



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 20, 2018

19 November 20, 2018

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

REQUEST FOR DELEGATED AUTHORITY TO AMEND THE TRANSITIONAL SHELTER CARE (TSC) CONTRACTS TO EXTEND THE TERM OF CONTRACTS, CHANGE THE LICENSING CATEGORY FROM TSC TO TEMPORARY SHELTER CARE FACILITY (TSCF), AND TO EXECUTE ADDITIONAL CONTRACTS FOR TSCF TO SERVE SPECIAL POPULATIONS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Department of Children and Family Services (DCFS) requests delegated authority to amend its Transitional Shelter Care (TSC) contracts to extend the term of the contracts effective December 8, 2018, through December 31, 2021, with two optional one year extension periods and to change the licensing category from TSC to Temporary Shelter Care Facility (TSCF) to meet State requirements under Continuum of Care Reform (CCR). In addition, DCFS seeks to execute additional TSCF contracts with licensed TSCF entities, as needed, to serve children and youth within special populations.

IT IS RECOMMENDED THAT THE BOARD:

- 1) Delegate authority to the Director, or designee, to execute Amendments as authorized by the CDSS, substantially similar to the attached amendment (Attachment A) to the TSC contracts to extend the term of the contracts effective December 8, 2018, through December 31, 2021, with two optional one-year extension periods for a total of five years by written notice contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies the Board and CEO in writing within ten business days of each extension period. This contract is financed using 36 percent Federal funds, 33 percent State funds, and 31 percent net County cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2018-2019 Final Adopted Budget and will be included in future Budget request.

- 2) Delegate authority to the Director, or designee, to execute Amendments to the TSC contracts as authorized by the CDSS to change the licensing category from TSC to TSCF to meet State requirements under CCR upon California Department of Social Services' (CDSS) final approval of the Department's TSC to TSCF transition plan and appropriate licensure of the TSCF agencies; and increase the maximum contract amount to commensurate with the new TSCF licensing category contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies the Board and CEO in writing within ten business days of executing such amendments.
- 3) Delegate authority to the Director, or designee, to procure by negotiation as authorized by the CDSS, additional TSCF contracts with licensed TSCF entities as needed to serve children and youth within special populations contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies the Board and CEO in writing within ten business days of executing such contracts.
- 4) Delegate authority to the Director, or designee to amend the above contracts in alignment with any changes to the TSCF program as approved by the State or to meet program needs, provided: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; and (c) prior County Counsel approval is obtained; and (d) the Director notified the Board and the CEO in writing within ten business days of executing such amendments.
- 5) Delegate authority to the Director, or designee to terminate the above contracts for contractor's default, or for the County's convenience, contingent upon: (a) prior approval by County Counsel; and (b) the Director notifies the Board and CEO in writing within ten business days of terminating any contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In April 2015, the County and CDSS Director, Will Lightbourne, entered into a stipulated judgment in the lawsuit Lightbourne v. County of Los Angeles, Los Angeles Superior Court Case No. BC580223, which required the County to provide licensed 72-hour transitional shelter care facilities for the populations of children served by the Children's Welcome Center (CWC) and Youth Welcome Center (YWC) within an abbreviated timeframe. The TSC contracts were executed allowing the County to comply with the terms set forth in the stipulated judgment.

Since the implementation of the TSC, the need for temporary shelter care services increased over the years. In addition, CCR called for a comprehensive approach to improving the experience and outcomes for children and youth in foster care, which includes procedure for the emergency placement of a child with a relative or non-related extended family member prior to resource family approval. Consequently, to continue compliance with the terms set forth and to meet State requirements under CCR, CDSS created a new licensing category called Temporary Shelter Care Facility (TSCF), which will replace the TSC license.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.

FISCAL IMPACT/FINANCING

The annual Maximum Contract Sum for David and Margaret Homes, Inc. is \$2,608,639; for Five Acers – The Boys' and Girls' Aid Society of Los Angeles County is \$1,714,704; for Hathaway-Sycamores Child and Family Services is \$2,661,504; and for Wayfinder Family Services is \$5,003,922. These contracts are financed using 36 percent Federal funds, 33 percent State funds, and 31 percent net County cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2018-2019 Final Adopted Budget and will be included in future Budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code Sections 26227 and 31000 authorizes Counties to contract for services. The CDSS Manual of Policy and Procedures (MPP) Section 23-650.1.18 allows counties to procure contracts by negotiation with prior CDSS approval when necessitated by unique circumstances.

On June 22, 2018, CDSS approved the County of Los Angeles to extend the term of the contracts effective December 8, 2018, through December 31, 2021, with two optional one year extension periods; amend the TSC contracts to change the licensing category from TSC to TSCF; and enter into additional Procurement by Negotiation TSCF contracts with licensed TSCF entities, as needed, to serve children and youth within special populations, not limited to: (a) LGBTQ youth (particularly transgender); (b) Youth with co occurring substance abuse and mental health conditions; (c) Youth with developmental delays and mental health conditions; (d) Youth with medical challenges (e.g., diabetes, asthma and tube feeding); (e) Teens/non-minor dependent parents with babies/toddlers; (f) Non-minor dependents with complex needs (e.g., medical, developmental, or mental health needs); (g) Non-minor dependent males; and (h) Commercially Sexually Exploited Children (CSEC).

To comply with CDSS' requirement to conduct a procurement for new TSCF services, DCFS intends to initiate a procurement process with formal advertising pursuant to Manual of Policies and Procedures (MPP) 23-600 et seq., for new TSCF contracts six months prior to December 31, 2021.

CONTRACTING PROCESS

The current contracts were procured by negotiation with prior approval from CDSS. DCFS requested and received approval for the actions requested in this Board Letter.

CONTRACTOR PERFORMANCE

The contractors have continually met all performance standards as outlined in the current contract and has been determined to be a responsive and responsible contractor by the County's Program Manager.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The increased numbers of detained children combined with the dwindling number of available emergency placement options created an urgency to prevent overstays at the Department's Emergency Response Command Post (ERCP), CWC and YWC. This heightened concern has led the Department to spearhead several different Emergency Shelter Care service initiatives to ensure children will have a safe and more structured out-of-home environment when removed from their homes in an emergency, 24-hours a day, and seven days a week.

Without approval of the recommended action, the County will be out of compliance with the stipulated judgment in the lawsuit Lightbourne v. County of Los Angeles, Los Angeles Superior Court Case No. BC580223. Approval of the recommended action will contribute toward the Department's efforts to establish 72-Hour TSC services, which will increase the number of contracted beds for children and youth taken into protective custody after hours.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and Amendment to the Department of Children and Family Services.

Respectfully submitted,



BOBBY D. CAGLE
Director

BOBBY D. CAGLE DirectorBDC:KR
LTI:EO:js

Enclosures

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



AMENDMENT NUMBER XXX

TO

TRANSITIONAL SHELTER CARE SERVICES CONTRACT

CFDA #93.658

CONTRACT NUMBER 15-XXXX

WITH

XXXXX 2018

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AMENDMENT NUMBER ONE TO
TRANSITIONAL SHELTER CARE SERVICES
CONTRACT NUMBER 15-XXXX WITH _____**

This Amendment Number XXX to Transitional Shelter Care Services Contract Number 15-XXXX is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR" this _____ day of Month 2018.

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

WHEREAS, on November 17, 2015, the Board of Supervisors approved the Transitional Shelter Care Services Contracts with certain qualified non-profit corporations; and

WHEREAS, CONTRACTOR is a Transitional Shelter Care Contractor with the County of Los Angeles; and

WHEREAS, to meet the California State requirements under Continuum of Care Reform, Assembly Bill (AB 403, AB1997 and AB 404), the California Department of Social Services created a new licensing category titled "Temporary Shelter Care Facility" to meet State wide reform and to include Non-Minor Dependents to receive services; and

WHEREAS, on June 22, 2018, the California Department of Social Services approved County of Los Angeles to amend the current Transitional Shelter Care Contracts to extend the contracts through December 31, 2021; change the licensing category to Temporary Shelter Care Facilities and procure by negotiation additional Temporary Shelter Care Facilities for special populations; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Condition, Section 7.0, Changes and Amendments, in the Transitional Shelter Care Services Contract; and

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

NOW THEREFORE, COUNTY and CONTRACTOR agree to modify the Transitional Shelter Care Services Contract as follows:

1. Part I, Unique Terms and Conditions, Section 2.0 TERM, Sub-Section 2.1.1 is added as follows:

- 2.1.1 The term of this Contract is extended effective December 8, 2018 through December 31, 2021, with two optional one-year extension periods unless terminated earlier.
2. Part I, Unique Terms and Conditions, Section 3.0 CONTRACT SUM, Sub-Section 3.1.1 is added as follows:
 - 3.1.1 The annual Maximum Contract Sum years 4 through 6 and each option year is \$X,XXX, XXX. The Maximum Contract Sum for Amendment XXX is \$X,XXX,XXX..
3. Part I, Unique Terms and Conditions, Section 4.0 INSURANCE REQUIREMENTS is deleted in its entirety and replaced as follows:

4.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's indemnification, and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors (except as noted in Sub-section 6.1) to maintain, the following programs of insurance specified in this Contract, including those insurance coverage requirements listed in Section 6.0. Such insurance shall be primary to any other insurance or self-insurance programs maintained by COUNTY, with respect to liability resulting from or connected to CONTRACTOR's acts or omissions, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 4.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

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

Prior to commencing Services under this Contract, such certificates or other evidence shall:

- 4.1.1 Specifically identify this Contract.
- 4.1.2 Clearly evidence all coverages required in this Contract.
- 4.1.3 Contain a provision that COUNTY shall receive written notice of cancellation or any change in required insurance including insurer, limits of coverage, and term of coverage or policy

period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which COUNTY may suspend or terminate this Contract.

4.1.4 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Sexual misconduct liability policies, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.

4.1.5 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 affect such waiver.

4.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.

4.3 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may, upon notice to CONTRACTOR, purchase the required insurance, and deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

4.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

4.4.1 Any accident or incident relating to Services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against

CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

4.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to Services performed by CONTRACTOR under this Contract.

4.4.3 Any injury to a CONTRACTOR employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY Program Manager.

4.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Contract.

4.5 Compensation for COUNTY costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

4.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing Services under this Contract, consistent with Sub-section 4.7, meet the insurance requirements of this Contract by either:

4.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

4.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

4.7 Insurance Coverage Requirements

General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits equal to the maximum allowed under contractor's policy, or the following, whichever is greater:

4.7.1 General Aggregate (if CONTRACTOR's facility has a total licensed capacity of seven or more beds): \$2 million
General Aggregate (if CONTRACTOR's facility has a total licensed capacity of six or less beds): \$1 million
Products/Completed Operations Aggregate: \$1 million

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

Note: General Aggregate limits for Subcontractors shall not be less than \$1 million

4.7.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired”, and “non-owned” vehicles, or coverage for “any auto,” and include a deductible no greater than \$1,000 in accordance with County Code (Section 2.38.060).

4.7.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

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

4.7.5 For CONTRACTORS on County owned Property, the following additional coverage is required: Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value.

4.7.6 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. Part I, Unique Terms and Conditions, Section 5.0 INVOICES AND PAYMENTS, Sub-Section 5.11 is added as follows:

- 5.11 Method of Payment and Required Information

- 5.11.1 The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.11.2 Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.11.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5. Part I, Unique Terms and Conditions, Section 9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM is deleted in its entirety and replaced as follows:

9.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
- 9.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 9.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 9.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 9.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

6. Part II, Standard Terms and Conditions, Section 4.0 ASSIGNMENT AND DELEGATION is deleted in its entirety and replaced as follows:

4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County. Any unapproved assignment or delegation shall be null and void. 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 the CONTRACTOR may have against COUNTY.
- 4.2 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.
- 4.2.1 Any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes CONTRACTOR's program as it existed at the time of the execution of this Contract) or any change in the license under CONTRACTOR's Community Care license is an assignment requiring COUNTY consent.
- 4.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute COUNTY consent.
- 4.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result

in the termination of the 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.

7. Part II, Standard Terms and Conditions, Section 10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM is deleted in its entirety.
8. Part II, Standard Terms and Conditions, Section 17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT is deleted in its entirety and replaced as follows:

17.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

17.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the 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 the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

9. Part II, Standard Terms and Conditions, Section 51.0 SAFELY SURRENDERED BABY LAW is deleted in its entirety and replaced as follows:

51.0 CONTRACTOR's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

51.1 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 Attachment H, 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. Information and posters for printing are available at www.babysafela.org.

51.2 Notice to Employees Regarding the 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Attachment H, Safely Surrendered Baby Law of this CONTRACT. Additional information is available at www.babysafela.org.

10. Part II, Standard Terms and Conditions, Section 65.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING is added as follows:

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

Contractor acknowledges and certifies in Attachment V, Zero Tolerance Human Trafficking Policy Certification that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

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

11. Part II, Standard Terms and Conditions, Section 66.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS is added as follows:

66.0 COMPLIANCE WITH ENCRYPTION REQUIREMENTS

66.1 Data Encryption

CONTRACTOR and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below in Paragraph 43.1.1,

43.1.2, and 43.1.3; and, as PI is defined in California Civil Code Section 1798.29(g), PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations, and MI is defined in California Civil Code Section 56.05(j).

66.1.1 Stored Data

CONTRACTORS' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) shall require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

66.1.2 Transmitted Data

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

66.1.3 Certification

The County must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above in Contractor's compliance with Encryption Requirements Form (Attachment W). In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on

the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 43.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

12. Part II, Standard Terms and Conditions, Section 67.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES is added as follows:

67.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

13. Part II, Standard Terms and Conditions, Section 68.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY is added as follows:

68.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

14. Part II, Standard Terms and Conditions, Section 69.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT is added as follows:

69.0 MANDATORY REQUIREMENT TO REGISTER ON FEDERAL SYSTEM FOR AWARD MANAGEMENT

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor

Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Attachment X.

15. Part II, Standard Terms and Conditions, Section 70.0 TIME OFF FOR VOTING is added as follows:

70.0 TIME OFF FOR VOTING

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

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN
FULL FORCE AND EFFECT**

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AMENDMENT NUMBER XX TO
TRANSITIONAL SHELTER CARE SERVICES
CONTRACT NUMBER 15-XXXX**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number XXX to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number XXX to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: _____

David Beaudet, Senior Deputy County Counsel