment and ongoing quality assurance. The RMP ISC liaison shall report to the Wraparound Administration for regional tracking and problem solving.

3.1.24 **Respite Care** shall be defined as the provision of child care, designed to provide a needed brief period of relief or rest, either in-home or out-of-home, to parent(s), foster parent(s), or foster care eligible relatives.

3.1.25 **Self-Sufficiency** shall be defined as the Family's ability to secure the services and supports it needs to keep the child in the Community and thriving without the assistance of Wraparound, or supervision from DCFS or Probation.

3.1.26 **Service Planning Area (SPA)** shall be defined as one (1) of the eight (8) geographical regions or Children's Planning Councils in COUNTY in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.

3.1.27 **Single Case File** shall be defined as a single unified record maintained by the CONTRACTOR that includes the POC, documentation of all services and supports provided to the Family, and all other relevant child and Family information.

3.1.28 **Single Fixed Point of Responsibility (SFPR) Coordinator** shall be defined as a mental health staff person or a team designated by COUNTY who coordinates and approves: Mental Health Services; Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; Socialization; and Vocational Services. The Coordinator shall further assist the client in accessing community-based services directed toward enhancing the quality of the client's life and provide Short-Doyle/Medi-Cal utilization control through authorization of services while maintaining a comprehensive overview of the client's mental health services. The Coordinator also ensures client services at each specific Provider site are medically necessary and appropriate to minimize psychiatric dysfunction and maximize community functioning and ensures that, whenever possible, services are driven by the client's needs and desires in order to empower the client to take charge of his/her life through informed decision-making.

3.1.29 **Suspension** shall be defined as a temporary curtailment of service as approved by the ISC. The CFT will continue to make at least monthly contact with the child and Family throughout the Suspension, unless the Family refuses services. Whenever the CFT notifies the ISC that a Probation youth active in the Wraparound program is placed on suspension, the CFT shall present to the Probation liaison their recommendation regarding continuation of the Wraparound program.

3.1.30 **Tier I** shall be defined as Wraparound for children residing in, or at imminent risk of entering residential care RCL 10 and above and who are within 60 days of returning to the Community.

3.1.31 **Tier II and Tier II-FSP** shall be defined as Wraparound for children who have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment at school, home and/or in the community.

3.1.32 **Transfer** shall be defined as when: (1) a child and/or their Family moves from one SPA to another SPA; and (2) the Wraparound provider is not contracted for the new SPA, and the new location is farther than 30 miles outside of the contracted SPA; and (3) it reflects the best interest of the child. The provider will work with the ISC to complete a Transfer to another

Wraparound provider. The sending provider will continue to provide full Wraparound until the receiving provider enrolls the child and/or their Family.

3.1.33 **Wraparound Agency (WA)** shall be defined as an agency that has been granted a Wraparound contract with the County of Los Angeles Department of Children and Family Services. The WA shall assume responsibility for the organization, financing and delivery of Wraparound. WAs will provide and/or secure the services/supports as identified by each POC.

3.1.34 **Wraparound Fidelity Index**, **Version 4 (WFI-4)** shall be defined as a tool used in a multi-method approach to assess the quality of individualized care planning and management for children with complex needs and their families. The WFI-4 consists of interviews with Wraparound Facilitators, caregivers/parents, children, and/or team members. The WFI-4 shall be administered every six months by trained staff of the WA to a statistically valid random sample of at least 35%. The sample size shall be based upon the prior year's annual program census (unduplicated child count in a fiscal year) and determined by using the free Raosoft (http://www.raosoft.com/) sample size calculator with the following settings: 5% margin of error; 95% confidence level; annual program census; and 85% response distribution. The WFI-4 results shall be compiled and included in the individual WA's annual report to COUNTY.

4.0 STAFFING

4.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met:

4.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances and background checks are conducted and maintained for all of CONTRACTOR's staff and volunteers, in accordance with all applicable local, State, and federal laws and regulations. A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) will be accepted. The cost of such criminal clearances and background checks is the responsibility of CONTRACTOR, regardless of whether CONTRACTOR's staff/volunteers pass or fail the background and/or criminal clearance investigation.

4.1.2 Professional Licenses: CONTRACTOR shall obtain and maintain copies of professional licenses for applicable staff.

4.1.3 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.

4.1.4 Language Ability: CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English.

4.1.5 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 is skin test positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray) prior to commencing work under this Contract.

4.1.6 CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the requirements of this SOW, including, but not limited to, the following:

4.1.6.1 Executive Director: CONTRACTOR shall have an Executive Director who shall provide overall management and coordination of the program provided under this Contract.

4.1.6.2 Program Manager(s): CONTRACTOR shall have one (1) or more program manager(s) who shall manage all daily operations and supervise all staff except for the Executive Director.

4.1.6.3 Psychiatrist: CONTRACTOR shall directly provide outpatient mental health services and provide that a contracted psychiatrist is on-call and available to Wraparound children within twenty-four (24) hours.

4.1.6.4 Facilitator(s): CONTRACTOR shall assign a Facilitator to every Tier I Wraparound child at a maximum ratio of one (1) full-time Facilitator for every ten (10) active Wraparound children (1:10). CONTRACTOR shall assign a Facilitator to every Tier II and Tier II-FSP Wraparound child at a maximum ratio of one (1) full-time Facilitator for every fifteen (15) active Wraparound children (1:15). If, however, the number of active Wraparound children in the program is such that it would result in there being fewer than ten (10) Tier I children, fifteen (15) Tier II and Tier II-FSP children per Facilitator, CONTRACTOR may use a part-time Facilitator for these children, prorated to the number of children in the program. If the Facilitator concurrently works within other programs at the CONTRACTOR's agency, the Facilitator may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Facilitators to work with clients in geographically adjacent SPAs only.

4.1.6.5 Child and Family Specialist(s) (CFS): CONTRACTOR shall assign a CFS to every Tier I Wraparound child/Family to work directly with the child(ren) and Family in their respective environment to help them achieve a permanent placement.

4.1.6.6 Parent Partner(s): CONTRACTOR shall assign a Parent Partner to every Tier I Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). CONTRACTOR shall assign a Parent Partner to every Tier II and Tier II-FSP Wraparound family at a maximum ratio of one (1) full-time Parent Partner for every fifteen (15) active Wraparound families (1:15). If, however, the number of active Wraparound children in the program is such that it would result in there being fewer than ten (10) Tier I children or fifteen (15) Tier II and Tier II-FSP children per Parent Partner, CONTRACTOR may use a part-time Parent Partner for these children, prorated to the number of children in the program. If the Parent Partner concurrently works within other programs at the CONTRACTOR's agency, the Parent Partner may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Parent Partners to work with clients in geographically adjacent SPAs only. The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT.

If a parent/caregiver declines assignment of a Parent Partner, the parent/caregiver shall write "Assignment of Parent Partner declined at this time" on the signature page of the POC, and sign and date the POC on the Parent Partner signature line. CONTRACTOR shall periodically readdress/reassess the parent's/caregiver's need/desire for assignment of a Parent Partner. If the caregiver declines assignment of a Parent Partner, that caregiver's Family shall not be counted as part of the Parent Partner maximum ratio.

4.1.7 Single Fixed Point of Responsibility (SFPR): When a child is enrolled in Wraparound, the responsibilities of the Mental Health Services coordination shall be transferred to the WA, at the WA's prerogative, within one (1) month of the child's first contact with Wraparound. Representatives from the ISC will provide referring parties with a clear description of this requirement when a referral is received. The DMH Liaison on the ISC can assist the WA if the SFPR is not transferred in a timely manner. Once the service coordination has been formally transferred to the WA, the agency will assume all of the service coordination responsibilities for the child as the designated SFPR Coordinator. The child and Family will continue to have the Freedom of Choice of qualified providers for medically necessary services.

When an Open Episode exists, the responsibilities that the WA shall assume from the SFPR are:

- Meet face-to-face with the child and Family at least every six (6) months. This contact must include verification of Medical Necessity.
- Ensure the completion of the initial assessment. If multiple programs/agencies are providing services, the SFPR Coordinator must

ensure a single assessment and evaluation to support the need for all services delivered.

- Ensure that the child and Family have been informed of his/her Freedom of Choice.
- Discuss with the child and Family his/her needs and desires and document this information in the Client Care/Coordination Plan.
- Involve significant support persons at the request of the child and Family receiving mental health services.
- Develop the Client Care section of the Plan with the child and Family (and other support persons/agencies when applicable).
- Authorize the period of service for Mental Health Services, Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; and Socialization and Vocational Services.
- Monitor the child's progress toward meeting the Personal Milestones outlined in the Client Care section of the Plan.
- Approve initial, revised and subsequent (every twelve (12) months) Client Care/Coordination Plans.
- Document coordination in the Progress Notes.
- Obtain the signature of a Licensed Practitioner on the Client Care/Coordination Plan if the SFPR Coordinator does not meet these qualifications.
- Re-write the Client Care/Coordination Plan every twelve (12) months to make sure it is up to date and accurate according to the child's and Family's current service needs, progress, goals, etc.
- Send a copy of the Client Care/Coordination Plan to each current provider of service.
- Obtain Client Care section of the Plan from each current provider of service.

4.1.8 CONTRACTOR shall advise COUNTY's Program Manager in writing of any changes in key personnel or their designees at least twenty-four (24) hours before proposed change(s), when possible, or immediately following the change(s). CONTRACTOR shall ensure that no interruption of services occurs as a result of the change in personnel. CONTRACTOR shall immediately provide the name, address, and telephone number of the new personnel to COUNTY.

4.2 Days/Hours of Operation

Every enrolled Wraparound family shall have access to assistance twenty-four (24) hours per day, seven (7) days per week from their Wraparound provider. The optimal situation is for each Family to have 24/7 phone access to its designated CFT members (Facilitator, Parent Partner, CFS). Alternatively, an on-call staff person may be assigned to field after hours calls. However, any on-call staff person must have the ability to make direct contact with the Family's CFT if the Family requests or requires it. In any event, a working emergency phone number must be documented in the Family Safety and Crisis Plan, either a single telephone number for 24/7 access, or one for working hours and one for after hours. CONTRACTOR shall provide the name and telephone number of the contact person(s) for crisis

response and after hours services. CONTRACTOR's service delivery sites listed in Section 5.0, Service Delivery Sites, of this SOW, shall be open Monday through Friday, from 8:00 A.M. until 5:00 P.M. In addition, CONTRACTOR's Program Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY's inquiries and to discuss any problem areas. CONTRACTOR shall inform COUNTY's Program Manager, in writing, of its annual schedule of holidays.

5.0 SERVICE DELIVERY SITE(S)

5.1 CONTRACTOR shall maintain a Wraparound service delivery site in each SPA they have contracted with COUNTY to serve, throughout the term of this Contract. CONTRACTOR's services described hereunder shall be provided through specific sites as described below:

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5.2 CONTRACTOR shall request approval from COUNTY's Program Manager in writing a minimum of thirty (30) days prior to terminating services at any location(s) listed in Section 5.1 of this SOW, and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY's Program Manager.

5.3 All service delivery sites listed in Section 5.1 of this SOW shall be fully operational at the commencement of the Contract.

PART B – TARGET DEMOGRAPHICS

6.0 TARGET DEMOGRAPHICS

6.1 Children receiving Wraparound have multiple unmet needs for stability, continuity, emotional support, nurturing, and permanence. They need intervention and advocacy for behavioral improvement and educational stabilization. These needs are evidenced by substantial difficulty functioning successfully in the Family, school and Community. Most are diagnosable under the *Diagnostic and Statistical Manual of Mental Disorders IV* (DSM IV) or the *International Classification of Disease, 9th Revision, Clinical Modification* (ICD-9-CM) equivalents. Many have had a history of psychiatric hospitalizations; one (1) or more incarcerations in a juvenile facility; one (1) or more probation violations; and/or a prior history of multiple placements or emergency shelter care placements.

6.2 Children eligible for Tier I Wraparound must fall into at least one (1) of the following categories:

6.2.1 A child who has been adjudicated as either a dependent or ward o the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602 or is qualified under Chapter 26.5 of the Government Code (AB 3632) and who is currently placed in, or at imminent risk of placement within the next thirty (30) days in a group home at a Rate Classification Level (RCL) 10 or above;

6.2.2 A child who is currently placed in a RCL 10 or above and is within sixty (60) days of returning to the Community.

6.3 Children eligible for Tier II or Tier II-FSP Wraparound must have an open DCFS case, qualify for EPSDT, and have an urgent and/or intensive mental health need, which causes impairment at school, home and/or in the community.

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

CONTRACTOR shall ensure a safe environment, which provides for the well-being of each child receiving Wraparound and leads to permanence for each Wraparound child. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Contract and SOW, including, but not limited to, the service tasks described in this Part C, Sections 7.0, 8.0 and 9.0. In addition, CONTRACTOR shall meet or exceed the performance targets described on each "Performance Measure Summary" which follows (i.e., Performance Measure Summary/Goals Regarding Safety, Performance Measure Summary/Goals Regarding Permanency, and Performance Measure Summary/Goals Regarding Well Being/Education). Throughout the term of this Contract, DCFS will monitor CONTRACTOR's performance. Any failure by CONTRACTOR to comply with any of the terms of this Contract, including any failure to meet or exceed the performance targets described on each of the three (3) "Performance Measure Summary/Goals" or not fulfilling the obligations required by the service tasks in sections 7.0 through 9.0 of this SOW, may result in COUNTY's termination of the whole or any part of the Contract, at COUNTY's sole discretion.

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING SAFETY		
PROGRAM: WRAPAROUND APPROACH SERVICES		
TARGET GROUP: Children Receiving Wraparound		
OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.		
COUNTY'S OUTCOME INDICATORS	**PERFORMANCE TARGETS**[2]	**METHOD OF DATA COLLECTION**
Substantiated allegations of child abuse and/or neglect for any child while receiving Wraparound services and one (1) year after graduating from Wraparound.	90% of the children in COUNTY who are receiving Wraparound services do not have another substantiated allegation within one (1) year of starting Wraparound services under this Contract. 94% of the children in COUNTY who are receiving Wraparound services do not have another substantiated allegation within one (1) year after graduating from Wraparound.	CWS/CMS Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year. Corrective Action Plans Auditor Controller Reports

[2] While each incident of substantiated abuse or neglect that occurs must be evaluated on a case-by-case basis, COUNTY will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect. COUNTY will exercise all available remedies, including but not limited to, requiring a corrective action plan and/or providing a child services through alternative sources. Repeated incidences that increase the rate above state-wide averages for abuse/neglect will be used as a performance evaluator and may result in COUNTY's termination of the Contract, in whole or in part, at COUNTY's sole discretion.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the safety goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis should include consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

7.0 SAFETY

PERFORMANCE OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.

SERVICE TASKS:

7.1 Referral and Authorization for Services:

The ISC shall refer children to the CONTRACTOR to receive Wraparound and CONTRACTOR shall accept any child referred by the ISC without exception. CONTRACTOR shall not disenroll, or attempt to disenroll, from Wraparound any child or Family until all POC goals are met and the Family and child request Graduation. For situations that are beyond the provider's control (termination of jurisdiction, etc.), the provider may submit to the ISC a notice for Disenrollment. The ISC will perform a POC review within thirty (30) days from enrollment and every six (6) months thereafter. The ISC will also review any requests to Transfer a child/Family.

7.1.1 For Probation Youth Only:

7.1.1.1 In addition to the Plan of Care reviews, as indicated in 7.1 of the Statement of Work, all Probation youth active in Wraparound are to be presented to the Wraparound Probation Liaison by the CFT ninety (90) days from the date of the signed enrollment by the caregiver and the client. At the twelve (12) month review, the CFT is to provide information that will justify continued Wraparound services. If disenrollment is determined to be appropriate, consistent with Section 3.1.10 of this SOW, then the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

7.1.1.2 If the Probation Liaison believes the case should be disenrolled, the Probation Liaison will, with the CFT, complete the Intent to Disenroll form and present it to the ISC. If the ISC determines the case is to be disenrolled from Wraparound, the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

7.1.1.3 If the Probation Liaison/ISC agrees that Wraparound services need to be continued, enrollment will be extended for an additional ninety (90) days. After the ninety (90) days, the CFT will present the case to the Probation Liaison. The CFT is to provide information that will justify continued Wraparound services. Additionally, the CFT is to provide previously established community linkage for the Probation youth and the Family.

7.1.1.3.1 If the ISC agrees that Wraparound services need to be continued, enrollment will be extended for up to an additional ninety (90) days. After which, the CFT will present the case to the Probation Liaison.

7.1.1.3.2 If the ISC determines the case is to be disenrolled from Wraparound, the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

7.1.1.4 CFT shall present the case to the Probation Liaison/ISC when requested by Probation.

7.1.2 The Children's Social Worker (CSW), the Deputy Probation Officer or the DMH Worker assigned to the Family will be responsible for providing the CONTRACTOR with an authorized Wraparound Child and Family Enrollment Agreement form via the ISC team.

7.1.3 The CONTRACTOR shall maintain copies of authorized Wraparound Child and Family Enrollment Agreement forms in each respective Family's case file.

7.1.4 Any Probation case active in the Wraparound program receiving a subsequent court order that removes a youth from the home for more than 30 days is to be disenrolled from Wraparound. Upon the youth's court ordered return home, that youth may again be referred to the Wraparound program by regular referral process.

7.2 Care Management

The CONTRACTOR shall provide comprehensive, individualized care management for each child and shall monitor the resources as defined by the Family in the POC, and link the child to the Community. Success for this initiative is highly dependent upon active management of both the financial and operational implementation of a POC.

The ISC will review the POC exit plans and the DCFS Wraparound Quality Assurance and Improvement Section will monitor the WA's longitudinal tracking of families over time to ensure sustained Self-Sufficiency post-Wraparound.

7.3 Engagement and Strengths Inventory:

7.3.1 CONTRACTOR shall have a written policy on an engagement process that promotes and supports the use of a non-blaming, Family-centered approach that acknowledges the Family's strengths, and avoids the use of technical psychological and diagnostic language.

7.3.2 CONTRACTOR shall have a written policy that mandates Family access and participation in creating their POC and ensures the POC is not created without the Family's participation.

7.3.3 CONTRACTOR shall engage the Family and their team members in a strengths conversation within the first thirty (30) days in the Wraparound process. CONTRACTOR shall ensure that the Wraparound Program Manager oversees the CFT and POC process to verify that the Family's strengths are: (1) identified; (2) updated regularly; (3) communicated to the CFT; (4) utilized in action plans; and (5) analyzed in the risk assessment information and in the formulation of an effective crisis plan.

7.3.4 CONTRACTOR shall ensure that all four (4) phases of the Wraparound process as stated in the attached *Phases and Activities of the Wraparound Process* (Exhibit A-3) are incorporated into their written policy and actually performed.

7.3.5 It is noted that the use of numbering for the phases and activities as stated in the *Phases and Activities of the Wraparound Process* is not meant to imply that the activities must invariably be carried out in a specific order, or that one (1) activity or phase must be finished before another can be started. Instead, the number and ordering is meant to convey an overall flow of activity and attention.

7.4 Assessment for Family Safety, Need for Crisis Support, and Development of the Crisis Response Plan:

7.4.1 As explained in Phase One (Exhibit A-3), CONTRACTOR shall assess the immediate safety, stabilization, and crisis support needs from both the case worker and the Family's perspective. The assessment shall also determine the need for community protection for a child(ren) with a history of violence, sexual acting out, or delinquency with in-depth evaluations of the behaviors involved and their causes.

7.4.2 In Phase Two (Exhibit A-3), CONTRACTOR and Family shall develop a Family Safety and Crisis Plan, which shall include both proactive actions to prevent a crisis and reactive solutions to provide a timely and appropriate response to address a crisis. The Family Safety and Crisis Plan needs to be signed by the entire CFT to document the team and Family's approval of the plan. The CFT members will further develop a mission statement that discusses what they will be working on together. All CFT members' responsibilities shall be clearly defined, and CONTRACTOR shall: (1) be able to and actually respond to each child's or Family's crisis on a twenty-four (24) hours per day basis; and (2) document the child's and Family's participation in resolving each crisis and the child's and Family's assessment of the resolution. For a child with a history of violence, sexual acting out, or delinquency, CONTRACTOR shall inform all those providing services of the Family Safety and Crisis Plan, the crisis management strategies, and how to access the crisis team. The Family Safety and Crisis Plan shall be updated as needed. CONTRACTOR shall maintain the original and all updated Family Safety and Crisis Plans in the child's Single Case File. If such a child has been in an out-of-home placement, CONTRACTOR shall develop specific plans with the child and Family on how to mitigate and control these behaviors before re-introducing the child to the Family and Community.

7.5 Child and Family Team (CFT)

In Phase Two (Exhibit A-3), CONTRACTOR shall ensure that a CFT, comprised of formal (e.g. public and private service providers) and informal (e.g. immediate and extended Family, friends, and Community) supports, is configured to develop and actively participate in the provision, monitoring, and evaluation of the individualized POC. Every attempt shall be made to have at least fifty percent (50%) of the CFT members consisting of Family members and their supports or designees. (Sufficient time allowance is made for the development of such a ratio, as collaboration may be necessary to assist the Family in identifying available informal supports.) Documentation of the attempt to obtain a fifty percent (50%) ratio of informal supports shall be documented in the POC, Exhibit A-4. The child and Family shall sign and date the CFT roster to show their agreement for the members to be involved with their Family.

7.6 Child and Family Plan of Care (POC)

7.6.1 CONTRACTOR shall ensure that families have a high level of decision-making power in all aspects of planning, delivery and evaluation of services and supports. Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation identifying each domain as either a need or a strength. For those domains identified as a need, the team must document sufficiently to demonstrate the need is being addressed.

7.6.2 In Phase Three (Exhibit A-3), CONTRACTOR shall have a written POC for ensuring effective partnerships with families. CFT members shall sign the POC and revisions to show their partnering on its creation and endorsement of its provisions. The POC shall be linguistically and culturally sensitive.

7.6.3 CONTRACTOR shall ensure that Individualized Services in the POC are comprehensive and cover all the Life Domains of the child and Family.

7.6.4 CONTRACTOR’s CFT shall meet at a frequency that is appropriate to the needs of the Family, team members and situation. Once the Family, team members, and/or situation do not necessitate high frequency contact with the Family, the CFT may meet less frequently but at a minimum of once a month to: (1) develop the POC; (2) review and update the POC due to changes within the Family and changes needed in the supports and services provided; (3) track outcomes for the child(ren) and Family; and (4) prepare for transition.

7.6.5 CONTRACTOR shall include in every POC and update: (1) the strengths inventory; (2) assessment of the immediate safety, stabilization, and crisis support needs; (3) Family Safety and Crisis Plan; (4) parent support/training and education plan; and (5) mission statement.

7.6.6 CONTRACTOR shall demonstrate Perseverance in providing Family supports and services tailored to the individual child's and Family's needs that are accessible, affordable, well coordinated, and available in the communities in which the children and Family live, work, and play. CONTRACTOR shall maximize the use of informal Family and Community

resources and seek no cost and/or low cost Family and Community supports and services prior to identifying fee-for-service resources to meet the child's and Family's needs.

7.6.7 The POC, Exhibit A-4, shall be in a format prescribed by COUNTY.

7.6.8 CONTRACTOR shall maintain a Single Case File for each child, that includes the POC, documents all supports and services provided to the Family, and records all other relevant child and Family information. All flexible funding expenditures shall be recorded in the POC.

7.6.9 CONTRACTOR shall, at a minimum, ensure that a POC is completed within thirty (30) days of enrollment and every six (6) months thereafter for each child and Family that CONTRACTOR serves as an obligation under this Contract. CONTRACTOR shall be given a grace period of up to five (5) business days to complete the POC. CONTRACTOR shall maintain the original and all updated POCs in the child's Single Case File.

7.6.10 CONTRACTOR shall ensure that the CONTRACTOR's Program Manager thoroughly reviews and approves each POC, as evidenced by their signature.

7.6.11 In Phase Four (Exhibit A-3), CONTRACTOR shall ensure that transition and transitional planning as stated in *Phases and Activities of the Wraparound Process* is incorporated in their written policy and POC.

COUNTY PERFORMANCE MEASURE SUMMARY/GOALS REGARDING PERMANENCY		
TARGET GROUP: Children Receiving Wraparound		
GOAL AND OUTCOME: Permanency – Children in Wraparound shall achieve permanency through outcomes of the Wraparound process.		
COUNTY'S OUTCOME INDICATORS	**PERFORMANCE TARGETS**[3]	**DATA COLLECTION METHOD**
Graduation from Wraparound consistent with POC.	85% of children that Graduated from Wraparound are with their parents or legal guardians or relative placements.	CWS/CMS Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year. Follow-Up Reports collected bi-annually in December and June of each calendar year. POC Child's Case File
Stability of children in the Family.	75% of children who graduated from the Wraparound Program remain with their families six (6) months after Graduation from Wraparound. (Reported on an aggregate, system-wide basis). 80% of children remain with their Families while receiving Wraparound services.	
Families utilizing Community-Based Services and supports.	85% of Families whose children Graduated from Wraparound continue using Community Based Services and supports six (6) months after graduation. (Reported on an aggregate, system-wide basis).	

[3] CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH and the stability of the Family setting and the utilization of community-based services and 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.

8.0 PERMANENCY

PERFORMANCE OUTCOME GOAL: Children in Wraparound shall achieve permanency through outcomes of the Wraparound process.

SERVICE TASKS:

8.1 Transitional Planning and Services (Phase Four) (Exhibit A-3)

In Phase Four (Exhibit A-3), CONTRACTOR shall provide transitional planning and services to assist each Wraparound child and Family to whom they provide Wraparound shift from dependence on Wraparound to informal services and supports in the Community and (where appropriate for older children/parents) to the adult service system. The transitional plan shall be part of the POC and shall include the following:

8.1.1 The child's and Family's vision and mission statements regarding the outcomes the child and Family ultimately wish to achieve;

8.1.2 Benchmarks or major turning points with timeframes for transitioning each child and Family to less restrictive, intrusive, formal services that reflect the child's and Family's preferences and capabilities for change;

8.1.3 The specific steps required to reach each benchmark;

8.1.4 Documentation of progress through the specific steps and benchmarks; and

8.1.5 Transition plans that address all the needs of each child and Family (housing, independent living skills, employment, etc.) that demonstrate the services they are receiving at the time of transition rely heavily on Family and Community supports.

8.2 Data Collection and Reports

CONTRACTOR shall submit on at least an annual basis all reports in the appropriate COUNTY formats as specified by COUNTY's Program Manager. CONTRACTOR shall retain copies of all reports and the back-up data summarized in the reports as specified in current law for record keeping.

8.2.1 CONTRACTOR shall use the following data collection and reporting instruments:

8.2.1.1 Child and Adolescent Functional Assessment Scales (CAFAS), Exhibit A-6. CONTRACTOR must complete the eight (8) section assessment;

8.2.1.2 Child and Adolescent Needs and Strengths (CANS), Exhibit A-10. CONTRACTOR shall conduct the CANS every six (6) months to assess changes in functioning, which will inform level of care decisions.

8.2.1.3 Wraparound Fidelity Index (WFI-4), Exhibit A-9, is a tool used in a multi-method approach to assess the quality of individualized care planning and management for children with complex needs and their families. The WFI-4 consists of interviews with Facilitators, caregivers/parents, children, and team members. The WFI-4 shall be administered every six (6) months by trained staff of the WA to a statistically valid random sample of at least 35%. The sample size shall be based upon the prior year's annual program census (unduplicated child count in a fiscal year) and determined by using the free Raosoft (http://www.raosoft.com/) sample size calculator with the following settings: 5% margin of error; 95% confidence level; annual program census; and 85% response distribution. The WFI-4 results shall be compiled and included in the individual WA's annual report to COUNTY.

8.2.2 CONTRACTOR shall send the following additional reports to COUNTY's Program Manager.

8.2.2.1 Written Critical Incident Reports as defined in Section 3.1.9 of this SOW, on the same day, if they occur before 5:00 P.M., and by 9:00 A.M. the following day, if they occur after 5:00 P.M.;

8.2.2.2 Grievances and appeals by Families within five (5) working days of receipt;

8.2.2.3 Involvement of children and Families, Community stakeholders (including service providers and schools), and public agency staff in the evaluation and monitoring of the quality and effectiveness of the program on a quarterly basis;

8.2.2.4 Client and provider profiling and tracking systems which include client characteristics, demographics, and all of the components of the POC by the 25th day of January, April, July, and October;

8.2.2.5 Wraparound Monthly Enrollment Capacity and Status Reports on the fifth (5th) business day of each month for the preceding month;

8.2.2.6 Data on the outcomes and objectives listed in this SOW by the 25th day of January, April, July, and October;

8.2.2.7 Surveys on consumer satisfaction by 25th day of January and July; and

8.2.3 CONTRACTOR's Annual Report:

8.2.3.1 CONTRACTOR's annual report shall include: (1) a breakdown of demographics (e.g., age, ethnicity; the number of males vs. females; the number children referred each by DMH, Probation and DCFS; the number of children that are in each DSM-IV category; and the number of Wraparound new enrollments, graduations, Suspensions and disenrollments); (2) CANS data; (3) the average length of services broken out by referring Department

for those who are currently enrolled, graduates, disenrollees and Suspensions; (4) the average flexible funding expenditures per child, per Life Domain; (5) the average DMH expenditures (EPSDT) per child; and (6) an analysis of performance measures.

8.2.3.2 CONTRACTOR shall submit the Annual Report to COUNTY's Program Manager by August 15th or after, as requested by DCFS, of each calendar year for the duration of the Contract.

8.2.4 Evaluation Plan:

CONTRACTOR shall have a plan for evaluating and interpreting their data that includes families served and other key stakeholders to develop an evaluation plan to improve performance across time. The evaluation plan shall: (1) delineate the review process, the draft data analysis, and analytical reports; and (2) specify who reviews the draft reports. This evaluation plan is to be submitted annually to COUNTY's Program Manager by August 15th of each calendar year for the duration of this Contract.

8.2.5 Long-Term Tracking:

8.2.5.1 CONTRACTOR shall track fiscal reports, service delivery reports, outcome reports, and the Family and child measurements/scales required by the State Wraparound Standards and submit annual accumulated trends that show performance over a period of at least three (3) years to COUNTY's Program Manager.

8.2.5.2 CONTRACTOR shall develop a plan with COUNTY to determine the long-range outcomes for Wraparound participants after Graduation from Wraparound.

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING WELL-BEING/EDUCATION		
PROGRAM TARGET GROUP: Children Receiving Wraparound		
PROGRAM GOAL AND OUTCOME: Well-being – Children in Wraparound will improve their level of functioning and overall well-being through participation in Wraparound.		
COUNTY'S OUTCOME INDICATORS	**PERFORMANCE TARGETS[4]**	**METHOD OF DATA COLLECTION**
Child's academic performance.	50% of children function at grade level or improved grade-level functioning from previous quarter. (Reported on an aggregate, system-wide basis, rather than by agency).	Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year. Well-being Assessments completed by each Family at the end of each quarter.
Child's school attendance rate.	75% of children maintain at least an 80% school attendance rate or improved attendance rate from previous quarter.	

[4] Increased educational performance includes improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the well-being/educational goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis shall include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

9.0 WELL-BEING

PERFORMANCE OUTCOME GOAL: Children in Wraparound will improve their level of functioning and overall well-being through participation in Wraparound Services.

SERVICE TASKS:

9.1 Administration

CONTRACTOR shall adopt the Wraparound philosophy as summarized in Section 2.2 of this SOW, and develop a plan of operation with policies and procedures consistent with this philosophy that include the following:

9.1.1 System-wide Family-centered flexible services practices that support Family decision making;

9.1.2 Agency boards/advisory councils include consumers, Family advocates, service providers, and Community leaders;

9.1.3 Support of the CFT as the primary decision body for planning services, including a reporting mechanism to ensure that members are satisfied with CONTRACTOR's support of CFT decisions;

9.1.4 Collaboration with public agencies, Community service providers, and Community members for Family support and implementation of the POC;

9.1.5 Participation in the ISC including: (1) providing Child and Family POC for their review; and (2) providing for them reports on program, services, progress, fiscal data, and outcome data;

9.1.6 Development of and participation in a consortium of Wraparound agencies to: (1) coordinate efforts, share information and problem solve; (2) develop strategies to promote Community understanding and support for the Wraparound process; (3) set goals and review outcomes; (4) maintain standards of quality for training, planning, and service delivery; and (5) plan Continuous Quality Improvement.

9.2 Parent-Advocacy and Support Group

CONTRACTOR shall have a written plan for a volunteer parent-run advocacy and support group that identifies how they can provide: (1) input into CONTRACTOR's program development, service planning and implementation, and quality improvements; and (2) parent-to-parent support. CONTRACTOR's organization chart shall delineate how this advocacy group is related to the organization as a whole.

9.3 Program Training Components

CONTRACTOR shall utilize parents, children, extended Family members, and Community providers, and public agencies in planning, implementing, and evaluating all training programs and content. CONTRACTOR shall administer participant evaluations at the end of each training session and use the findings from these evaluations for continuous improvement.

9.4 Staff Training, Job Descriptions, and Appraisal

CONTRACTOR shall have a staff training program for Administrator(s), Program Manager(s), Facilitator(s), and Supervisor(s) that reflects the philosophy and values in Section 2.2 of this SOW and provides written job descriptions for each position.

9.4.1 Training Program for Wraparound Staff: The training program for Wraparound staff shall include: (1) Wraparound Orientation, Elements of Wraparound and role definitions/skills before they see families or attend other advanced Wraparound Trainings; (2) assessments, including time-frames for assessments, for Family safety, need for crisis support, development of Family Safety and Crisis Plans, and Family strengths; (3) use of services that are directly linked to child and Family preferences, choices, values, and culture; (4) examining extended Family systems to identify Family supports and services that can be obtained or purchased from within the Family structure (day care, mentoring, tutoring, recreation, transportation, financial counseling, Respite Care, house repairs/maintenance, homemaking, etc.); (5) specific methods for helping children and families build the skills needed to meet their specific needs and result in greater Self-Sufficiency; and (6) provision monitoring, timely consultation, and ongoing coaching to promote skill acquisition and enhancement by experienced supervisors/program managers or subject matter experts.

9.4.2 Appraisal Process for Wraparound Staff: CONTRACTOR's staff appraisal process for Wraparound Staff shall include, but not be limited to, an annual written evaluation of each employee's abilities and strengths/weaknesses, specifically addressing: (1) responsiveness to the families' identified needs; (2) development of Family-centered help-giver skills; (3) achievement of professional and Family partnerships; (4) incorporation of informal supports, natural Family helpers, and other Community resources; (5) outcomes for children and Families; and (6) feedback from children and Families Community service providers.

9.5 Parent Training and Education

CONTRACTOR's plan of operation shall include a parent training and education component that: (1) is accessible; (2) meets the parent's needs; (3) utilizes parents who have successfully participated in Wraparound as advocates and trainers for other families in the program; and (4) invites providers experienced in delivery of Wraparound to participate as trainers. The parent training and education plan shall include, but is not limited to:

9.5.1 Understanding the child(ren)'s special needs;

9.5.2 Becoming informed advocates for their child(ren) to meet his/her needs, including educational needs;

9.5.3 Understanding the child(ren)'s educational rights;

9.5.4 Negotiating the system of care;

9.5.5 Participating on cross-disciplinary teams; and

9.5.6 Assuming leadership positions in service design and delivery.

9.6 Public Agency and Potential Service Providers' Training

CONTRACTOR shall form training teams that include providers experienced in delivery of Wraparound and selected Wraparound families to help train public agency staff and potential service providers on Wraparound values and service delivery methods.

PERFORMANCE REQUIREMENT SUMMARY

Required Services	Performance Standard	Monitoring Method	Remedies for Non-Compliance with Performance Standard	Default
CONTRACTOR shall comply with all provisions of the Contract, including Sections 3.0 through 9.0 of Exhibit A, Statement of Work, except the Performance Measure Summary/Goals Regarding Safety, Permanency, and Well-Being/Education, which are COUNTY's program goals.	95% compliance	One or more of the following may occur: COUNTY monitors CONTRACTOR compliance with the Contract. County Program manager (CPM) receives reports or notices from DCFS users. CPM receives results of audits regarding the CONTRACTOR's compliance with the Contract. CPM meets with CONTRACTOR regarding any incident of non-compliance. CPM submits to CONTRACTOR a letter, e-mail, or a User Compliant Report (UCR) for each incident of non-compliance.	Performance Standard notwithstanding, if two (2) letters, e-mails, or UCRs are submitted in a twelve-month period that indicate that CONTRACTOR is not in compliance with paragraphs 3.0 through 9.0 of the Statement of Work, and/or any other provision of the Contract. CONTRACTOR shall submit to the CPM within 72-hours from the receipt of such written notice a written Corrective Action Plan with an explanation of the problem and plan for correcting the problem, which shall be subject to COUNTY approval. The COUNTY may impose a 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 CONTRACTOR is not in compliance with paragraphs 3.0 through 9.0 of the SOW, and/or any other provisions of the Contract; or 2) The corrective action plan submitted does not meet with the COUNTY's approval.	The COUNTY may terminate this Contract in accordance with Part II: Standard Terms and Conditions, Section 50.0, Termination for Contractor's Default, of the Contract if five (5) or more UCRs are submitted and one or more of the following conditions apply: 1) Any such UCR was submitted in a twelve-month period; and 2) Any such UCR indicate any manner of non-compliance with the Contract by the CONTRACTOR or any failure by the CONTRACTOR to perform the services specified in the SOW; and 3) Any Corrective Action Plan submitted by the CONTRACTOR in response to any UCR was not acceptable to the COUNTY; or 4) CONTRACTOR did not submit a corrective action plan for one or more UCR.

LINE ITEM BUDGET

(See Sample Line Item Budget Below)

ESTIMATED ANNUAL BUDGET Exhibit A-2

THIS IS A SAMPLE BUDGET FORMAT ONLY

Use your preferred format, but include all pertinent budget items in your final budget, per the budget guidelines.

CONTRACT'S NAME: _____ PERIOD: 2011 - 2014

1. WRAPAROUND CONTRACT REVENUE:

TIER I:	30 Participants X **$4,184** X 12	
TIER I:	**Minus Placement Costs (If Any)**	
TIER II:	30 Participants X $1,250 X 12	
TIER II-FSP	30 Participants X $1,250 X 12	
	Total Wraparound Contract Revenue:	

2. DIRECT COSTS

A. Payroll Costs:

Position Title/Description	**TIER 1**	**TIER 2**	**TIER 2-FSP**
Executive Director(s)			
Program Manager(s)			
Psychiatrist(s)			
Facilitator(s)			
Child and Family Specialist(s)			
Parent Partner(s)			
Total Payroll Costs			

B. Employee Benefits:

Description	**TIER 1**	**TIER 2**	**TIER 2-FSP**
Medical Insurance			
Dental Insurance			
Total Employee Benefits Cost			

C. Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

Description	**TIER 1**	**TIER 2**	**TIER 2-FSP**
Federal and State Taxes			
FICA			
State Disability			
Total Payroll Taxes			

D. Insurance, Equipment and Operation Expenses

Description	**TIER 1**	**TIER 2**	**TIER 2-FSP**
Liability/Auto/Professional Insurance			
Workers' Compensation Insurance			
Vehicle(s), Equipment			
Telephone and Utilities			
Office, Space, Facilities Leases/Rents/Mortgage			
Services and Supplies			
Total Insurance, Equipment and Operation Expenses			

TOTAL DIRECT COSTS			

SAMPLE

3. INDIRECT COSTS

Description	TIER 1	TIER 2	TIER 2-FSP

TOTAL INDIRECT COSTS			

TOTAL DIRECT & INDIRECT COSTS			

TOTAL ANNUAL COSTS			

TOTAL MONTHLY COSTS			

4. OTHER WRAPAROUND CONTRACT REVENUES/EXPENDITURES

A. OTHER REVENUE (Include other revenue sources such as **EPSDT, In-kind, Other)**

Description	TIER 1	TIER 2	TIER 2-FSP

B. OTHER REVENUE EXPENDITURES

Description	TIER 1	TIER 2	TIER 2-FSP

TOTAL OTHER REVENUE EXPENDITURES			

SAMPLE

Exhibit A-3

Phases and Activities of the Wraparound Process

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Pat Miles
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And the *National Wraparound Initiative* Advisory Group

October 10, 2004

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Phases and Activities of the Wraparound Process

The table presented here represents the results of a research project intended to clarify the types of activities that must be included in a full wraparound process. It is one component among a set of materials produced by the *National Wraparound Initiative*, a project with a goal to clearly operationalize and define this important and innovative model for working with families. The *National Wraparound Initiative* materials also include a description of the principles of wraparound, a description of the organizational and system conditions needed to support a high-quality wraparound process, and a glossary of terms. Some of the documents still being completed include youth, family, and team member handbooks, fidelity measures, and a compilation of tools and procedures to support the process described here. This multi-dimensional description of the wraparound process is the result of an extended process of compiling materials, synthesizing them, and getting quantitative and qualitative feedback from the initiative's Advisory Group.

To create the current document on the activities of the wraparound process, descriptions of wraparound models were compiled from training manuals, monographs, operating procedures of successful wraparound programs, and interviews with wraparound trainers, family members, and family advocates. We created an initial description of the phases and activities and received in-depth feedback from 10 wraparound innovators and prominent family advocates . A revision was then presented to approximately 45 Advisory Group members nationally. Their quantitative feedback was obtained using a *Delphi* process that asked (1) whether the activities presented were "essential," "optional," or "inadvisable;" and (2) whether the wording of the activities was "fine," "so-so," or "unacceptable." Their qualitative feedback included specific suggestions for revising content and wording. An extensive revision based on the quantitative and qualitative feedback was then undertaken.

The resulting "Phases and Activities of the Wraparound Process" focuses on *what* needs to happen in wraparound; however, *how* the work is accomplished is equally important. Merely accomplishing the tasks is insufficient unless this work is done in a manner consistent with the 10 principles of wraparound. In addition, future work from the National Wraparound Initiative will provide more detailed information about team member skills that are necessary for the wraparound process, as well as descriptions of specific procedures, templates, and other tools that can be used to complete the activities described here. Finally, it should be stressed that even the basic description presented here remains a "living document" that will be updated based on pilot testing and feedback from an even broader audience of reviewers than has participated thus far.

Phases and Activities of the Wraparound Process

Acknowledgments

We would like to thank the following Advisory Group members for contributing materials to this product and for participating in interviews and the *Delphi* process through which we received feedback on initial drafts.

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Jennifer Crawford
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Rosalyn Bertram
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Trina W. Osher
Vera Pina

Phases and Activities of the Wraparound Process

Some notes:

- The activities below identify a *facilitator* as responsible for guiding, motivating, or undertaking the various activities. This is not meant to imply that a single person must facilitate all of the activities, and we have not tried to specify exactly who should be responsible for each activity. The various activities may be split up among a number of different people. For example, on many teams, a parent partner or advocate takes responsibility for some activities associated with family and youth engagement, while a care coordinator is responsible for other activities. On other teams, a care coordinator takes on most of the facilitation activities with specific tasks or responsibilities taken on by a parent, youth, and/or other team members. In addition, facilitation of wraparound team work may transition between individuals over time, such as from a care coordinator to a parent, family member, or other natural support person, during the course of a wraparound process.
- The *families* participating in wraparound, like American families more generally, are diverse in terms of their structure and composition. Families may be a single biological or adoptive parent and child or youth, or may include grandparents and other extended family members as part of the central family group. If the court has assigned custody of the child or youth to some public agency (e.g., child protective services or juvenile justice), the caregiver in the permanency setting and/or another person designated by that agency (e.g. foster parent, social worker, probation officer) takes on some or all of the roles and responsibilities of a parent for that child and shares in selecting the team and prioritizing objectives and options. As youth become more mature and independent, they begin to make more of their own decisions, including inviting members to join the team and guiding aspects of the wraparound process.
- The use of *numbering for the phases and activities* described below is not meant to imply that the activities must invariably be carried out in a specific order, or that one activity or phase must be finished before another can be started. Instead, the numbering and ordering is meant to convey an overall flow of activity and attention. For example, focus on transition activities is most apparent during the latter portions of the wraparound process; however, attention to transition issues begins with the earliest activities in a wraparound process.

Exhibit A-3

Phases and Activities of the Wraparound Process: Phase 1

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 1: Engagement and team preparation During this phase, the groundwork for trust and shared vision among the family and wraparound team members is established, so people are prepared to come to meetings and collaborate. During this phase, the tone is set for teamwork and team interactions that are consistent with the wraparound principles, particularly through the initial conversations about strengths, needs, and culture. In addition, this phase provides an opportunity to begin to shift the family's orientation to one in which they understand they are an integral part of the process and their preferences are prioritized. The activities of this phase should be completed relatively quickly (within 1-2 weeks if possible), so that the team can begin meeting and establish ownership of the process as quickly as possible.		
1.1. Orient the family and youth GOAL: To orient the family and youth to the wraparound process.	**1.1 a. Orient the family and youth to wraparound** In face-to-face conversations, the facilitator explains the wraparound philosophy and process to family members and describes who will be involved and the nature of family and youth/child participation. Facilitator answers questions and addresses concerns. Facilitator describes alternatives to wraparound and asks family and youth if they choose to participate in wraparound. Facilitator describes types of supports available to family and youth as they participate on teams (e.g., family/youth may want coaching so they can feel more comfortable and/or effective in partnering with other team members).	This orientation to wraparound should be brief and clear, and should avoid the use of jargon, so as not to overwhelm family members. At this stage, the focus is on providing enough information so that the family and youth can make an informed choice regarding participation in the wraparound process. For some families, alternatives to wraparound may be very limited and/or non-participation in wraparound may bring negative consequences (as when wraparound is court ordered); however, this does not prevent families/youth from making an informed choice to participate based on knowledge of the alternatives and/or the consequences of non-participation.
	1.1 b. Address legal and ethical issues Facilitator reviews all consent and release forms with the family and youth, answers questions, and explains options and their consequences. Facilitator discusses relevant legal and ethical issues (e.g., mandatory reporting), informs family of their rights, and obtains necessary consents and release forms before the first team meeting.	Ethical and legal considerations will also need to be reviewed with the entire team as described in phase 2.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
1.2. Stabilize crises GOAL: To address pressing needs and concerns so that family and team can give their attention to the wraparound process.	**1.2 a. Ask family and youth about immediate crisis concerns** Facilitator elicits information from the family and youth about immediate safety issues, current crises, or crises that they anticipate might happen in the very near future. These may include crises stemming from a lack of basic needs (e.g., food, shelter, utilities such as heat or electricity).	The goal of this activity is to quickly address the most pressing concerns. The whole team engages in proactive and future-oriented crisis/safety planning during phase 2. As with other activities in this phase, the goal is to do no more than necessary prior to convening the team, so that the facilitator does not come to be viewed as the primary service provider and so that team as a whole can feel ownership for the plan and the process.
	1.2 b. Elicit information from agency representatives and potential team members about immediate crises or potential crises Facilitator elicits information from the referring source and other knowledgeable people about pressing crisis and safety concerns.	Information about previous crises and their resolution can be useful in planning a response in 1.2.c.
	1.2 c. If immediate response is necessary, formulate a response for immediate intervention and/or stabilization Facilitator and family reach agreement about whether concerns require immediate attention and, if so, work to formulate a response that will provide immediate relief while also allowing the process of team building to move ahead.	This response should describe clear, specific steps to accomplish stabilization.
1.3. Facilitate conversations with family and youth/child GOAL: To explore individual and family strengths, needs, culture, and vision and to use these to develop a document that will serve as the starting point for planning.	**1.3 a. Explore strengths, needs, culture, and vision with child/youth and family.** Facilitator meets with the youth/child and family to hear about their experiences; gather their perspective on their individual and collective strengths, needs, elements of culture, and long-term goals or vision; and learn about natural and formal supports. Facilitator helps family identify potential team members and asks family to talk about needs and preferences for meeting arrangements (location, time, supports needed such as child care, translation).	This activity is used to develop information that will be presented to and augmented by the team in phase 2. Family members should be encouraged to consider these topics broadly.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	1.3 b. Facilitator prepares a summary document Using the information from the initial conversations with family members, the facilitator prepares a strengths-based document that summarizes key information about individual family member strengths and strengths of the family unit, as well as needs, culture, and vision. The family then reviews and approves the summary.	
1.4. Engage other team members GOAL: To gain the participation of team members who care about and can aid the youth/child and family, and to set the stage for their active and collaborative participation on the team in a manner consistent with the wraparound principles	**1.4 a. Solicit participation/orient team members** Facilitator, together with family members if they so choose, approaches potential team members identified by the youth and family. Facilitator describes the wraparound process and clarifies the potential role and responsibilities of this person on the team. Facilitator asks the potential team members if they will participate. If so, facilitator talks with them briefly to learn their perspectives on the family's strengths and needs, and to learn about their needs and preferences for meeting.	The youth and/or family may choose to invite potential team members themselves and/or to participate in this activity alongside the facilitator. It is important, however, not to burden family members by establishing (even inadvertently) the expectation that they will be primarily responsible for recruiting and orienting team members.
1.5. Make necessary meeting arrangements GOAL: To ensure that the necessary procedures are undertaken for the team is prepared to begin an effective wraparound process.	**1.5 a. Arrange meeting logistics** Facilitator integrates information gathered from all sources to arrange meeting time and location and to assure the availability of necessary supports or adaptations such as translators or child care. Meeting time and location should be accessible and comfortable, especially for the family but also for other team members. Facilitator prepares materials—including the document summarizing family members' individual and collective strengths, and their needs, culture, and vision—to be distributed to team members.	

Phases and Activities of the Wraparound Process: Phase 2

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 2: Initial plan development During this phase, team trust and mutual respect are built while the team creates an initial plan of care using a high-quality planning process that reflects the wraparound principles. In particular, youth and family should feel, during this phase, that they are heard, that the needs chosen are ones they want to work on, and that the options chosen have a reasonable chance of helping them meet these needs. This phase should be completed during one or two meetings that take place within 1-2 weeks, a rapid time frame intended to promote team cohesion and shared responsibility toward achieving the team's *mission* or overarching goal.		
2.1. Develop an initial plan of care GOAL: To create an initial plan of care using a high-quality team process that elicits multiple perspectives and builds trust and shared vision among team members, while also being consistent with the wraparound principles	**2.1 a. Determine ground rules** Facilitator guides team in a discussion of basic ground rules, elicits additional ground rules important to team members, and facilitates discussion of how these will operate during team meetings. At a minimum, this discussion should address legal and ethical issues—including confidentiality, mandatory reporting, and other legal requirements—and how to create a safe and blame-free environment for youth/family and all team members. Ground rules are recorded in team documentation and distributed to members.	In this activity, the team members define their collective expectations for team interaction and collaboration. These expectations, as written into the ground rules, should reflect the principles of wraparound. For example, the principles stress that interactions should promote family and youth voice and choice and should reflect a strengths orientation. The principles also stress that important decisions are made within the team.
	2.1 b. Describe and document strengths Facilitator presents strengths from the summary document prepared during phase 1, and elicits feedback and additional strengths, including strengths of team members and community.	While strengths are highlighted during this activity, the wraparound process features a strengths orientation throughout.
	2.1 c. Create team mission Facilitator reviews youth and family's vision and leads team in setting a *team mission*, introducing idea that this is the overarching goal that will guide the team through phases and, ultimately, through transition from formal wraparound.	The team mission is the collaboratively set, long-term goal that provides a one or two sentence summary of what the team is working towards.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	2.1 d. Describe and prioritize needs/goals Facilitator guides the team in reviewing needs and adding to list. The facilitator then guides the team in prioritizing a small number of needs that the youth, family, and team want to work on first, and that they feel will help the team achieve the mission.	The elicitation and prioritization of needs is often viewed as one of the most crucial and difficult activities of the wraparound process. The team must ensure that needs are considered broadly, and that the prioritization of needs reflects youth and family views about what is most important. Needs are not services but rather broader statements related to the underlying conditions that, if addressed, will lead to the accomplishment of the mission.
	2.1 e. Determine goals and associated outcomes and indicators for each goal Facilitator guides team in discussing a specific goal or outcome that will represent success in meeting each need that the team has chosen to work on. Facilitator guides the team in deciding how the outcome will be assessed, including specific indicators and how frequently they will be measured.	Depending on the need being considered, multiple goals or outcomes may be determined. Similarly, for each goal or outcome determined by the team for measurement, multiple indicators may be chosen to be tracked by the team. However, the plan should not include so many goals, outcomes, or indicators that team members become overwhelmed or tracking of progress becomes difficult.
	2.1 f. Select strategies Facilitator guides the team in a process to think in a creative and open-ended manner about strategies for meeting needs and achieving outcomes. The facilitator uses techniques for generating multiple options, which are then evaluated by considering the extent to which they are likely to be effective in helping reach the goal, outcome, or indicator associated with the need; the extent to which they are community based, the extent to which they build on/incorporate strengths; and the extent to which they are consistent with family culture and values. When evaluating more formal service and support options, facilitator aids team in acquiring information about and /or considering the evidence base for relevant options.	This activity emphasizes creative problem solving, usually through brainstorming or other techniques, with the team considering the full range of available resources as they come up with strategies to meet needs and achieve outcomes. Importantly, this includes generating strategy options that extend beyond formal services and reach families through other avenues and time frames. These are frequently brainstormed by the team, with the youth and family and people representing their interpersonal and community connections being primary nominators of such supports. Finally, in order to best consider the evidence base for potential strategies or supports, it may be useful for a wraparound team or program to have access to and gain counsel from a point person who is well-informed on the evidence base.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	2.1 g. Assign action steps Team assigns responsibility for undertaking action steps associated with each strategy to specific individuals and within a particular time frame.	Action steps are the separate small activities that are needed to put a strategy into place, for example, making a phone call, transporting a child, working with a family member, finding out more information, attending a support meeting, arranging an appointment. While all team members will not necessarily participate at the same level, all team members should be responsible for carrying out action steps. Care should be taken to ensure that individual team members, particularly the youth and family, are not overtaxed by the number of action steps they are assigned.
2.2. Develop crisis/safety plan GOAL: To identify potential problems and crises, prioritize according to seriousness and likelihood of occurrence, and create an effective and well-specified *crisis prevention and response* plan that is consistent with the wraparound principles. A more proactive *safety plan* may also be created.	**2.2 a. Determine potential serious risks** Facilitator guides the team in a discussion of how to maintain the safety of all family members and things that could potentially go wrong, followed by a process of prioritization based on seriousness and likelihood of occurrence.	Past crises, and the outcomes of strategies used to manage them, are often an important source of information in current crisis/safety planning.
	2.2 b. Create crisis/safety plan In order of priority, the facilitator guides team in discussion of each serious risk identified. The discussion includes safety needs or concerns and potential crisis situations, including antecedents and associated strategies for preventing each potential type of crisis, as well as potential responses for each type of crisis. Specific roles and responsibilities are created for team members. This information is documented in a written *crisis plan*. Some teams may also undertake steps to create a separate *safety plan*, which specifies all the ways in which the wraparound plan addresses potential safety issues.	One potential difficulty with this activity is the identification of a large number of crises or safety issues can mean that the crisis/safety plan "takes over" from the wraparound plan. The team thus needs to balance the need to address all risks that are deemed serious with the need to maintain focus on the larger wraparound plan as well as youth, family, and team strengths.
2.3. Complete necessary documentation and logistics	**2.3 a. Complete documentation and logistics** Facilitator guides team in setting meeting schedule and determining means of contacting team members and distributing documentation to team members	

Phases and Activities of the Wraparound Process: Phase 3

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 3: Implementation During this phase, the initial wraparound plan is implemented, progress and successes are continually reviewed, and changes are made to the plan and then implemented, all while maintaining or building team cohesiveness and mutual respect. The activities of this phase are repeated until the team's mission is achieved and formal wraparound is no longer needed.		
3.1. Implement the wraparound plan GOAL: To implement the initial plan of care, monitoring completion of action steps and strategies and their success in meeting need and achieving outcomes in a manner consistent with the wraparound principles.	**3.1 a. Implement action steps for each strategy** For each strategy in the wraparound plan, team members undertake action steps for which they are responsible. Facilitator aids completion of action steps by checking in and following up with team members; educating providers and other system and community representatives about wraparound as needed; and identifying and obtaining necessary resources.	The level of need for educating providers and other system and community representatives about wraparound varies considerably from one community to another. Where communities are new to the type of collaboration required by wraparound, getting provider "buy in" can be very difficult and time consuming for facilitators. Agencies implementing wraparound should be aware of these demands and be prepared to devote sufficient time, resources, and support to this need.
	3.1 b. Track progress on action steps Team monitors progress on the action steps for each strategy in the plan, tracking information about the timeliness of completion of responsibilities assigned to each team member, fidelity to the plan, and the completion of the requirements of any particular intervention.	Using the timelines associated with the action steps, the team tracks progress. When steps do not occur, teams can profit from examining the reasons why not. For example, teams may find that the person responsible needs additional support or resources to carry out the action step, or, alternatively, that different actions are necessary.
	3.1 c. Evaluate success of strategies Using the outcomes/indicators associated with each need, the facilitator guides the team in evaluating whether selected strategies are helping team meet the youth and family's needs.	Evaluation should happen at regular intervals. Exactly how frequently may be determined by program policies and/or the nature of the needs/goals. The process of evaluation should also help the team maintain focus on the "big picture" defined by the team's mission: Are these strategies, by meeting needs, helping achieve the mission?

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	3.1. d. Celebrate successes The facilitator encourages the team to acknowledge and celebrate successes, such as when progress has been made on action steps, when outcomes or indicators of success have been achieved, or when positive events or achievements occur.	Acknowledging success is one way of maintaining a focus on the strengths and capacity of the team and its members. Successes do not have to be "big", nor do they necessarily have to result directly from the team plan. Some teams make recognition of "what's gone right" a part of each meeting.
3.2. Revisit and update the plan GOAL: To use a high quality team process to ensure that the wraparound plan is continually revisited and updated to respond to the successes of initial strategies and the need for new strategies.	**3.2. a. Consider new strategies as necessary** When the team determines that strategies for meeting needs are not working, or when new needs are prioritized, the facilitator guides the team in a process of considering new strategies and action steps using the process described in activities 2.1.f and 2.1.g.	Revising of the plan takes place in the context of the needs identified in 2.1.d. Since the needs are in turn connected to the mission, the mission helps to guide evaluation and plan revisions.
3.3. Maintain/build team cohesiveness and trust GOAL: To maintain awareness of team members' satisfaction with and "buy-in" to the process, and take steps to maintain or build team cohesiveness and trust.	**3.3 a. Maintain awareness of team members' satisfaction and "buy-in"** Facilitator makes use of available information (e.g., informal chats, team feedback, surveys—if available) to assess team members' satisfaction with and commitment to the team process and plan, and shares this information with the team as appropriate. Facilitator welcomes and orients new team members who may be added to the team as the process unfolds.	Many teams maintain formal or informal processes for addressing team member engagement or "buy in", e.g. periodic surveys or an end-of-meeting wrap-up activity. In addition, youth and family members should be frequently consulted about their satisfaction with the team's work and whether they believe it is achieving progress toward their long-term vision, especially after major strategizing sessions. In general, however, this focus on assessing the process of teamwork should not eclipse the overall evaluation that is keyed to meeting identified needs and achieving the team mission.
	3.3 b. Address issues of team cohesiveness and trust Making use of available information, facilitator helps team maintain cohesiveness and satisfaction (e.g., by continually educating team members—including new team members—about wraparound principles and activities, and/or by guiding team in procedures to understand and manage disagreement, conflict, or dissatisfaction).	Teams will vary in the extent to which issues of cohesiveness and trust arise. Often, difficulties in this area arise from one or more team members' perceptions that the team's work—and/or the overall mission or needs being currently addressed—is not addressing the youth and family's "real" needs. This points to the importance of careful work in deriving the needs and mission in the first place, since shared goals are essential to maintaining team cohesiveness over time.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
3.4. Complete necessary documentation and logistics	**3.4 a. Complete documentation and logistics** Facilitator maintains/updates the plan and maintains and distributes meeting minutes. Team documentation should record completion of action steps, team attendance, use of formal and informal services and supports, and expenditures. Facilitator documents results of reviews of progress, successes, and changes to the team and plan. Facilitator guides team in revising meeting logistics as necessary and distributes documentation to team members.	Team documentation should be kept current and updated, and should be distributed to and/or available to all team members in a timely fashion.

Exhibit A-3

Phases and Activities of the Wraparound Process: Phase 4

MAJOR TASKS/Goals	ACTIVITIES	NOTES
PHASE 4: Transition During this phase, plans are made for a purposeful transition out of formal wraparound to a mix of formal and natural supports in the community (and, if appropriate, to services and supports in the adult system). The focus on transition is continual during the wraparound process, and the preparation for transition is apparent even during the initial engagement activities.		
4.1. Plan for cessation of formal wraparound GOAL: To plan a purposeful transition out of formal wraparound in a way that is consistent with the wraparound principles, and that supports the youth and family in maintaining the positive outcomes achieved in the wraparound process.	**4.1 a. Create a transition plan** Facilitator guides the team in focusing on the transition from wraparound, reviewing strengths and needs and identifying services and supports to meet needs that will persist past formal wraparound.	Preparation for transition begins early in the wraparound process, but intensifies as team meets needs and moves towards achieving the mission. While formal supports and services may be needed post-transition, the team is attentive to the need for developing a sustainable system of supports that is not dependent on formal wraparound. Teams may decide to continue wraparound—or a variation of wraparound—even after it is no longer being provided as a formal service.
	4.1 b. Create a post-transition crisis management plan Facilitator guides the team in creating post-wraparound crisis management plan that includes action steps, specific responsibilities, and communication protocols. Planning may include rehearsing responses to crises and creating linkage to post-wraparound crisis resources.	At this point in transition, youth and family members, together with their continuing supports, should have acquired skills and knowledge in how to manage crises. Post-transition crisis management planning should acknowledge and capitalize on this increased knowledge and strengthened support system. This activity will likely include identification of access points and entitlements for formal services that may be used following formal wraparound.
	4.1 c. Modify wraparound process to reflect transition New members may be added to the team to reflect identified post-transition strategies, services, and supports. The team discusses responses to potential future situations, including crises, and negotiates the nature of each team member's post-wraparound participation with the team/family. Formal wraparound team meetings reduce frequency and ultimately cease.	Teams may continue to meet using a wraparound process (or other process or format) even after formal wraparound has ended. Should teamwork continue, family members and youth, or other supports, will likely take on some or all of the facilitation and coordination activities.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
4.2. Create a "commencement" GOAL: To ensure that the cessation of formal wraparound is conducted in a way that celebrates successes and frames transition proactively and positively.	**4.2 a. Document the team's work** Facilitator guides team in creating a document that describes the strengths of the youth/child, family, and team members, and lessons learned about strategies that worked well and those that did not work so well. Team participates in preparing/reviewing necessary final reports (e.g., to court or participating providers, where necessary)	This creates a package of information that can be useful in the future.
	4.2 b. Celebrate success Facilitator encourages team to create and/or participate in a culturally appropriate "commencement" celebration that is meaningful to the youth/child, family, and team, and that recognizes their accomplishments.	This activity may be considered optional. Youth/child and family should feel that they are ready to transition from formal wraparound, and it is important that "graduation" is not constructed by systems primarily as a way to get families out of services.
4.3. Follow-up with the family GOAL: To ensure that the family is continuing to experience success after wraparound and to provide support if necessary.	**4.3 a. Check in with family** Facilitator leads team in creating a procedure for checking in with the youth and family periodically after commencement. If new needs have emerged that require a formal response, facilitator and/or other team members may aid the family in accessing appropriate services, possibly including a reconvening of the wraparound team.	The check-in procedure can be done impersonally (e.g., through questionnaires) or through contact initiated at agreed-upon intervals either by the youth or family, or by another team member.

EXHIBIT A-4

Wraparound Phase
- ☐ Engagement & Planning
- ☐ Implementation
- ☐ Transition

Wraparound Child and Family Team
PLAN OF CARE

Supervisor Review:
Initials ___ Date: _____
Date submitted to ISC:
_____

Child's Name: _____

Current Address: _____

_____

Facilitator: _____

Parent Partner: _____

DOB: _____

Current Living Arrangement:
- ☐ Family/Relative Home
- ☐ Foster Home
- ☐ Group Home/Residential Care
- ☐ Hospital
- ☐ Juvenile Detention Facility
- ☐ Other: _____

Referring Agency/ County Worker: _____

_____

Enrollment Date: _____

First POC Date: _____

Current POC period: _____ to _____

Mission Statement:

Strengths	Needs	Strategies *Note if the Strategy is Formal (F) or Informal (I)*	Person Responsible/ Due Date or Timeframe	Cost, Budget, and/or Resource	Prior POC Outcome/ Update
***Life Domain #1*-- Safety**					
***Life Domain #2*--Family**					
***Life Domain #3*--Legal**					
***Life Domain #4*--Emotional/Behavioral**					
***Life Domain #5*--School/Educational**					
***Life Domain #6*--Money Matters**					

Strengths	Needs	Strategies *Note if the Strategy is Formal (F) or Informal (I)*	Person Responsible/ Due Date or Timeframe	Cost, Budget, and/or Resource	Prior POC Outcome/ Update
***Life Domain #7*--Housing/Living Environment**					
***Life Domain #8*--Social Relationships**					
***Life Domain #9*--Fun/Recreational**					
***Life Domain #10*--Health/Medical**					
***Life Domain #11*--Work/Vocational**					
***Life Domain #12*--Cultural/Spiritual**					

Summary of Progress Since Previous Plan of Care:

We, the members of the Wraparound Child and Family Team, agree to this Plan of Care:

Team Member (Print Name)	Relationship to Child/Title	Signature	Date	Contact Phone Number(s)

WRAPAROUND FLEXIBLE FUNDING LOG

Child's Name:		**Facilitator's Name:**	

Date	**Dollar Amount**	**POC Life Domain**	**Need/Purpose**	**CFT mtg. date authorizing expenditure**	**Facilitator's Signature**
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				

CHILD AND ADOLESCENT FUNCTIONAL ASSESSMENT SCALE (CAFAS™)

Exhibit A-6

Name _____ Child ID # _____ Date ___/___/___

Date of Birth ___/___/___ Age _____ Sex: ☐ boy ☐ girl Site ID # _____ Child's Zip Code _____

TIME PERIOD RATED:
- ☐ Last Month
- ☐ Last 3 Months
- ☐ Other _____

RATER:
- Name _____
- ☐ Case Manager (or team leader)
- ☐ Treating Therapist
- ☐ Intake Worker
- ☐ Non-Treating Clinician
- ☐ Lay Interviewer/Researcher
- ☐ Other _____

ASSESSMENT:
- ☐ Intake/Screening
- ☐ 3 mo ☐ 15 mo
- ☐ 6 mo ☐ 18 mo
- ☐ 9 mo ☐ 21 mo
- ☐ 12 mo ☐ 24 mo
- ☐ Exit from Services
- ☐ Change in Intensity of Service
- ☐ Other _____

SOURCES OF INFORMATION (check all that apply):

- In-Person Contact with:
  - ☐ Parent
  - ☐ Youth
  - ☐ School Personnel
  - ☐ Foster (or surrogate) Parent
  - ☐ Juvenile Justice, Police
  - ☐ Social Welfare (Services)
  - ☐ Mental Health Worker
  - ☐ Public Health Worker
  - ☐ Other _____
- Telephone Contact with:
  - ☐ Parent
  - ☐ Youth
  - ☐ School Personnel
  - ☐ Foster (or surrogate) Parent
  - ☐ Juvenile Justice, Police
  - ☐ Social Welfare (Services)
  - ☐ Mental Health Worker
  - ☐ Public Health Worker
  - ☐ Other _____
- Review of Documents:
  - ☐ School
  - ☐ Juvenile Justice, Police
  - ☐ Social Welfare (Services)
  - ☐ Mental Health
  - ☐ Public Health
  - ☐ Other _____

ETHNIC GROUP (check all that apply):
- ☐ African-American
- ☐ Asian/Pacific Islander
- ☐ Hispanic
- ☐ Native American _____
- ☐ White
- ☐ Other _____

YOUTH'S CAREGIVER(S) (check all that apply):
- ☐ Biological Mother
- ☐ Biological Father
- ☐ Stepmother
- ☐ Stepfather
- ☐ Adoptive Mother
- ☐ Adoptive Father
- ☐ Grandparent
- ☐ Caregiver's Live-In Friend
- ☐ Other _____

YOUTH'S LIVING ARRANGEMENT and/or RESIDENTIAL PLACEMENT (check all that apply):
- ☐ Family Home (with parent or legal guardian)
- ☐ Private Home with Other Relatives
- ☐ Private Home with Non-Relatives
- ☐ Out of Home
  - ☐ Regular Foster Care
  - ☐ Therapeutic Foster Care
  - ☐ Group Home
  - ☐ Psychiatric Group Home
  - ☐ Psychiatric Inpatient
  - ☐ Residential Treatment Center
  - ☐ Drug and/or Alcohol Program
  - ☐ Juvenile Detention/Jail/Correctional
  - ☐ Youth Crisis Residential
  - ☐ Other Residential Setting _____
- ☐ Other _____
- ☐ Unknown

SERVICES RECEIVED SINCE LAST RATING - Other than Residential (check all that apply):
- ☐ Outpatient
  - ☐ Evaluation, Assessment, Diagnosis
  - ☐ Medical Monitoring
  - ☐ Individual Therapy
  - ☐ Group Therapy
  - ☐ Family/Parental/Marital Therapy
  - ☐ Alcohol/Drug Therapy
  - ☐ Other Outpatient _____
- ☐ Intensive Community-Based Services
  - ☐ Day Treatment/Partial Hospitalization
  - ☐ Home-Based Services
  - ☐ Wraparound Services
  - ☐ Respite Services
  - ☐ Crisis-Stabilization
- ☐ Other Community-Based _____
- ☐ Case Management
- ☐ None
- ☐ Unknown

PSYCHIATRIC MEDICATIONS RECEIVED (check all that apply):
- ☐ Stimulant (e.g., ritalin)
- ☐ Anti-depressant
- ☐ Anti-psychotic
- ☐ Other _____
- ☐ None
- ☐ Unknown

YOUTH'S LOCATION(S) (check all that apply):
- ☐ Living Within Community
- ☐ Living Outside Community
- ☐ Unknown

ENROLLED IN SCHOOL:
- ☐ Yes
- ☐ No

HAS JOB:
- ☐ Yes
- ☐ No

Sample

INSTRUCTIONS: Refer to the Self-Training Manual. Be sure to rate the youth's most SEVERE level of dysfunction for the time period specified above (e.g., the last month). The CAFAS is designed as a measure of functional status and should not be used as the sole criterion for determining any clinical decision, including need or eligibility for services, intensity of services, or dangerousness to self/others.

CAFAS SCORING SUMMARY
Youth's Functioning

5 Scales		8 Scales
____	ROLE PERFORMANCE (highest of subscale scores)	
	SCHOOL/WORK	____
	HOME	____
	COMMUNITY	____
____	BEHAVIOR TOWARD OTHERS	____
____	MOODS/SELF-HARM (higher of subscale scores)	
	MOODS/EMOTIONS	____
	SELF-HARMFUL BEHAVIOR	____
____	SUBSTANCE USE	____
____	THINKING	____
____		____
____	TOTAL FOR YOUTH based on 5 Scales	
	TOTAL FOR YOUTH based on 8 Scales	____

CAFAS SCORING SUMMARY
Primary Caregiver Resources

		Other Caregiver _____	
MATERIAL NEEDS	____	MATERIAL NEEDS	____
FAMILY/SOCIAL SUPPORT	____	FAMILY/SOCIAL SUPPORT	____

RISK BEHAVIORS: Items endorsed which suggest risk to youth or others
- ☐ Self-Harm: Moods 119; Self-Harm 142-148
- ☐ Aggression: School 3-4; Home 43; Community 68; Behavior 89
- ☐ Sexual Behavior: Community 69, 77; Behavior 90
- ☐ Firesetting: Community 71, 78

LEVELS OF OVERALL DYSFUNCTION BASED ON THE YOUTH'S TOTAL SCORE FOR 5 SCALES:

☐ 0-10	Youth exhibits no or minimal impairment.
☐ 20-30	Youth likely can be treated on an outpatient basis, provided that risk behaviors are not present
☐ 40-70	Youth may need care which is more intensive than outpatient and/or which includes multiple sources of supportive care.
☐ 80 & higher	Youth likely needs intensive treatment, the form of which would be shaped by the presence of risk factors and the resources available within the family and the community

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CAFAS PROFILE : YOUTH'S FUNCTIONING

Youth's Name _____ ID# _____ Rater _____

Date ____/____/____ Site _____

Level of Impairment	Role Performance: School/Work	Role Performance: Home	Role Performance: Community	Behavior Toward Others	Moods/ Self-Harm: Moods/ Emotions	Moods/ Self-Harm: Self-Harmful Behavior	Substance Use	Thinking
SEVERE 30	1 2 3 4 5 6 7 8 9 10 11 ○	41 42 43 44 45 46 47 48 49 50 ○	66 67 68 69 70 71 72 ○	88 89 90 91 92 ○	116 117 118 119 120 ○	142 143 144 145 ○	154 155 156 157 158 159 160 161 162 163 164 ○	182 183 184 185 186 ○
MODERATE 20	12 13 14 15 16 17 18 19 20 21 ○	51 52 53 54 55 56 ○	73 74 75 76 77 78 79 ○	93 94 95 96 97 98 99 100 101 102 ○	121 122 123 124 125 126 127 ○	146 147 148 ○	165 166 167 168 169 170 171 ○	187 188 189 190 191 192 ○
MILD 10	22 23 24 25 26 27 ○	57 58 59 60 61 ○	80 81 82 83 ○	103 104 105 106 107 108 109 110 ○	128 129 130 131 132 133 134 135 ○	149 150 ○	172 173 174 175 ○	193 194 195 196 197 ○
MINIMAL/NO 0	28 29 30 31 32 33 34 35 36 37 38 39 ○	62 63 64 ○	84 85 86 ○	111 112 113 114 ○	136 137 138 139 140 ○	151 152 ○	176 177 178 179 180 ○	198 199 ○
COULD NOT SCORE	40 ○	65 ○	87 ○	115 ○	141 ○	153 ○	181 ○	200 ○

Sample

For each scale: (1) mark the item number(s) which corresponds to those marked on the CAFAS form, (2) fill in the circle indicating severity level, (3) connect the circles.

Youth's Name _____ ID # _____

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
ROLE PERFORMANCE School/Work Subscale ☐	001 Out of job or school due to behavior (e.g., asked to leave or refuses to attend). 002 Expelled or equivalent from school. 003 Judged to be a threat to others because of aggressive potential (i.e., resulting from youth's actions or statements); monitoring or supervision needed. 004 Harmed or made serious threat to hurt a teacher/peer/co-worker/supervisor. 005 Unable to meet minimum requirements for behavior in classroom (either in regular or specialized classroom in public school or equivalent) without special accommodations. 006 Chronic truancy resulting in negative consequences (e.g., loss of course credit, failing courses or tests, parents notified). 007 Chronic absences, other than truancy, resulting in negative consequences (e.g., loss of course credit, failing courses or tests, parents notified). 008 Disruptive behavior, related to poor attention or high activity level, persists despite the youth having been placed in a special learning environment or receiving a specialized program or treatment. 009 Failing all or most classes. 010 Dropped out of school and holds no job.	012 Non-compliant behavior which results in persistent or repeated disruption of group functioning or becomes known to authority figures other than classroom teacher (e.g., principal) because of severity and/or chronicity. 013 Inappropriate behavior which results in persistent or repeated disruption of group functioning or becomes known to authority figures other than classroom teacher (e.g., principal) because of severity and/or chronicity. 014 Frequently truant (i.e., approximately once every two weeks or for several consecutive days). 015 Frequent absences from school (i.e., approximately once every two weeks or for several consecutive days) due to impaling behavior and excluding truancy or physical illness. 016 At work, missed days or tardiness results in reprimand or equivalent. 017 Behavior is disruptive, related to poor attention or high activity level, resulting in individualized program or specialized treatment being needed or implemented. 018 Receiving a reprimand, warning, or equivalent at work. 019 Grade average is lower than "C" and is not due to lack of ability or any mental or physical disabilities. 020 Failing at least half of courses and this is not due to lack of ability or any mental or physical disabilities.	022 Non-compliant behavior results in teacher or immediate supervisor bringing attention to problems or structuring youth's activities so as to avoid predictable difficulties, more than other youth. 023 Inappropriate behavior results in teacher or immediate supervisor bringing attention to problems or structuring youth's activities so as to avoid predictable difficulties, more than other youth. 024 Occasionally disobeys school rules, with no harm to others or to property, more than other youth. 025 Problems in school, related to poor attention or high activity level, are present but are not disruptive to the classroom (can be managed in the regular classroom, with the youth able to achieve satisfactorily). 026 School/work productivity is less than expected for abilities due to failure to execute assignments correctly, complete work, hand in work on time, etc.	028 Reasonably comfortable and competent in relevant roles. 029 Minor problems satisfactorily resolved. 030 Functions satisfactorily even with distractions. 031 School grades are average or above. 032 Schoolwork is commensurate with ability and youth is mentally retarded. 033 Schoolwork is commensurate with ability and youth is learning disabled. 034 Schoolwork is commensurate with ability and youth is a slow learner. 035 Schoolwork is commensurate with ability and youth has a learning impairment due to maternal alcohol or drug use. 036 In a mostly vocational program and doing satisfactorily. 037 Graduated from high school or received GED. 038 Dropped out of school and is working at a job or is actively looking for a job.
	011 EXCEPTION	021 EXCEPTION	027 EXCEPTION	039 EXCEPTION
	Explanation:			COULD NOT SCORE: 040

Sample

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
ROLE PERFORMANCE Home Subscale ☐	041 Not in the home due to behavior in the home (if youth were in the home, extensive management by others would be required in order for youth to be maintained in the home). 042 Extensive management by others required in order to be maintained in the home. 043 Deliberate and serious threats of physical harm to household members. 044 Repeated acts of intimidation toward household members. 045 Behavior and activities are beyond caregiver's influence almost all the time (i.e., serious and repeated violations of expectations and rules, such as curfew). 046 Behavior and activities have to be constantly monitored in order to ensure safety in the home. 047 Supervision of youth required, which does or would interfere with caregiver's ability to work or carry out other roles. 048 Run away from home overnight more than once, or once for an extended time, and whereabouts unknown to caregiver. 049 Deliberate and severe damage to property in the home (e.g., home structure, grounds, furnishings).	051 Persistent failure to comply with reasonable rules and expectations within the home (e.g., bedtime, curfew); active defiance much of the time. 052 Frequent use of profane, vulgar, or curse words to household members. 053 Repeated irresponsible behavior in the home is potentially dangerous (e.g., leaves stove on). 054 Run away from home overnight and likely whereabouts are known to caregivers, such as friend's home. 055 Deliberate damage to the home.	057 Frequently fails to comply with reasonable rules and expectations within the home. 058 Has to be "watched" or prodded in order to get him/her to do chores or comply with requests. 059 Frequently "balks" or resists routines, chores, or following instructions, but will comply if caregiver insists. 060 Frequently engages in behaviors which are intentionally frustrating or annoying to caregiver (e.g., taunting siblings, purposeful dawdling).	062 Typically complies with reasonable rules and expectations within the home. 063 Minor problems satisfactorily resolved.
	050 EXCEPTION	056 EXCEPTION	061 EXCEPTION	064 EXCEPTION
	Explanation:			COULD NOT SCORE: 065

Sample

Youth's Name _____ ID # _____

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
ROLE PERFORMANCE Community Subscale ☐	066 Confined related to behavior which seriously violated the law (e.g., stealing involving confrontation of a victim, auto theft, robbery, mugging, purse snatching, fraud, dealing or carrying drugs, break-ins, rape, murder, drive-by shooting). 067 Substantial evidence of, or convicted of, serious violation of the law (e.g., stealing involving confrontation of a victim, auto theft, robbery, mugging, purse snatching, fraud, dealing or carrying drugs, break-ins, rape, murder, drive-by shooting). 068 Involvement with legal system (or became a ward of the state or hospitalized) because of physically assaultive behavior or threatening with a weapon. 069 Involvement with legal system (or became a ward of the state or hospitalized) because of sexually assaultive behavior or inappropriate sexual behavior. 070 Deliberate and severe damage of property <u>outside</u> the home (e.g., school, cars, buildings). 071 Deliberate firesetting with malicious intent.	073 Serious and/or repeated delinquent behavior (e.g., stealing without confronting a victim as in shoplifting, vandalism, defacing property, taking a car for a joyride). 074 On probation or under court supervision for an offense which occurred during the last 3 months. 075 On probation or under court supervision for an offense which occurred prior to the most recent 3 month period. 076 Currently at risk of confinement because of frequent or serious violations of the law. 077 Has been sexually inappropriate such that adults have concern about the welfare of other children who may be around the youth unsupervised. 078 Repeatedly and intentionally plays with fire such that damage to property or person could result.	080 Minor legal violations (e.g., minor driving violations, unruly conduct such that complaint was made, trespassing onto neighbor's property, or harassing neighbor). 081 Single incidents (e.g., defacing property, vandalism, shoplifting). 082 Plays with fire on more than one occasion.	084 Youth does not negatively impact on the community. 085 Typically able to resolve minor problems.
	072 EXCEPTION	079 EXCEPTION	083 EXCEPTION	086 EXCEPTION
	Explanation:			COULD NOT SCORE: 087

Sample

Youth's Name _____ ID # _____

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
BEHAVIOR TOWARD OTHERS ☐	088 Behavior consistently bizarre or extremely odd. 089 Behavior so disruptive or dangerous that harm to others is likely (e.g., hurts or tries to hurt others, such as hitting, biting, throwing things at others, using or threatening to use a weapon or dangerous object). 090 Attempted or accomplished sexual assault or abuse of another person (e.g., used force, verbal threats, or toward younger youth, intimidation or persuasion). 091 Deliberately and severely cruel to animals.	093 Behavior frequently/typically inappropriate and causes problems for self or others (e.g., fighting, belligerence, promiscuity). 094 Inappropriate sexual behavior in the presence of others or directed toward others. 095 Spiteful and/or vindictive (e.g., deliberately and persistently annoying to others, intentionally damaging personal belongings of others). 096 Poor judgment or impulsive behavior resulting in dangerous or risky activities that could lead to injury or getting into trouble. 097 Frequent display of anger toward others; angry outbursts. 098 Frequently mean to other people or animals. 099 Predominantly relates to others in an exploitative or manipulative manner (e.g., uses/cons others). 100 Involved in gang-like activities in which others are harassed, bullied, intimidated, etc. 101 Persistent problems/ difficulties in relating to peers due to antagonizing behaviors (e.g., threatens, shoves).	103 Unusually quarrelsome, argumentative, or annoying to others. 104 Poor judgment or impulsive behavior that is age-inappropriate and causes inconvenience to others. 105 Upset (e.g., temper tantrum) if cannot have or do something immediately, if frustrated, or if criticized. 106 Easily annoyed by others and responds more strongly than other children; quick-tempered. 107 Does not engage in typical peer recreational activities because of tendency to be ignored or rejected by peers. 108 Difficulties in peer interactions or in making friends due to negative behavior (e.g., teasing, ridiculing, picking on others). 109 Immature behavior leads to poor relations with same-age peers or to having friends who are predominantly younger.	111 Relates satisfactorily to others. 112 Is able to establish and sustain a normal range of age-appropriate relationships. 113 Occasional disagreements are resolved reasonably.
	092 EXCEPTION	102 EXCEPTION	110 EXCEPTION	114 EXCEPTION
	Explanation:			COULD NOT SCORE: 115

Sample

Youth's Name _____ ID # _____

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
MOODS/ SELF-HARM Moods/Emotions Subscale (Emotions = anxiety, depression, moodiness, fear, worry, irritability, tenseness, panic, anhedonia) ☐	116 Viewed as odd or strange because emotional responses are incongruous (unreasonable, excessive) most of the time. 117 Fears, worries, or anxieties result in poor attendance at school (i.e., absent for at least one day per week on average) or marked social withdrawal (will not leave the home to visit with friends). 118 Depression is associated with academic incapacitation (i.e., absent at least one day a week on average, or if made to attend school, does not do work) or social incapacitation (i.e., isolates self from friends). 119 Depression is accompanied by suicidal intent (i.e., really wants to die).	121 Marked changes in moods that are generally intense and abrupt. 122 Depressed mood or sadness is persistent (i.e., at least half of the time), with disturbance in functioning in at least one of the following areas: sleeping, eating, concentration, energy level, or normal activities. If only irritability or anhedonia (i.e., marked diminished interest or pleasure in typical activities) is present, there should be disturbance in two or more areas. 123 Youth worries excessively (i.e., out of proportion) and persistently (i.e., at least half of the time), with disturbance in functioning manifested by at least one of the following: sleep problems, tiredness, poor concentration, irritability, muscle tension, or feeling "keyed up". 124 Fears, worries, or anxieties result in the youth expressing marked distress upon being away from the home or parent figures; however, the youth is able to go to school or engage in some social activities. 125 School-age children require special accommodations because of worries or anxieties (e.g., sleeping near parents, calling home). 126 Emotional blunting (i.e., no or few signs of emotional expression; emotional expression is markedly flat).	128 Often anxious, fearful, or sad, with some related symptom present (e.g., nightmares, stomachaches). 129 Disproportionate expression of irritability, fear, or worries. 130 Very self-critical, low self-esteem, feelings of worthlessness. 131 Easily distressed if makes mistakes. 132 Sad, withdrawn, hurt, or anxious if criticized. 133 Sad (or depressed or anhedonic) or anxious in at least one setting for up to a few days at a time. 134 Notable emotional restriction (e.g., has difficulty expressing strong emotions such as fear, hate, love).	136 Feels normal distress, but daily life is not disrupted. 137 Considers self to be an "OK" person. 138 Can express strong emotions appropriately. 139 Experience of sadness and anxiety are age-appropriate.
	120 EXCEPTION	127 EXCEPTION	135 EXCEPTION	140 EXCEPTION
	Explanation:			COULD NOT SCORE: 141

MOODS/ SELF-HARM Self-Harmful Behavior Subscale ☐	142 Non-accidental self-destructive behavior has resulted in or could result in serious self-injury or self-harm (e.g., suicide attempt with intent to die, self-starvation). 143 Seemingly non-intentional self-destructive behavior has resulted in or could likely result in serious self-injury (e.g., runs out in the path of a car, opens car door in moving vehicle), and youth is aware of the danger. 144 Has a clear plan to hurt self, or really wants to die.	146 Non-accidental self-harm, mutilation, or injury which is not life-threatening but not trivial (e.g., suicidal gestures or behavior without intent to die, superficial razor cuts). 147 Talks or repeatedly thinks about harming self, killing self, or wanting to die.	149 Repeated non-accidental behavior suggesting self-harm, yet the behavior is very unlikely to cause any serious injury (e.g., repeatedly pinching self or scratching skin with a dull object).	151 Behavior is not indicative of tendencies toward self-harm.
	145 EXCEPTION	148 EXCEPTION	150 EXCEPTION	152 EXCEPTION
	Explanation:			COULD NOT SCORE: 153

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Sample

Youth's Name _____ ID # _____

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
	THESE ITEMS APPLY TO YOUTH OF ALL AGES			
SUBSTANCE USE (Substances = alcohol or drugs) ☐	154 Lifestyle centers on acquisition and use (e.g., preoccupied with thoughts or urges to use substances, cravings for substances, uses in the morning). 155 Dependent on continuing use to maintain functioning (e.g., likely to experience withdrawal symptoms such as feeling sick, headaches, nausea, vomiting, shaking, etc.) 156 Failing or expelled from school related to effects of usage. 157 Fired or losing job related to effects of usage. 158 Frequently intoxicated or high (e.g., more than two times a week). 159 Use of substances results in serious negative consequences (e.g., injured, doing illegal acts, failing classes, experiencing physical health problems). 160 Is pregnant or is a parent and is a drug user. 161 Is pregnant or is a parent and gets drunk or routinely uses alcohol. 162 Has blackouts, drinks alone, or cannot stop drinking once started.	165 Uses in such a way as to interfere with functioning (e.g., job, school, driving) in spite of potential serious consequences (e.g., traffic violations, work or school absences or tardiness, misses out on activities, uses on school days or before work/school). 166 Gets into trouble because of usage (e.g., argues, fights with family or friends, in accident, trouble with teachers, picked up by police, breaks rules, misses curfew). 167 Behavior potentially endangers self or others because of usage (e.g., injury, vulnerable to date rape). 168 Friendships change to mostly substance users. 169 High or intoxicated once a week.	172 Infrequent excess and only without serious consequences. 173 Regular usage (e.g., once a week) but without intoxication or being obviously high.	176 No use of substances. 177 Substance use is denied; unable to confirm. 178 Has only "tried" them; does not use them. 179 Occasional use with no negative consequences.
	IF YOUTH IS 12 OR YOUNGER, USE THESE ADDITIONAL ITEMS			
	163 For 12 years or younger, uses regularly (once a week or more).	170 For 12 years or younger, occasional use without intoxication and without becoming obviously high.	174 For 12 years or younger, has used substances more than once.	
	164 EXCEPTION	171 EXCEPTION	175 EXCEPTION	180 EXCEPTION
	Explanation:			COULD NOT SCORE: 181

Sample

Youth's Name _____ ID # _____

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
THINKING ☐	CANNOT ATTEND A NORMAL SCHOOL CLASSROOM, DOES NOT HAVE NORMAL FRIENDSHIPS, AND CANNOT INTERACT ADEQUATELY IN THE COMMUNITY DUE TO ANY OF THE FOLLOWING: 182 Communications which are impossible or extremely difficult to understand due to incoherent thought or language (e.g., loosening of associations, flight of ideas). 183 Speech or nonverbal behavior is extremely odd and is noncommunicative (e.g., echolalia, idiosyncratic language). 184 Strange or bizarre behavior due to frequent and/or disruptive delusions or hallucinations; can't distinguish fantasy from reality. 185 Pattern of short-term memory loss/disorientation to time or place most of the time.	FREQUENT DIFFICULTY IN COMMUNICATION OR BEHAVIOR, OR SPECIALIZED SETTING OR SUPERVISION NEEDED DUE TO ANY OF THE FOLLOWING: 187 Communications do not "flow," are irrelevant, or disorganized (i.e., more than other children of the same age). 188 Frequent distortion of thinking (obsessions, suspicions). 189 Intermittent hallucinations that interfere with normal functioning. 190 Frequent, marked confusion or evidence of short term memory loss. 191 Preoccupying cognitions or fantasies with bizarre, odd, or gross themes.	OCCASIONAL DIFFICULTY IN COMMUNICATIONS, IN BEHAVIOR, OR IN INTERACTIONS WITH OTHERS DUE TO ANY OF THE FOLLOWING: 193 Eccentric or odd speech (e.g., impoverished, digressive, vague). 194 Thought distortions (e.g., obsessions, suspicions). 195 Expression of odd beliefs or, if older than eight years old, magical thinking. 196 Unusual perceptual experiences not qualifying as pathological hallucinations.	198 Thought, as reflected by communication, is not disordered or eccentric.
	186 EXCEPTION	192 EXCEPTION	197 EXCEPTION	199 EXCEPTION
	Explanation:			COULD NOT SCORE: 200

Sample

RECORD ADDITIONAL COMMENTS, CONCERNS, QUESTIONS, OR EXPLANATIONS HERE:

6-19

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CAREGIVER BEING RATED: PRIMARY FAMILY Youth's Name _____ ID# _____

Caregiver Being Rated	Relationship to Child	ID #	Informant	Youth Placement	Rater	Date	Adm #

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
CAREGIVER RESOURCES Material Needs Subscale ☐	201 Youth's needs for food, clothing, housing, medical attention, or neighborhood safety are not being met such that severe risk to health or welfare of youth is likely.	203 Frequent negative impact on youth's functioning OR a major disruption in the youth's functioning due to youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	205 Occasional negative impact on the youth's functioning due to the youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	207 Basic material needs are arranged for or adequately met so that there is no disruption in the youth's functioning. 208 Able to use community resources as needed.
	202 EXCEPTION	204 EXCEPTION	206 EXCEPTION	209 EXCEPTION
	Explanation:			COULD NOT SCORE: 210
CAREGIVER RESOURCES Family/Social Support Subscale ☐	211 Sociofamilial setting is potentially dangerous to the youth due to lack of family resources required to meet the youth's needs/demands. 212 Gross impairment in parental judgment or functioning (may be related to psychosis, substance abuse, severe personality disorder, mental retardation, etc.). 213 Caregiver is frankly hostile, rejecting, or does not want youth to return to the home. 214 Youth is subjected to sexual abuse in the home by a caregiver. 215 Youth is subjected to physical abuse or neglect in the home by a caregiver. 216 Caregiver "kicks" youth out of the home, without trying to make other living arrangements. 217 Youth currently removed from the home due to sexual abuse, physical abuse, or neglect. 218 Failure of caregivers to provide an environment safe from possible abuse to a youth previously abused or traumatized. 219 Severe or frequent domestic violence takes place in the home. 220 Caregiver is openly involved in unlawful behavior or contributes to or approves of youth being involved in potentially unlawful behavior.	222 Youth's developmental needs cannot be adequately met because youth's needs/developmental demands exceed family resources. 223 Marked impairment in parental judgment or functioning (may be related to emotional instability, psychiatric illness, substance use, physical illness, criminal activities, or other impairing condition). 224 Family conflict is pervasive and continual (characterized by hostility, tension, and/or scapegoating, etc.). 225 Family members are insensitive, angry and/or resentful to the youth. 226 Marked lack of parental supervision or consistency in care (e.g., frequently does not know whereabouts of youth; does not know youth's friends). 227 Failure of caregiver to provide emotional support to youth who has been traumatized or abused. 228 Domestic violence, or serious threat of domestic violence, takes place in the youth's home.	230 Family not able to provide adequate warmth, security or sensitivity relative to the youth's needs. Support from other sources outside the immediate family are unable to compensate for this inadequacy. 231 Frequent family arguments and/or misunderstandings resulting in bad feelings. 232 Family relations are characterized by poor problem solving, poor communication, or emotional insensitivity. 233 Family not able to provide adequate supervision, firmness, or consistency in care over time relative to the youth's needs; no other supports compensate for this deficit.	235 Family is sufficiently warm, secure, and sensitive to the youth's major needs. 236 Parental supervision is adequate. 237 Even though there are temporary problems in providing adequate support to the youth, there is compensation from the wider social support system.
	221 EXCEPTION	229 EXCEPTION	234 EXCEPTION	238 EXCEPTION
	Explanation:			COULD NOT SCORE: 239

Sample

6-20

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CAREGIVER BEING RATED: NON-CUSTODIAL FAMILY OR PARENT NOT LIVING IN YOUTH'S HOME

Youth's Name _____ ID# _____

Caregiver Being Rated | Relationship to Child | ID # | Informant | Youth Placement | Rater | Date | Adm #

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
CAREGIVER RESOURCES Material Needs Subscale ☐	240 Youth's needs for food, clothing, housing, medical attention, or neighborhood safety are not being met such that severe risk to health or welfare of youth is likely.	242 Frequent negative impact on youth's functioning OR a major disruption in the youth's functioning due to youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	244 Occasional negative impact on the youth's functioning due to the youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	246 Basic material needs are arranged for or adequately met so that there is no disruption in the youth's functioning. 247 Able to use community resources as needed.
	241 EXCEPTION	243 EXCEPTION	245 EXCEPTION	248 EXCEPTION
	Explanation:			COULD NOT SCORE: 249
CAREGIVER RESOURCES Family/Social Support Subscale ☐	250 Sociofamilial setting is potentially dangerous to the youth due to lack of family resources required to meet the youth's needs/demands. 251 Gross impairment in parental judgment or functioning (may be related to psychosis, substance abuse, severe personality disorder, mental retardation, etc.). 252 Caregiver is frankly hostile, rejecting, or does not want youth to return to the home. 253 Youth is subjected to sexual abuse in the home by a caregiver. 254 Youth is subjected to physical abuse or neglect in the home by a caregiver. 255 Caregiver "kicks" youth out of the home, without trying to make other living arrangements. 256 Youth currently removed from the home due to sexual abuse, physical abuse, or neglect. 257 Failure of caregivers to provide an environment safe from possible abuse to a youth previously abused or traumatized. 258 Severe or frequent domestic violence takes place in the home. 259 Caregiver is openly involved in unlawful behavior or contributes to or approves of youth being involved in potentially unlawful behavior.	261 Youth's developmental needs cannot be adequately met because youth's needs/developmental demands exceed family resources. 262 Marked impairment in parental judgment or functioning (may be related to emotional instability, psychiatric illness, substance use, physical illness, criminal activities, or other impairing condition). 263 Family conflict is pervasive and continual (characterized by hostility, tension, and/or scapegoating, etc.). 264 Family members are insensitive, angry and/or resentful to the youth. 265 Marked lack of parental supervision or consistency in care (e.g., frequently does not know whereabouts of youth; does not know youth's friends). 266 Failure of caregiver to provide emotional support to youth who has been traumatized or abused. 267 Domestic violence, or serious threat of domestic violence, takes place in the youth's home.	269 Family not able to provide adequate warmth, security or sensitivity relative to the youth's needs. Support from other sources outside the immediate family are unable to compensate for this inadequacy. 270 Frequent family arguments and/or misunderstandings resulting in bad feelings. 271 Family relations are characterized by poor problem solving, poor communication, or emotional insensitivity. 272 Family not able to provide adequate supervision, firmness, or consistency in care over time relative to the youth's needs; no other supports compensate for this deficit.	274 Family is sufficiently warm, secure, and sensitive to the youth's major needs. 275 Parental supervision is adequate. 276 Even though there are temporary problems in providing adequate support to the youth, there is compensation from the wider social support system.
	260 EXCEPTION	268 EXCEPTION	273 EXCEPTION	277 EXCEPTION
	Explanation:			COULD NOT SCORE: 278

Sample

6-21

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CAREGIVER BEING RATED: SURROGATE CAREGIVER Youth's Name _____ ID# _____

Caregiver Being Rated	Relationship to Child	ID #	Informant	Youth Placement	Rater	Date	Adm #

	Severe Impairment *Severe disruption or incapacitation* (30)	Moderate Impairment *Major or persistent disruption* (20)	Mild Impairment *Significant problems or distress* (10)	Minimal or No Impairment *No disruption of functioning* (0)
CAREGIVER RESOURCES Material Needs Subscale ☐	279 Youth's needs for food, clothing, housing, medical attention, or neighborhood safety are not being met such that severe risk to health or welfare of youth is likely.	281 Frequent negative impact on youth's functioning OR a major disruption in the youth's functioning due to youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	283 Occasional negative impact on the youth's functioning due to the youth's needs for food, housing, clothing, medical attention, or neighborhood safety not being met.	285 Basic material needs are arranged for or adequately met so that there is no disruption in the youth's functioning. 286 Able to use community resources as needed.
	280 EXCEPTION	282 EXCEPTION	284 EXCEPTION	287 EXCEPTION
	Explanation:			COULD NOT SCORE: 288
CAREGIVER RESOURCES Family/Social Support Subscale ☐	289 Sociofamilial setting is potentially dangerous to the youth due to lack of family resources required to meet the youth's needs/demands. 290 Gross impairment in parental judgment or functioning (may be related to psychosis, substance abuse, severe personality disorder, mental retardation, etc.). 291 Caregiver is frankly hostile, rejecting, or does not want youth to return to the home. 292 Youth is subjected to sexual abuse in the home by a caregiver. 293 Youth is subjected to physical abuse or neglect in the home by a caregiver. 294 Caregiver "kicks" youth out of the home, without trying to make other living arrangements. 295 Youth currently removed from the home due to sexual abuse, physical abuse, or neglect. 296 Failure of caregivers to provide an environment safe from possible abuse to a youth previously abused or traumatized. 297 Severe or frequent domestic violence takes place in the home. 298 Caregiver is openly involved in unlawful behavior or contributes to or approves of youth being involved in potentially unlawful behavior.	300 Youth's developmental needs cannot be adequately met because youth's needs/developmental demands exceed family resources. 301 Marked impairment in parental judgment or functioning (may be related to emotional instability, psychiatric illness, substance use, physical illness, criminal activities, or other impairing condition). 302 Family conflict is pervasive and continual (characterized by hostility, tension, and/or scapegoating, etc.). 303 Family members are insensitive, angry and/or resentful to the youth. 304 Marked lack of parental supervision or consistency in care (e.g., frequently does not know whereabouts of youth; does not know youth's friends). 305 Failure of caregiver to provide emotional support to youth who has been traumatized or abused. 306 Domestic violence, or serious threat of domestic violence, takes place in the youth's home.	308 Family not able to provide adequate warmth, security or sensitivity relative to the youth's needs. Support from other sources outside the immediate family are unable to compensate for this inadequacy. 309 Frequent family arguments and/or misunderstandings resulting in bad feelings. 310 Family relations are characterized by poor problem solving, poor communication, or emotional insensitivity. 311 Family not able to provide adequate supervision, firmness, or consistency in care over time relative to the youth's needs; no other supports compensate for this deficit.	313 Family is sufficiently warm, secure, and sensitive to the youth's major needs. 314 Parental supervision is adequate. 315 Even though there are temporary problems in providing adequate support to the youth, there is compensation from the wider social support system.
	299 EXCEPTION	307 EXCEPTION	312 EXCEPTION	316 EXCEPTION
	Explanation:			COULD NOT SCORE: 317

Sample

EXHIBIT A-9

Wraparound Fidelity Index 4

Caregiver Form August 13, 2007 version

Youth's name: _____

Caregiver's name: _____

Facilitator's name: _____

Interviewer's name: _____

Today's date: Month _____ Day _____ Year _____

Administration method: 1 Face-to-face 2 Phone

Start time: _____ am/pm

Length of interview: _____ minutes

Project ID:	
Youth ID:	
Caregiver ID:	
Facilitator ID:	
Interviewer ID:	
Timeframe:	

1. What is the primary caregiver's relationship to _____ (*child's name*)? (*Check one*)

1 Birth parent
2 Adoptive parent
3 Foster parent
4 Live-in partner of parent
5 Sibling
6 Aunt or uncle
7 Grandparent
8 Cousin
9 Other family relative
10 Friend (adult friend)
11 Step parent
12 Other _____ (*please specify*)

If not a birth parent read: 1a. Does one or more of the child or youth's birth parents participate on the wraparound team or in services for [*child's name*]? Yes No

Details: _____

2. Who has legal custody of _____ (*child's name*)? ***(Circle one)***

1 Two birth parents OR one birth parent and one stepparent
2 Birth mother only
3 Birth father only
4 Adoptive parent(s)
5 Foster parent(s)
6 Sibling(s)
7 Aunt and/or uncle
8 Grandparent(s)
9 Friend(s)
10 Ward of the State
11 Other _____ (*please specify*)

3. Has your child ever been in the custody of the state? 1 No 2 Yes

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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4. Is your child currently receiving Wraparound? 1 No 2 Yes

   *If **Yes**,* How many months has the youth been receiving Wraparound? _____ months

   *If **No**,* Has your child received Wraparound in the past?

   1 No 2 Yes

   *If **Yes**,* How many months did your child receive Wraparound?

   _____ months

5. Do you have a "wraparound team"?

   [NOTE: Also may be referred to as a 'child and family team,' 'interagency team' or other term. PROMPTS may include asking whether the family has a group of people involved in services for the child or youth that comes together to meet and plan services for the child or youth and family]

   1 No 2 Yes

If Yes, We will be asking questions about the team so keep those people in mind as you answer the following questions. Who is on that wraparound team? ***List below (Roles, not names)***

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

If No, For the purposes of this interview, when we ask you about 'the wraparound team,' please consider the people that work with the youth and his or her family to provide services and supports.

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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WFI 4- Caregiver Form

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I am going to ask you some questions about the services and supports your family is receiving now and has received since you started receiving services through the wraparound process.

Let's start by talking about how wraparound began for you and your family. Can you tell me a little bit about the first time you met (your facilitator)? What were those very first meetings like?

[Note: During this discussion, other prompts may include: What did (your facilitator) tell you about what wraparound would be like? How did you decide who would be on your wraparound team?]

Phase 1: Engagement		Yes	Sometimes Somewhat	No	Missing
1.1 CC	When you first met your wraparound facilitator, were you given time to talk about your family's strengths, beliefs, and traditions? *Circle one:* YES NO Did this process help you appreciate what is special about your family? *Circle one:* YES NO	YES to both questions 2	YES to only the first question 1	NO to the first question 0	666 777 888 999
1.2. FVC	Before your first team meeting, did your wraparound facilitator fully explain the wraparound process and the choices you could make?	2	1	0	666 777 888 999
1.3 SB	At the beginning of the wraparound process, did you have a chance to tell your wraparound facilitator what things have worked in the past for your child and family?	2	1	0	666 777 888 999
1.4 TB	Did you select the people who would be on your wraparound team?	2	1	0	666 777 888 999
1.5 TB	Is it difficult to get team members to attend team meetings when they are needed?	0	1	2	666 777 888 999
1.6 OB	Before your first wraparound team meeting, did you go through a process of identifying what leads to crises or dangerous situations for your child and your family?	2	1	0	666 777 888 999

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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	Phase 2: Planning (continued)	Yes	Sometimes Somewhat	No	Missing
2.5 CB	Does the wraparound plan include strategies for helping your child get involved with activities in her or his community? Please give two examples of those activities: 1. 2. *Follow scoring rules. *(SUGGESTED PROMPTS: After school activities, activities with a church, volunteer activities, recreational activities with normal peers)*	Two examples of community activities. 2	One example of a community activity. 1	No examples of community activities. 0	666 777 888 999
2.6 Col	Are there members of your wraparound team who do not have a role in implementing your plan?	0	1	2	666 777 888 999
2.7 Col	Does your team brainstorm many strategies to address your family's needs before selecting one?	2	1	0	666 777 888 999
2.8 Ind	Is there a crisis or safety plan that specifies what everyone must do to respond to a crisis? *Circle one:* YES NO Does this plan also specify how to prevent crises from occurring? *Circle one:* YES NO	YES to both questions 2	YES to only the first question 1	NO to the first question 0	666 777 888 999
2.9 CB	Do you feel confident that, in the event of a major crisis, your team can keep your child or youth in the community? *(SUGGESTED PROMPTS: i.e., not immediately placed in a hospital, jail, residential treatment center)*	2	1	0	666 777 888 999
2.10 FVC	Do you feel like other people on your team have higher priority than you in designing your wraparound plan?	0	1	2	666 777 888 999
2.11 CC	During the planning process, did the team take enough time to understand your family's values and beliefs? *Circle one:* YES SOMEWHAT NO Is your wraparound plan in tune with your family's values and beliefs? *Circle one:* YES SOMEWHAT NO	YES to both questions 2	YES to only one question 1	NO to both questions 0	666 777 888 999

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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Now I am going to move onto questions about how the planning process went for your child and family. Can you tell me about how the family's wraparound plan was first developed?

During this discussion, other prompts may include: Who participated in this planning? How did you decide what would be in the plan? Did certain people have more input than others?

Phase 2: Planning		Yes	Sometimes Somewhat	No	Missing
2.1 *Col*	Did you and your team plan and create a written plan of care (or wraparound plan, child and family plan) that describes how the team will meet your child's needs? *Circle one:* YES NO Do you have a written copy of the plan? *Circle one:* YES NO	YES to both questions 2	YES to only the first question 1	NO to the first question 0	666 777 888 999
2.2 *TB*	Did the team develop any kind of written statement about what the future will look like for your child and family, or what the team will achieve for your child and family? *(PROMPTS: This statement might be a mission statement for the team or vision statement for the family. It may also be a statement of the ultimate goal for the team. The statement should be a 'big picture' statement and different than individual goals in the wraparound plan.)* *Circle one:* YES NO Can you describe what your team's mission says? *Circle one:* YES NO	YES to both questions 2	YES to only the first question 1	NO to the first question 0	666 777 888 999
2.3 *Ind*	Does your wraparound plan include mostly professional services?	0	1	2	666 777 888 999
2.4 *SB*	Are the supports and services in your wraparound plan connected to the strengths and abilities of your child and family? *(PROMPTS: Strengths are the positive things your child and family members do well.* *Do the strategies in your plan <u>use</u> your child and family's strengths? Do they <u>help build</u> your child and family's strengths and abilities?)*	2	1	0	666 777 888 999

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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WFI 4- Caregiver Form

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Now I am going to ask you a number of questions about what your services and your team meetings are like. First, you can tell me what team meetings are like currently? How do those meetings go?

Phase 3: Implementation		Yes	Sometimes Somewhat	No	Missing
3.1 *FVC*	Are important decisions made about your child or family when you are not there?	0	1	2	666 777 888 999
3.2 *Ind*	When your wraparound team has a good idea for a support or service for your child, can it find the resources or figure out some way to make it happen?	2	1	0	666 777 888 999
3.3 *SB*	Does your wraparound team get your child involved with activities she or he likes and does well? Please give two examples of those activities: 1. 2. **Follow scoring rules*	Two examples of activities youth likes and does well. 2	One example of an activity youth likes and does well. 1	No examples of activities youth likes and does well. 0	666 777 888 999
3.4 *NS*	Does the team find ways to increase the support you get from your friends and family?	2	1	0	666 777 888 999
3.5 *Col*	Do the members of your team hold one another responsible for doing their part of the wraparound plan?	2	1	0	666 777 888 999
3.6 *NS*	Is there a friend or advocate of your child or family who actively participates on the wraparound team?	2	1	0	666 777 888 999
3.7 *Per*	Does your team come up with new ideas for your wraparound plan whenever your needs change? *Circle one:* YES NO Does your team come up with new ideas for your wraparound plan whenever something is not working? *Circle one:* YES NO	YES to both questions 2	YES to only one question 1	NO to both questions 0	666 777 888 999
3.8 *CB*	Are the services and supports in your wraparound plan difficult for your family to access? *(SUGGESTED PROMPTS: Because of scheduling or transportation issues or because services and supports are far away or hard to get to.)*	0	1	2	666 777 888 999

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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WFI 4- Caregiver Form

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	Phase 3: Implementation (continued)	Yes	Sometimes Somewhat	No	Missing
3.9 *OB*	Does the team assign specific tasks to all team members at the end of each meeting? *Circle one:* YES NO Does the team review each team member's follow-through on their tasks at the next meeting? *Circle one:* YES NO	YES to both questions 2	YES to only one question 1	NO to both questions 0	666 777 888 999
3.10 *CC*	Do members of your team always use language you can understand? *(NOTE: For caregivers for whom English is not a first language, this may mean that bilingual facilitators, translators, or other means are used to ensure adequate understanding.* *For English-speaking caregivers, this means that facilitators and team members translate or do not use professional jargon or acronyms that the caregiver does not understand.)*	2	1	0	666 777 888 999
3.11 *SB*	Does your team create a positive atmosphere around successes and accomplishments at each team meeting?	2	1	0	666 777 888 999
3.12 *TB*	Does your team go out of its way to make sure that all team members – including friends, family, and natural supports – present ideas and participate in decision making?	2	1	0	666 777 888 999
3.13 *Per*	Do you think your wraparound process could be discontinued before you or your family is ready for it to end? *For example, because of time limits, because of your child's behavior, because of a placement change, or a change in funding or eligibility?*	0	1	2	666 777 888 999
3.14 *CC*	Do all the members of your team demonstrate respect for you and your family?	2	1	0	666 777 888 999
3.15 *FVC*	Does your child have the opportunity to communicate his or her own ideas when the time comes to make decisions?	2	1	0	666 777 888 999

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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WFI 4- Caregiver Form

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OK, we're almost done. I now want to ask you a few final questions about wraparound and the future for your child and family.

Phase 4: Transition		Yes	Sometimes Somewhat	No	Missing
4.1 *OB*	Has your team discussed a plan for how the wraparound process will end? *(i.e., a "transition plan")* *Circle one:* YES NO Does your team have a plan for when this will occur? *Circle one:* YES NO	YES to both questions 2	YES to only the first question 1	NO to the first question 0	666 777 888 999
4.2 *NS*	Has the wraparound process helped your child develop friendships with other youth who will have a positive influence on her or him?	2	1	0	666 777 888 999
4.3 *OB*	Has the wraparound process helped your child to solve her or his own problems?	2	1	0	666 777 888 999
4.4 *Ind*	Has your team helped you and your child prepare for major transitions (e.g., new school, new residential placement) by making plans to deal with these changes?	2	1	0	666 777 888 999
4.5 *Per*	After formal wraparound has ended, do you think that the process will be able to be "re-started" if you need it?	2	1	0	666 777 888 999
4.6 *NS*	Has the wraparound process helped your family to develop or strengthen relationships that will support you when wraparound is finished?	2	1	0	666 777 888 999
4.7 *CB*	Do you feel like you and your family will be able to succeed without the formal wraparound process? *In other words, with the help of family, friends, community supports, and key providers, but without formal team meetings or wraparound facilitation.*	2	1	0	666 777 888 999
4.8 *Per*	Will some members of your team be there to support you when formal wraparound is finished?	2	1	0	666 777 888 999

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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WFI 4- Caregiver Form

August 13 2007 version

Thank you for taking the time to complete this interview. Are there any comments you would like to add, like what have been the best things about your wraparound? What has not gone well or could be improved?

Positive feedback:

_____

_____

_____

_____

_____

_____

Negative feedback:

_____

_____

_____

_____

_____

_____

_____

End Time _____ am/pm

Interviewer observations about interview, respondent and any validity concerns: _____

_____

_____

_____

_____

Missing Data Codes: 666 Not Applicable; 777 Refused; 888 Don't Know; 999 Missing/Question Was Not Asked

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EXHIBIT A-10

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESOURCE UTILIZATION

Child and Adolescent Needs and Strengths-Child Welfare (CANS-CW) revised 02/01/07

Child's Name:	
State ID and Regional Office	
Date of Birth	
Age:	
Assessor:	
Assessment Date:	
Child's Current Placement	
Child's Date of admission to current placement	
Child's ending placement	
Service Component:(FM, FR, PP)	
No of prior group home placements	
No of prior foster home placements	
No. of Prior Psychiatric Hospitalizations	
Child receiving Wrap, TBS or Systems of Care	
CANS based on TDM or Teleconference or RPRT	

Scoring:
"0" indicates **no need for action**
"1" indicates a need for **watchful waiting** to see whether action is warranted
"2" indicates **a need for action**
"3" indicates **the need for immediate or intensive action**

Functional Status					
	0	1	2	3	U
1. Motor					
2. Sensory					
3. Intellectual					
4. Communication					
5. Developmental					
6. Self Care/ Daily Living Skills					
7. Physical/ Medical					
8. Family Functioning					
9. School Achievements					
10. School Behavior					
11. School Attendance					
12. Sexual Development					

Comments:	
Source of Information:	

EXHIBIT A-10

RESOURCE UTILIZATION

CHILD SAFETY					
	0	1	2	3	U
13. Abuse					
14. Neglect					
15. Permanency					
16. Exploitation					

Comments:	
Source of Information:	

MENTAL HEALTH NEEDS					
	0	1	2	3	U
17. Psychotic Symptoms					
18. Attention Deficit/Impulse Control					
19. Depression/Anxiety					
20. Anger Control					
21. Oppositional Behavior					
22. Antisocial Behavior					
23. Adjustment to Trauma					
24. Attachment					
25. Situational Consistency					
26. Temporal Consistency					
27. Abuse History					
28. Family History of MI					

Comments:	
Source of Information:	

Child Risk Behaviors					
	0	1	2	3	U
29. Danger to Self					
30. Fire Setting					
31. Runaway					
32. Social Behavior					

Comments:	
Source of Information:	

EXHIBIT A-10

RESOURCE UTILIZATION

SUBSTANCE ABUSE					
	0	1	2	3	U
33. Severity of Substance Abuse					
34. Duration of Use					
35. Stage of Recovery					
36. Peer Involvement					
37. Parental Involvement					

Comments:	
Source of Information:	

CRIMINAL DELINQUENCY					
	0	1	2	3	U
38. Seriousness					
39. History					
40. Violence					
41. Sexually Abusive Behavior					
42. Peer involvement in Crime					
43. Parental Criminal Behavior					
44. Environment Influences					

Comments:	
Source of Information:	

CARE MANAGEMENT					
	0	1	2	3	U
45. Urgency					
46. Monitoring					
47. Treatment Intensity					
48. Transportation					
49. Service Permanence					

Comments:	
Source of Information:	

EXHIBIT A-10

RESOURCE UTILIZATION

FAMILY/CAREGIVER NEEDS AND STRENGTHS					
Identify Relationship:					
	0	1	2	3	U
50. Physical/Behavior Health					
51. Supervision					
52. Involvement with Care					
53. Knowledge					
54. Organization					
55. Resources					
56. Residential Stability					

Comments:	
Source of Information:	

SCORING:
"0" indicates **a strength which can be a centerpiece of strength-based plan**
"1" indicates **a strength that can be uses in a strength-based plan**
"2" indicates **a strength that has been identified but must be built**
"3" indicates **that no strength has been identified**

STRENGTHS					
	0	1	2	3	U
57. Family					
58. Interpersonal					
59. Relationship Permanence					
60. Educational					
61. Vocational					
62. Well-Being					
63. Talents/Interests					
64. Spiritual/Religious					
65. Inclusion					

Comments:	
Source of Information:	

Summary and Recommendations: (please include the TDM's placement recommendation)

PART I: ATTACHMENTS

EXHIBIT C: ATTACHMENTS to Contract

CONTRACTOR'S ADMINISTRATION

(See Part D, ATTACHMENT A)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER:_____

As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

Attached is my Local SBE Certification letter issued by the County

My County (WebVen) Vendor Number: _____

II. 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.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

Print Authorized Name	Authorized Signature	Title	Date

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:**_____

As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.

The NAICS Code shown corresponds to the services in this solicitation.

Attached is my CCR certification page.

My County (WebVen) Vendor Number: _____

II. 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.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

ATTACHMENT C-1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

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 Contractor to sign this Contractor Acknowledgement, and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor's employees, consultants, Outsourced Vendors and independent sub-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 agree 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 Program 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: _____

TITLE: _____

ATTACHMENT C-2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

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, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT

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, information, and records 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 data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. 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 to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all

requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.

I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS 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 that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further 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 DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT E

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

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

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
    - County payments (one per funding source)
    - Contributions
    - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

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

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

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

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling $500 or more shall be deposited within one day of receipt. Collections of less than $500 may be held and secured and deposited weekly or when the total reaches $500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

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

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.
Blank check stock shall be secured and accounted for to preclude unauthorized use.

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

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to $500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than $500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under $10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

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

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of $1,000 or more per unit be capitalized.

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

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

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

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

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

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and

other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	$250,000
Less: Capital expenditures	10,000
Allocable indirect costs	240,000
Total agency-wide indirect salaries	$1,000,000
Indirect cost rate ($240,000/$1,000,000)	24%
Program direct salaries	$100,000
Program indirect costs (24% x $100,000)	$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the

major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY and used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR's future payments for any

amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

ATTACHMENT F

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy

ATTACHMENT G

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

(See Part D, ATTACHMENT G)

ATTACHMENT H

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2008 are less than $41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2008)
Cat. No. 20599I

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

(Part D, ATTACHMENT I)

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

CHARITABLE CONTRIBUTIONS CERTIFICATION

(Part D, ATTACHMENT K)

ATTACHMENT L

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address _____

COUNTY PROGRAM MANAGER

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address _____

COUNTY CONTRACT PROGRAM MONITOR

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address _____

USER COMPLAINT REPORT
WRAPAROUND APPROACH SERVICES

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

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

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

☐ Contractor's Program Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

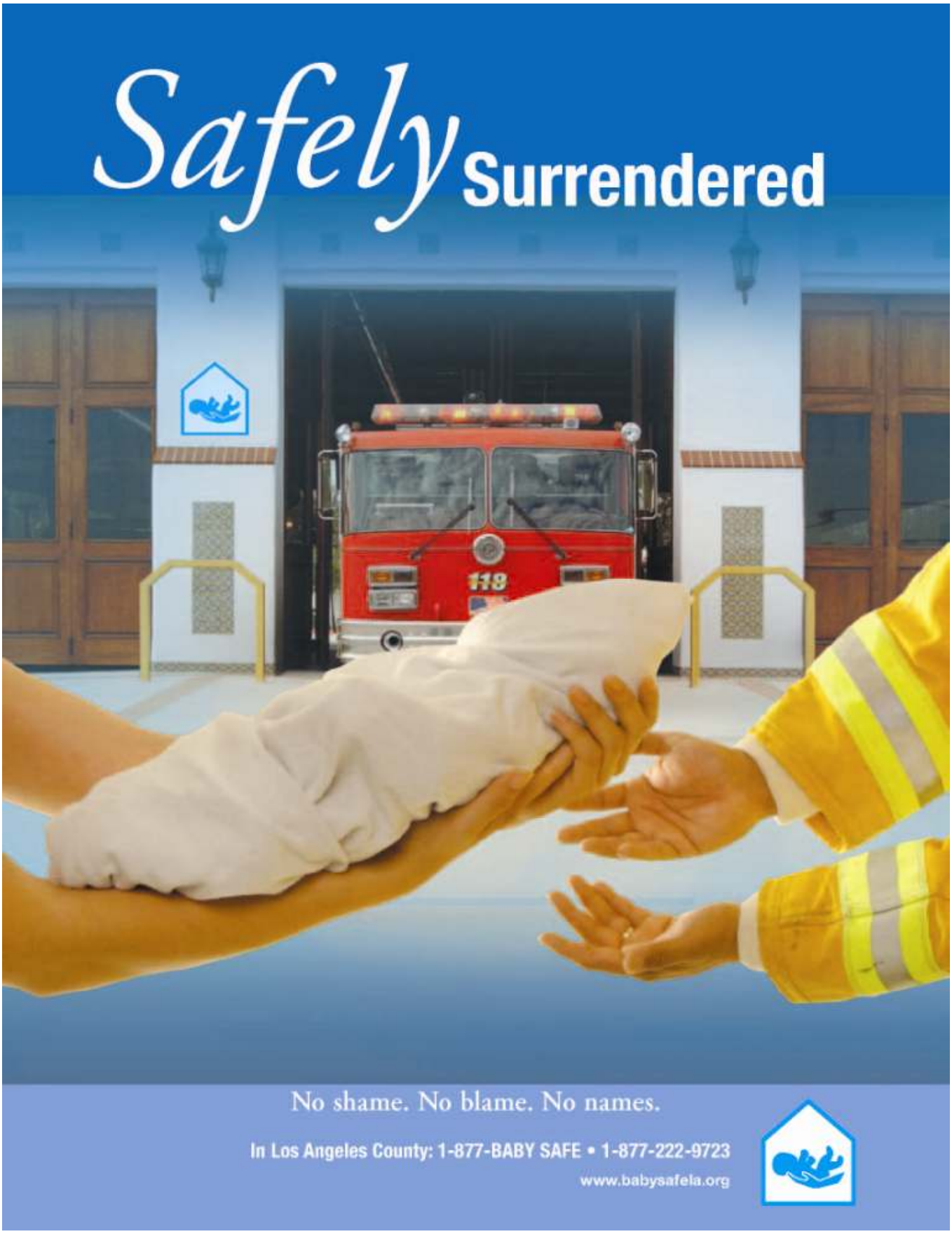
_____

_____

To report an urgent/serious problem, call _____ (enter name of CPM) **at:** _____ (phone # of CPM)

Send UCR to _____ (enter name, title, and complete address of CPM) and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

ATTACHMENT N



In Los Angeles County: 1-877-BABY SAFE • 1-877-229-9723
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?

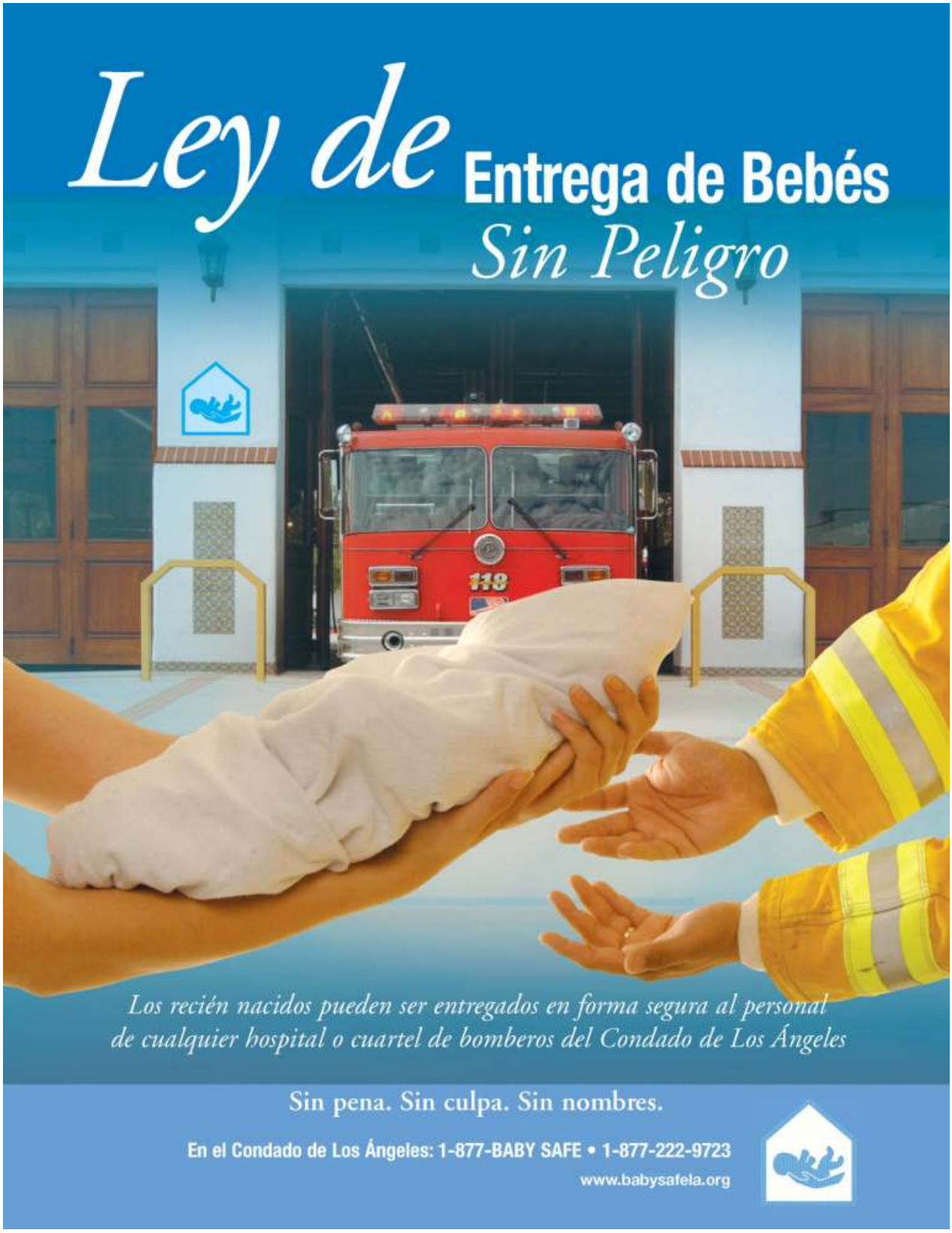
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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 to the baby's nurse and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The nurse 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 nurse was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entregue 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 acabar 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 pensarían sus familiares o amigos. Abandonaron a sus bebés porque estaban miedosas y no sentían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. **La Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo 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 metería 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.

ATTACHMENT O

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

_____
(Signature)

_____
Name (Print)

_____
Title

_____
Date

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

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

(Part D, ATTACHMENT P)

PART J - APPENDICES

APPENDIX 1

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE…

The importance of small business to the County...

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

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

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

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts. as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

2.202.010 Findings and declarations.
2.202.020 Definitions. For purposes of this chapter, the following definitions apply:
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A contractor who has been determined by the County to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.
E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a Bid or Proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a Bid, Proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a Bid or Proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds 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 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.

C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a Bid or Proposal for a new contract with the County.

B. The County may debar a contractor if the County 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 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.

C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.
(2) The frequency and/or number of incidents and/or duration of the wrongdoing.
(3) Whether there is a pattern or prior history of wrongdoing.
(4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.
(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)