County of Los Angeles
CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: July 29, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
                 TELECONFERENCE ID: 927075833

To join via phone, dial 1(415)655-0001, then press 927075833# , then press # when prompted for attendee number ***IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILIATE PARTICIPANT CHECK-IN***

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

> Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
> Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**

2. **INFORMATIONAL ITEM(S):**
    (5 minutes)

    A) Board Letter:
        INCREASE THE CONTRACT SUM OF THE CURRENT AGREEMENT FOR INFORMATION AND REFERRAL SERVICES WITH THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INCORPORATED, DBA 211 LOS ANGELES COUNTY, TO MAINTAIN COVID 19 RELATED SERVICES
        CEO/SI – Emy Tzimoulis, CEO Manager and Gevik Shahverdian, Senior Analyst

    B) Board Letter:
        REQUEST FOR APPROVAL OF A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC TO DEVELOP A VISITATION SCHEDULING TOOL
        DCFS – Genie Chough, Assistant Deputy Director

3. **PRESENTATION/DISCUSSION ITEMS:**

    None available.

4. **Public Comment**
   (2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	7/29/2020
BOARD MEETING	9/1/2020
DELEGATED AUTHORITY BOARD LETTER	X Yes ☐ No
SUPERVISORIAL DISTRICT AFFECTED	All Districts
DEPARTMENT	CEO, DPSS, WDACS, DCFS, DHS, DMH, DPH
SUBJECT	DELEGATE AUTHORITY TO CHIEF EXECUTIVE OFFICE TO INCREASE THE CONTRACT SUM OF THE CURRENT AGREEMENT FOR INFORMATION AND REFERRAL SERVICES WITH THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INCORPORATED, DBA 211 LA COUNTY, TO MAINTAIN COVID-19 RELATED INCREASED CAPACITY AND SERVICES
PROGRAM	County Information and Referral Services Program
SOLE SOURCE CONTRACT	☐ Yes X No
	If Yes, please explain why:
DEADLINES/ TIME CONSTRAINTS	Approval of this Board Letter on or by September 1, 2020, is needed to extend COVID-19 related services beyond August 31, 2020.
COST & FUNDING	Total cost: $1,341,708	Funding source: Coronavirus Aid, Relief, and Economic Security (CARES) Act funding
	TERMS (if applicable): Upon approval of the above delegated authority, CEO will execute an amendment to extend the COVID-19 Special Project. All other terms from the original agreement shall remain in effect.
	Explanation: The total increase for the COVID-19 Special Project will be covered by Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.
PURPOSE OF REQUEST	To increase the total contract cost (beyond CEO's initial 10% delegated authority) and extend the COVID-19 special project on the contract until December 31, 2020.
BACKGROUND (include internal/external issues that may exist)	Since the beginning of the COVID-19 pandemic in the County, 211 LA has been receiving almost triple its normal call volumes, which initially caused long wait times and high call abandonment rates. To address these issues, the CEO executed Amendment No. Two to add the COVID-19 special project, which enabled 211 LA to double its workforce through hiring of temporary Community Resource Advisors and handle approximately double of the call volume that it handled under normal circumstances.
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: - Emy Tzimoulis, CEO Manager, 213-974-4603 etzimoulis@ceo.lacounty.gov - Gevik Shahverdian, Senior Analyst, 213-974-1334, gshahverdian@ceo.lacounty.gov

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

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

September 1, 2020

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

Dear Supervisors:

**DELEGATE AUTHORITY TO CHIEF EXECUTIVE OFFICE TO INCREASE THE
CONTRACT SUM OF THE CURRENT AGREEMENT FOR INFORMATION AND
REFERRAL SERVICES WITH THE INFORMATION AND REFERRAL FEDERATION
OF LOS ANGELES COUNTY, INCORPORATED, DBA 211 LA COUNTY, TO
MAINTAIN COVID-19 RELATED INCREASED CAPACITY AND SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Authorize the Chief Executive Officer (CEO), or her designee, to amend the County's
Information and Referral (I&R) Services agreement (Agreement) with Information and
Referral Federation of Los Angeles County, Inc., dba 211 LA County (211 LA County)
and increase the total contract sum by up to $1,341,708. The purpose of this increase is
to maintain the added staffing capacity at 211 LA County, in response to the
unprecedented high call volumes that resulted from the Novel Coronavirus (COVID-19)
pandemic in the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the CEO, or her designee, to amend the current I&R services
   agreement with 211 LA County, to increase the total contract sum of the
   Agreement by up to an additional $1,341,708 for a new contract maximum of
   $21,883,337. County Counsel's approval as to form will be obtained prior to
   execution.

"To Enrich Lives Through Effective And Caring Service"

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

211 LA County Contract

On December 3, 2019, the Board of Supervisors (Board) authorized CEO to execute the Agreement with 211 LA County for a total maximum Contract sum of $18,674,208. The Agreement provides health and human services, and general and specialized I&R Program services through the 2-1-1 dialing code. The current Agreement will expire on December 31, 2021.

Services rendered include:

1. Ensuring callers are directly connected to a service provider who can address their needs (*warm hand-offs*) on all crisis, abuse, and neglect calls, including those for the Departments of Children and Family Services (DCFS) Child Abuse Hotline, Workforce Development, Aging and Community Services (WDACS) Elder Abuse Hotline, Mental Health (DMH) ACCESS Hotline, and the Safely Surrendered Baby Hotline.

2. Assisting residents with unincorporated community services/code enforcement requests and conducting similar *warm hand-offs* to appropriate departments' representatives.

3. Providing I&R Program services to constituents seeking assistance through the America's Job Centers of California, Area Agency on Aging, and LA Found hotline, all funded by WDACS.

4. Making emergency information and resources available to the public whenever the County's Emergency Operations Center is activated, or a significant emergency is impacting the County.

5. Delivering services through special projects, such as: DCFS' Family Reunification Housing Subsidy Initiative; DCFS' Early Education Enrollment and Care Coordination; WDACS' Anti-Hate Campaign; CEO's Homeless Initiative Countywide Outreach System; DMH's Community Schools Initiative; CEO's Census 2020; and CEO's Coronavirus Public Health Emergency.

The Board delegated authority to the CEO to execute amendments to the Agreement and increase the contract sum by up to 10 percent of the original contract maximum. On January 29, 2020, the CEO executed Amendment No. One to update the WDACS Anti-Hate Campaign, add the Census 2020 special project, and increase the maximum contract sum to $18,957,875. On March 17, 2020, the CEO executed Amendment

No. Two to provide information related to the COVID-19 Public Health Emergency special project and increase the maximum contract sum to $20,108,689. On June 11, 2020, the CEO executed Amendment No. Three to extend the services related to the COVID-19 Public Health Emergency special project and increase the maximum contract sum to $20,541,629. The CEO has exhausted the 10 percent delegated authority granted by the Board.

The recommended actions will allow the County to maintain the increased 211 LA County capacity to respond to the unprecedented high call volumes that resulted from the COVID-19 pandemic in the County.

COVID-19 Impact

Since the beginning of the COVID-19 pandemic in the County, 211 LA has been receiving almost triple its normal call volumes, which initially caused long wait times and high call abandonment rates. To address these issues, the CEO executed Amendment No. Two to add the COVID-19 special project, which enabled 211 LA to double its workforce through hiring of temporary Community Resource Advisors and handle approximately double of the call volume that it handled under normal circumstances.

As of now, the COVID-19 special project is extended until August 31, 2020. Approval of the recommended actions will provide the CEO with the additional delegated authority to further extend the COVID-19 special project until December 31, 2020.

Implementation of Strategic Plan Goals

The recommended action is consistent with all three goal areas of the County Strategic Plan Goal No. 1 Make Investments That Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time; Goal No. 2 Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering entities supporting vibrant communities; and Goal No. 3 Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The contract sum was previously increased by $1,583,754 using the CEO's existing delegated authority to launch the COVID-19 special project and provide COVID-19 related services through August 31, 2020. Approval of the recommended action will allow CEO to increase the contract sum by an additional $1,341,708 to provide COVID-19 related services through December 31, 2020. The total increase of $2,925,462 for this special project will be covered by Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Section 26227 of the Government Code, the Board may appropriate and fund programs deemed by the Board to be necessary to meet the social needs of the population of the County, including, but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, legal services; and the needs of financially, physically, mentally challenged, and aged persons.

In 1980, the Board adopted the first contract with 211 LA County (then known as Info Line) to provide I&R Program services to all County residents. On October 16, 2003, the California's Public Utilities Commission designated 211 LA County as the sole provider of 2-1-1 I&R Program services to the County.

IMPACT ON CURRENT SERVICES

The additional delegated authority on the Agreement will enable the CEO to extend the COVID-19 special project, as needed, to ensure the increased call volume is handled, and uninterrupted I&R Program services for the public is provided by 211 LA County. All crisis services, such as Elder Abuse, Child Abuse, and Mental Health crisis needs will continue to be provided twenty-four (24) hours a day, seven (7) days a week.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:TJM
EDT:GS:km

Enclosures

c: Executive Office, Board of Supervisors
    County Counsel
    Children and Family Services
    Health Services
    Mental Health
    Public Health
    Public Social Services
    Workforce Development, Aging and Community
    Services

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS REVIEW DATE	7/29/2020
BOARD MEETING	8/11/2020
DELEGATED AUTHORITY BOARD LETTER	☒ Yes ☐ No
SUPERVISORIAL DISTRICT IMPACT	All
DEPARTMENT	Department of Children and Family Services (DCFS)
SUBJECT	REQUEST FOR APPROVAL OF A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC TO DEVELOP A VISITATION SCHEDULING TOOL
PROGRAM	Family Bonding Program
SOLE SOURCE CONTRACT	☒ Yes ☐ No
	This sole source contract would support Phase II of an existing project supported by vendor SideBench which completed Phase I. In August 2018, on Board motion by Supervisors Kuehl/Ridley-Thomas, CEO entered into a Delegated Authority Agreement (DAA) with Sidebench for Phase I to design and develop a family bonding time scheduling tool, "Time2Connect." The Pritzker Foster Care Initiative provided matching funds for the discovery phase. In February 2020, Sidebench completed Phase I, launching the pilot in 3 DCFS offices, and analyzing user experience to identify enhancements and new features. This contract for Phase II includes front-end development, implementing enhancements/features, and countywide rollout to all 20 offices. To ensure timely and successful project completion, Sidebench would also complete the back-end development work, as DCFS' internal information systems workload has increased dramatically in recent months and resources are limited. Without this contract, the investments made to date will be lost, including philanthropic and Productivity Investment Fund (PIF) awards. Social workers will continue to rely on manual processes to schedule visits, **spending 2 million hours to schedule 4 million hours of visits** per year. With automation, we can improve efficiency by 25%, saving 500,000 staff hours each year. This one-time technological investment will immediately free up millions of hours for social workers to dedicate more time to address and meet the needs of the children and families they serve.
DEADLINES/ TIME CONSTRAINTS	The Department aims to begins Phase II by the end of July 2020. Delays would jeopardize our ability to work with the existing vendor which has invested hundreds of hours into project development to date. In addition, the PIF grant was awarded in March 2018, and we are committed to spending the funds beginning July 2020 through the fiscal year.
COST & FUNDING	Total cost: $730,000 Funding source: (1) $330,000 = PIF Grant (2) $400,000 = DCFS funds (2011 State Realignment) Explanation: Of the total $730,000, DCFS won a $330,000 PIF grant, and $400,000 is financed by 2011 State Realignment funds.
PURPOSE OF REQUEST	Delegate CEO with authority allowing DCFS to enter into a sole source contract with Sidebench for Phase II of an existing project authorized by a DAA per Board motion.
BACKGROUND (include internal/external issues that may exist)	In child welfare, visits between foster children and their parents are the single best indicator of reunification. Reunification is 5 times more likely to occur with regular visitation. This is good for families <u>and</u> the County budget, because it will reduce time in foster care. Since 2016, the Board has taken several actions to support DCFS in its efforts to improve family bonding time, including 3 Board motions. Without this contract, the investments made to date will be lost, including external philanthropic funds and a PIF grant.
DEPARTMENTAL & OTHER CONTACTS	Name, Title, Phone # & Email: Genie Chough, Assistant Deputy Director, gchough@dcfs.lacounty.gov, 213-212-0566

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

August 11, 2020

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

Dear Supervisors:

REQUEST FOR APPROVAL OF A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC TO DEVELOP A VISITATION SCHEDULING TOOL (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval of a Sole Source Contract (Contract) between DCFS and Sidebench Studios, LLC (Sidebench) for services to finalize development of a visitation (also known as "family bonding') scheduling tool, Time2Connect.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute a contract, recommended for approval by the Chief Information Officer (CIO) in (Attachment A), which is substantially similar to Attachment B, with Sidebench, for an 18-month contract term with one-year option to extend at no additional cost, effective upon Board approval or the date of execution by the Director of DCFS or his designee, whichever is later. The Maximum Contract Sum is $730,000, of which $330,000 is to be financed by the County of Los Angeles Quality and Productivity Commission's Productivity Investment Fund Award (PIF Award) and $400,000 by 2011 State Realignment Funds in Fiscal Year (FY) 2020-21.

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2. Delegate authority to the Director of DCFS, or his designee, in consultation with County Counsel to execute amendments to increase or decrease the Maximum Contract Sum by 10 percent to accommodate any unanticipated increase or decrease in units of service. Approval from County Counsel will be obtained prior to executing such amendment, and the Director will notify the Board and the Chief Executive Officer (CEO) in writing within ten business days after execution.

3. Delegate authority to the Director of DCFS, or his designee, in consultation with County Counsel, to amend for programmatic changes to the Statement of Work, Terms and Conditions and any of its Exhibits. Approval from County Counsel will be obtained prior to executing such amendment, and the Director will notify the Board and the CEO in writing within ten business days after execution.

4. Direct the CIO in collaboration with DCFS to continue to ensure that the evaluation requirements from the August 2018, Board motion are met, including a written report back to the Board of Supervisors within one year of Time2Connect's countywide implementation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 2016, this Board has taken several actions to support DCFS in its efforts to improve family bonding time. In September 2016, a Board motion (Supervisors Kuehl/Antonovich) directed DCFS to develop a comprehensive visitation plan. In April 2017, at the first child welfare-focused hackathon in Los Angeles, #HackFosterCareLA, technology professionals, in partnership with DCFS staff, advocates and others, created a proof of concept for a scheduling tool that would significantly reduce the time it takes to coordinate, calendar, and confirm family visits. In April 2018, a Board motion (Supervisors Kuehl/Hahn) authorized the CEO to enter into a Delegated Authority Agreement (DAA) with Chapin Hall on visitation research, family-friendly locations, and other related strands of work. In August 2018, a Board motion (Supervisors Ridley-Thomas/Kuehl) authorized the CEO to enter into a DAA with Sidebench to design and develop Time2Connect, and partner with Chapin Hall at the University of Chicago and the CIO to conduct an evaluation of the tool after its implementation. In March 2019, DCFS won a PIF Award in the amount of $330,000 to complete Phase II of Time2Connect.

In February 2020, Sidebench and DCFS completed Phase I of Time2Connect, successfully launching the pilot in three DCFS offices (Glendora, Pasadena, and South County). During the first two months of Phase I, the pilot phase, Sidebench gathered and analyzed data to evaluate the usage and user experience, and conducted comprehensive interviews with pilot users to identify enhancements and new features for the future versions.

Sidebench and DCFS are now poised to begin Phase II of Time2Connect. The $330,000 PIF award will fund completion of front-end development and implementing enhancements and new features identified in Phase I. In addition, to ensure timely and completion of the project, Departmental funding in the amount of $400,000 will engage Sidebench to complete the back-end development work, as DCFS' internal information systems workload has continued to increase dramatically.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal III: Realize Tomorrow's Government Today; Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Community, and Strategy III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency.

FISCAL IMPACT/FINANCING

The total Maximum Contract Sum is $730,000 financed by the PIF Award and 2011 State Realignment Funds in FY 2020-21.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

In the context of child welfare, visitation between foster children and their parents (also referred to as "family bonding time") is a key strategy for reunifying families. DCFS staff currently spend two million hours to schedule four million hours of visits every year using a manual process to coordinate between several parties. This is a time intensive yet critical departmental function, as research shows that family bonding time:

- Increases reunification: Family time is the single best indicator of reunification, and five times more likely to occur with regular visitation by a mother.

- Decreases time in foster care, reducing County costs: Children who were not visited spent 45 months in care, compared with 29 months if visited irregularly, and 19 months if visited regularly. Less time in out-of-home care also results in fiscal savings for the County—savings needed during the current financial climate.

- Improves child outcomes: Strong evidence that frequency and duration correlates with stronger attachment, better subsequent relationships, healthy child development, and improved mental health for foster children.

- Benefits from worker intervention: Parents are twice as likely to attend visits when staff assist with scheduling, finding a location and assisting with transportation.

The attached visitation scheduling tool contract format (Attachment B) has been approved as to form by County Counsel.

The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment A).

CONTRACTING PROCESS

On June 24, 2020, DCFS notified your Board that it intended to negotiate a Sole Source contract per Board Policy 5.100 with Sidebench. This contract would build upon the work completed in Phase I for completion of Phase II, funded by an existing PIF Award and departmental funding. A Sole Source is needed for this final phase of this project, as moving to a different vendor at this point would mean a loss of expertise of SideBench staff, a delay in bringing outside developers up to speed on system requirements resulting in a delay project finalization. The required Sole Source Checklist (Attachment C), approved by CEO and Sole Source Justification (Attachment D), are attached.

This contract for Phase II will include the design, front-end development, and maintenance and support for Time2Connect. Since this work is a continuation of Phase I work conducted by the vendor, additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. In addition, it is in the best economic interest of the County to continue working with the existing vendor due to significant costs and an excessive learning curve for a new service provider.

Without this contract to support both front-end and back-end work, the investments made to date will be lost, including philanthropic and PIF awards, and the department will not realize departmental efficiencies. As mentioned, DCFS staff currently spend two million hours to schedule four million hours of visits every year. With an automated scheduling tool, we can improve efficiency by 25%, saving 500,000 staff hours annually. Importantly, increased reunification results in less time in foster care, thereby reducing significant DCFS costs for foster care.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of current recommendations will allow the department-wide implementation of Time2Connect, streamline coordination, communication, and data collection around

visitation scheduling. This will allow the process to be more efficiently and easily standardized across all the DCFS offices. In addition, Time2Connect will increase the number of successful visits, thereby increasing the likelihood of reunification.

CONCLUSION

Upon Board's approval, please instruct the Executive Officer/Clerk of the Board to send an adopted, stamped copy of this Board Letter to:

Department of Children and Family Services
Contract Administration Division
Attention: Leticia Torres-Ibarra, Division Manager
425 Shatto Place, Room 400
Los Angeles, CA. 90020

Respectfully submitted,   Reviewed by:

BOBBY D. CAGLE   WILLIAM S. KEHOE
Director   Chief Information Officer

BDC:GP:CMM:KR
LTI:CP:MW:ak

Attachments

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

DRAFT

Office of the CIO
CIO Analysis

William S. Kehoe
CHIEF INFORMATION OFFICER

SUBJECT:

REQUEST FOR APPROVAL OF A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC TO DEVELOP A VISITATION SCHEDULING TOOL

CONTRACT TYPE:

☒ New Contract   ☒ Sole Source   ☐ Amendment to Contract #:

SUMMARY:

The Department of Children and Family Services (DCFS) is requesting Board authorization to execute a sole-source Contract with SideBench Studios, LCC (SideBench) to enhance, implement, and provide post implementation support for a mobile web application, called Time2Connect (T2C), which automates and streamlines the scheduling of family visitations for children in foster care with their biological parents. DCFS is also requesting authorization to increase or decrease the maximum Contract sum and to amend the Contract to address programmatic changes. The Contract term is for 18 months with a one-year option at no additional cost.

The idea for the T2C came from a local hackathon (#HackFosterCareL) in April 2017. In December 2017, SideBench conducted a discovery and design engagement funded through philanthropic organizations to elicit and document system requirements and develop an application prototype. On August 14, 2018, the Board authorized the CEO to enter into a Delegated Authority Agreement (DAA) with SideBench, executed on September 26, 2018, for T2C Phase I development. Phase I, a co-development effort between Side Bench and DCFS information technology (IT) was completed in February 2020. The T2C application was piloted to a subset of users at three DCFS offices – Glendora, Pasadena, and South County, and DCFS engaged SideBench through a Contract Change Notice to perform a T2C evaluation during the first two months of the pilot.

The T2C Phase I pilot user participation was limited due County's COVID 19 "Safer at Home Order". SideBench's T2C evaluation included deploying Google Analytics and Hotjar Experience Sampling tool to collect and analyze data on application usage and conducting user interviews and testing to document application usability and functionality. The pilot evaluation results updated T2C application roadmap and identified 11 new features and enhancements that will be developed in Phase 2 of the project, which is supported by the proposed Board Contract.

The vendor scope and cost will increase under T2C Phase 2. Due to competing priorities for DCFS IT, SideBench will assume responsibility for the development and deployment of front-end application user interface and back-end database (formerly a DCFS IT Phase I task). The Phase 2 Contract scope includes: designing the new features and enhancements, developing/deploying the front-end application user interface and back-end database required for new features and enhancements, deploying a production ready application for a department-wide roll out to all DCFS field offices, and providing three months of post deployment maintenance and support.

Contract Amount: $730,000

FINANCIAL ANALYSIS:

Historical Project Costs:

T2C Design and Discovery	$	69,365[1]
CEO T2C DAA Phase I	$	319,494[2]
T2C DAA Phase I Change Notice	$	33,329[3]
Subtotal Historical Costs:	$	422,188

SideBench Sole Source Contract

One-time costs:

Front-End Design & Development	$	319,348[4]
Back-End Development	$	385,993[5]
Post Production Support	$	24,658[6]
Subtotal One-time Contract Costs:	$	730,000

Ongoing annual costs:

InTouch Subscription Fees (12 Months)	$	59,820[7]

Total Project Costs: **$** **1,212,008**

Notes:

[1] Contract between SideBench and Southern California Grantmakers, a 501c3 philanthropic organization. Funding was provided by the Anthony & Jeanne Pritzker Family Foundation, First 5 LA, Ralph M Parson Foundation.

[2] CEO DAA with SideBench for Phase 1 development executed on 9/26/2018

[3] DAA Change Notice for pilot evaluation executed on 5/02/2019

[4] Front end design and development costs for 11 Phase 2 features and enhancements

[5] Back end database development costs for Phase 2 features and enhancements

[6] Three month post application production support

[7] Estimated annual costs for InTouch messaging service that is integrated with T2C application to provide automated calling and texting reminders for visitations.

DRAFT

RISKS:

1. **Project Management and Governance** – Strong project governance and dedicated project management are needed to ensure adherence to schedule and budget, manage scope changes, and manage contract performance. The Office of CIO met with DCFS executive management and reviewed the proposed project governance and has determined it is appropriate. The project executive sponsor is a DCFS Senior Deputy Director and the project will be managed by a project manager within DCFS' IT organization.

2. **DCFS IT Project Resource Commitment** – DCFS IT competing priorities has led to the vendor assuming more project scope and introduces risk that the project will not be sufficiently resourced to ensure project success. DCFS' project sponsor confirmed that the project is a Department priority and that adequate resources will be assigned to the project, particularly for knowledge transfer, quality assurance and testing, training and change management.

3. **Increased Vendor Project Scope** – Under the proposed Contract, the vendor is assuming back-end development work previously performed by DCFS IT, which introduces quality and timeliness risks. DCFS represents that most of the integration work was completed in Phase I and the vendor back-end development will be confined to that application database and potential some integration to the DCFS data warehouse. DCFS IT will continue to provide knowledge transfer and will perform quality assurance on vendor development deliverables.

4. **Quality and Timeliness of Vendor's Work** – The risk of the vendor failing to meet their obligations under the Contract is addressed by provisions for a Corrective Action Plan to address identified deficiencies. Also, there are provisions for Termination for Default for failure of the vendor to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Contract.

5. **Information Security** – The County's Chief Information Security Officer (CISO) has reviewed the agreement with DCFS and determined that there is confidential and/or sensitive information is being used during this engagement, and County minimum requirements for access control, administrative system access, and server and workstation requirements are met. Also, DCFS plans to require that the vendor carry cyber liability insurance in the executed Contract.

6. **Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

PREPARED BY:

_____   _____
DEPUTY CHIEF INFORMATION OFFICER   DATE

APPROVED:

_____   _____
WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER   DATE

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SIDEBENCH STUDIOS LLC

FOR

APPLICATION DESIGN, DEVELOPMENT, MAINTENANCE &

SUPPORT SERVICES FOR THE

VISITATION SCHEDULING TOOL

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STANDARD EXHIBITS

UNIQUE EXHIBITS

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SIDEBENCH STUDIOS, LLC
FOR
APPLICATION DESIGN, DEVELOPENT, MAINTENANCE & SUPPORT SERVICES

This Contract ("Contract") made and entered into this ___ day of _____, 20_ by and between the County of Los Angeles, hereinafter referred to as County and Sidebench Studios, LLC, hereinafter referred to as "Contractor". Sidebench Studios, LLC is located at 2912 Colorado Avenue, #201, Santa Monica, CA 90404.

1.0   RECITALS

WHEREAS, the County may contract with private businesses for application design, development, maintenance and support services (the "Services") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing the Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for the Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

2.0   APPLICABLE DOCUMENTS

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. All changes to this Contract, other than an authorized extension, or non-material changes, shall not be valid unless prepared pursuant to 9.1 "Amendments" and signed by both parties.

Exhibits A, A-1, A-2, A-3, and B, C, D, E, F, G, H, I, J, K, L, M, N, and O, set forth below, are attached to and incorporated by reference in this Contract.

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.

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 through O.

2.1.   Standard Exhibits

Exhibit A -   Statement of Work
Exhibit A-1 - Performance Requirements Summary
Exhibit A-2 - Performance Outcome Measure Summary
Exhibit A-3 - Contract Discrepancy Report
Exhibit B -   Pricing Sheet
Exhibit C -   Line Item Budget and Budget Narrative
Exhibit D -   Contractor's EEO Certification
Exhibit E -   County's Administration
Exhibit F -   Contractor's Administration
Exhibit G -   Forms Required at the Time of Contract Execution
Exhibit H -   Jury Service Ordinance
Exhibit I -   Safely Surrendered Baby Law
Exhibit J -   Attestation of willingness to Consider GAIN/GROW Participants
Exhibit K -   Auditor-Controller Contract Accounting and Administration Handbook
Exhibit L -   Internal Revenue Service Notice 1015

2.2.   Unique Exhibits

Exhibit M -   Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
Exhibit N -   Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit O -   Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

3.0 DEFINITIONS

3.1 Standard Definitions:

3.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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.

3.1.1.1 Change Order: Any changes requested after review or approval and acceptance of the delivery are deemed outside the Statement of Work.

3.1.1.2 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

3.1.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

3.1.1.4 Contractor Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract

3.1.1.5 County Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

3.1.1.6 County Program Manager: Person designated by County's Project Director to manage the operations under this contract.

3.1.1.7 County Contract Program Monitor: Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

3.1.1.8 County Program Director: Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

3.1.1.9 Day(s): Calendar day(s) unless otherwise specified.

3.1.1.10 DCFS: County's Department of Children and Family Services.

3.1.1.11 Director: County's Director of the Department of Children and Family Services or his or her authorized designee.

3.1.1.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.1.1.14 Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

3.1.1.15 Subcontract: An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

3.1.1.16 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

4.0 WORK

4.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

4.2 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.

4.3   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.

5.0   TERM OF CONTRACT

5.1   The term of this Contract shall be 18 months commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5.2   The County shall have the option to extend this Contract term for up to one additional, one (1) year period extension, for a maximum total Contract term of two years and six months, subject to Contractor's mutual agreement. Each such extension option may be exercised at the sole discretion of the Board of Supervisors or Director or his/her designee as authorized by the Board of Supervisors.

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

5.3   The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E - County's Administration.

6.0   CONTRACT SUM

6.1   Total Contract Sum

6.1.1   The parties agree that this is a firm-fixed price contract with a Maximum Contract Sum of $330,000 financed by the County of Los Angeles Quality and Productivity Commission's Productivity Investment Fund Award (PIF Award) for the contract term ending 18-months upon execution.

6.1.2   County and Contractor agree that County shall compensate Contractor, as specified in Exhibit B, Pricing Sheet.

6.1.3   Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget and Budget

Narrative herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

6.1.4 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. 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.

6.2 Written Approval for Reimbursement

6.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. County acknowledges that Contractor may engage subcontractors to perform additional work relating to Contractor's provision of the Services. All Subcontractors requiring access to County and/or Department Information Technology ("IT") assets to complete the Services shall be disclosed by Contractor to County for its prior approval within two (2) business days of onboarding, shall execute the Department's Non-Disclosure Agreement ("NDA"), and shall comply with the Confidentiality provisions set forth in Paragraph 7.6 of this Contract.

6.3 Notification of 75% of Total Contract Sum

6.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E, County's Administration.

6.4 No Payment for Services Provided Following Expiration- Termination of Contract

6.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract, with the exception of any termination arising from County's breach of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6.5 Invoices and Payments

6.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

6.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

6.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

6.5.5 Contractor shall submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services

Attention: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Genie Chough, County Program Manager
425 Shatto Pl. Suite #?
Los Angeles, CA 90020

6.5.6   County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.5.7   Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments.   Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.5.8   Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line-item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.

6.5.9   The Contractor shall provide the County with monthly invoices (Exhibit XXX) for all services provided pursuant to this contract within 30 days of the last day of the month in which the services were rendered. These services shall not exceed the frequency or duration of services initially approved unless modified in writing by the CPM or designee.

6.5.10   Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to

submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

6.5.11   Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-133. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html.

6.5.12   In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

6.5.13   Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS shall require a Corrective Action Plan in order to mitigate further errors in invoicing.

6.5.14   Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.

6.5.15   Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

6.5.16   The CPM shall provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including specific services not rendered, the date of service, the amount of the deduction and the reason for the deduction.

6.5.17   County Approval of Invoices. All invoices submitted by the Contractor for payment must have written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonable withheld.

6.5.18   The CPM (or designee) shall review the Contractor's invoice within 30 days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor shall be provided seven business days to provide any additional documentation to address the discrepancies.

6.5.19   Use of Donated Funds. Contractor shall not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB)

Super Circular, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit K).

6.6   Cost of Living Adjustments (COLA's)

6.6.1   COLA's are not required; they are only included if the Department makes the determination to add them. If they are to be included in the contract, the following language should be added:

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period.   Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

6.7   Funding Adjustments and Reallocations

6.7.1   If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Annual Contract Budget as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Annual Contract Budget as determined by

County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Annual Contract Budget, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Annual Contract Budget, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

6.7.2   County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

6.7.3   If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Annual Contract Budget for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Annual Contract Budget. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

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

6.8.1   The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

6.8.2   The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

6.8.3   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.

6.8.4   At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

7.0   ADMINISTRATION OF CONTRACT - COUNTY

7.1   County Administration

7.1.1   A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

7.2   County's Project Director

7.2.1   The role of the County's Project Director may include:

7.2.1.1   Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all

of the requirements of this Contract be relieved, excused or limited thereby; and

7.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

7.3 County's Project Manager

7.3.1 The role of the County's Project Manager is authorized to include:

7.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

7.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project 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.

7.4 County's Contract Project Monitor

7.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 Contractor Administration

8.1.1 A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

8.2 Contractor's Project Manager

8.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

8.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

8.3 Approval of Contractor's Staff

8.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder, including, any Subcontractors that Contractor may engage as described in Section 5.2.1 hereinabove, and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

8.4 Contractor's Staff Identification

Two options are provided for this paragraph. One is if the Contractor is responsible to badge their employees, the other is if the County issues County identification badges to Contractor's employees.

Use the following paragraph if Contractor is responsible for providing identification badges to their employees.

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

OR

Use the following paragraph if County is responsible for providing identification badges to the Contractor's employees.

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

8.4.1   Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

8.4.2   Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

8.4.3   If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

8.5   Background and Security Investigations

8.5.1   (Language to be customized according to services being provided and in consultation with County Counsel.)

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with

County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

8.5.3   Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.6   Confidentiality

8.6.1   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.

8.6.2   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 Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the

right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3   Contractor shall inform all of its officers, employees, agents and Subcontractors providing the Services hereunder of the confidentiality provisions of this Contract.

8.6.4   There are four types of Confidentiality Agreements: Two for Non-Information Technology (IT) Agreements and the other two for IT Agreements that involve Intellectual Property and Copyright Assignment language.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality, And Copyright Assignment Agreement "Exhibit G1-IT.

9.0   STANDARD TERMS AND CONDITIONS

9.1   Amendments

9.1.1   For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by (Director or his/her designee OR it may have to be executed by the Board of Supervisors).

9.1.1.1 Extension of the contract term may be exercised through a Written Notice, signed by the Director or designee as delegated by the Board of Supervisors.

9.1.1.2 Any "Change Order" by either parties shall be issued via an amendment.

9.1.2   The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by (Department to determine what level of management is required to execute this Amendment).

9.1.3 The (Director or his/her designee or Board of Supervisors), may at his/her sole discretion, authorize extensions of time as defined in Paragraph 5 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by (Department to determine what level of management is required to execute this Amendment).

9.2 Assignment and Delegation/Mergers or Acquisitions

9.2.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

9.2.2 Except as otherwise provided in Paragraph 6.2.1 hereinabove, 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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

9.2.3 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.

9.2.4   Except as otherwise provided in Paragraph 6.2.1 hereinabove, any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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 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.

9.3   Authorization Warranty

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

9.4   Budget Reductions

9.4.1   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 Contractor under this Contract shall also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Upon receipt of such notice, Contractor shall have the right, in its sole discretion, to terminate this Contract upon written notice to County pursuant to Paragraphs 8.34 and 8.42 below. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

9.5 Complaints

9.5.1 Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

9.5.2 Complaint Procedures

9.5.2.1 Within __ business days after the Contract effective date, Contractor shall provide the County with Contractor's policy for receiving, investigating and responding to user complaints.

9.5.2.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

9.5.2.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within ____ business days for County approval.

9.5.2.4 If, at any time, Contractor wishes to change its policy, Contractor shall submit proposed changes to the County for approval before implementation.

9.5.2.5 Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within ____ business days of receiving the complaint.

9.5.2.6 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.

9.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within ____ business days of mailing to the complainant.

9.6 Compliance with Applicable Law

9.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.6.2 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 Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

9.7 Compliance with Civil Rights Laws

9.7.1 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. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

9.8 Compliance with the County's Jury Service Program

9.8.1 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 as Exhibit H and incorporated by reference into and made a part of this Contract.

9.8.2   Written Employee Jury Service Policy.

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

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. 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 and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.9   Conflict of Interest

9.9.1   No County employee whose position with the 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 the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.9.2   The 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. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

9.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

9.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

9.11 Consideration of Hiring GAIN-GROW Participants

9.11.1 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.

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

9.12 Contract Accounting and Financial Reporting

9.12.1 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 K, Auditor-Controller Contract Accounting and Administration Handbook.

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

9.13 Employee Benefits and Taxes

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

9.13.2 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.

9.14 Fixed Assets

9.14.1 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.

9.15 Contractor Responsibility and Debarment

9.15.1 Responsible Contractor

A responsible contractor is a contractor 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.

9.15.2   Chapter 2.202 of the County Code

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 (5) 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.

9.15.3   Non-responsible contractor

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.

9.15.4   Contractor Hearing Board

9.15.4.1 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.

9.15.4.2 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.

9.15.4.3 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.

9.15.4.4 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.

9.15.4.5 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 (5) 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 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.

9.15.4.6 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.

9.15.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of Contractor.

9.16 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

9.16.1 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 Exhibit I, 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.

9.17 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions

of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.18   County's Quality Assurance Plan

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

9.19   Damage to County Facilities, Buildings or Grounds

9.19.1   Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.19.2   If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.20   Employment Eligibility Verification

9.20.1   Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the 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 all such documentation for all covered employees for the period prescribed by law.

9.20.2   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 Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.21   Facsimile Representations

9.21.1   The County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.22   Fair Labor Standards

9.22.1   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.

9.23   Force Majeure

9.23.1   Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

9.23.2   Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

9.24   Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. 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.

9.25 Independent Contractor Status

    9.25.1   This Contract is by and between the County and 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 the County and 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.

    9.25.2   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.

    9.25.3   Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. 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 Contractor pursuant to this Contract.

    9.25.4   Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

9.26 Indemnification

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

9.27 General Provisions for all Insurance Coverage

9.27.1 Include all paragraphs of 8.27 below in all County service contracts. If you need assistance with a lease, construction or other specialized contract or agreement, please refer to the Insurance Manual or contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance staff for specialized provisions and further assistance. **Please do not request that contractors send certificates to CEO Risk Management.**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 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.

9.27.2 Evidence of Coverage and Notice to County

9.27.2.1 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.

9.27.2.2 Renewal Certificates shall be provided to County not less than ten (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.

9.27.2.3 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 dollars ($50,000), and list any County required endorsement forms.

9.27.2.4 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.

9.27.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Children and Family Services
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Andrew Kang, Contract Analyst

9.27.2.6 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 subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

9.27.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's 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.

9.27.4   Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice 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 the County may suspend or terminate this Contract.

9.27.5   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 purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

9.27.6   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.

9.27.7   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.

9.27.8   Waivers of Subrogation

To the fullest extent permitted by law, 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. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.27.9   Subcontractor Insurance Coverage Requirements

Intentionally Omitted.

9.27.10 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.

9.27.11 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.

9.27.12 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.

9.27.13 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.

9.27.14 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.

9.27.15 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.

9.27.16 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://doingbusiness.lacounty.gov/vendor_reg.htm. (There is an underscore in the address between the words 'vendor reg').

9.28 Insurance Coverage

9.28.1 At a minimum, all County service contracts should include the Commercial General Liability, Automobile Liability and Workers Compensation and Employer's Liability insurance requirements with limits of not less than those noted below. If you are uncertain or have questions about the appropriate types and limits of insurance coverage for your specific contract, please refer to the Insurance Manual or contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov.

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

9.28.2 **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.

9.28.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01A) naming the County as the Alternate Employer. 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. 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.

The Alternate Employer endorsement (above) also should be required if your department will 1) lease or rent equipment and an equipment operator is provided by the supplier, or 2) exercise control over the details of the work performed by the employees of your contractor. Please contact the CEO Risk Management Branch – Risk Transfer Unit/Insurance

Compliance at insurancecompliance@ceo.lacounty.gov if you need assistance.

One or more of the following insurance coverage(s) may also be required, depending upon the type of contracted service. Please review and select coverage(s) as applicable.

If you are uncertain or have questions about the appropriate types and limits of insurance coverage for your specific contract, please refer to the Insurance Manual or contact the CEO, Risk Management Branch – Risk Transfer Unit/Insurance Compliance at insurancecompliance@ceo.lacounty.gov for assistance.

9.28.4 Unique Insurance Coverage

9.28.4.1 Sexual Misconduct Liability

Intentionally Omitted.

9.28.4.2 Professional Liability-Errors and Omissions

Intentionally Omitted.

9.28.4.3 Property Coverage

Intentionally Omitted.

9.28.4.4 Crime Coverage

Intentionally Omitted.

9.28.4.5 Technology Errors & Omissions Insurance

Intentionally Omitted.

9.28.4.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than $2 million. No exclusion/restriction for

unencrypted portable devices/media may be on the policy.

9.28.4.7 **Miscellaneous Coverage**

Intentionally Omitted.

9.29 Liquidated Damages

9.29.1 Intentionally Omitted.

9.29.2 Intentionally Omitted.

9.29.3 Intentionally Omitted.

9.29.4 Intentionally Omitted.

9.30 Most Favored Public Entity

9.30.1 Intentionally Omitted.

9.31 Nondiscrimination and Affirmative Action

9.31.1 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.

9.31.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

9.31.3 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.

9.31.4 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.

9.31.5 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.

9.31.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.31 (Nondiscrimination and Affirmative Action) when so requested by the County.

9.31.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

9.31.8 The parties agree that in the event 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.

9.32   Non Exclusivity

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

9.33   Notice of Delays

   9.33.1   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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

9.34   Notice of Disputes

   9.34.1   Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

9.35   Notice to Employees Regarding the Federal Earned Income Credit

   9.35.1   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 Service Notice No. 1015 (Exhibit L).

9.36   Notice to Employees Regarding the Safely Surrendered Baby Law

   9.36.1   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 Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

9.37   Notices

9.37.1   All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.38   Prohibition Against Inducement or Persuasion

9.38.1   Notwithstanding the above, Contractor and the 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.

9.39   Public Records Act

9.39.1   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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in 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 issued by a court of competent jurisdiction.

9.39.2   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 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.

9.40   Publicity

9.40.1   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 Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

9.40.1.1   Contractor shall develop all publicity material in a professional manner; and

9.40.1.2   During the term of this Contract, 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.

9.40.1.3   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 Paragraph 9.40 (Publicity) shall apply.

9.41   Record Retention and Inspection-Audit Settlement

9.41.1   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. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction,

activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.41.2   In the event that an audit of 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 Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of 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) 8.41.3
    Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.41.3   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 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 Contractor, then the difference shall be either: a) repaid by 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 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 Contractor, then the difference shall be paid to 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.

9.41.4   The following subparagraph applies to Living Wage Contracts only.

In addition to the above, the contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the contractor's compliance with the County's Living Wage Program, that the contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the contractor's non-County contracts. The contractor further acknowledges that the foregoing requirement in this paragraph relative to contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

9.42   Recycled Bond Paper

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

9.43 Subcontracting

9.43.1 The requirements of this Contract may be subcontracted by Contractor pursuant to Paragraph 6.2.1 hereinabove. Any attempt by Contractor to subcontract in violation of Paragraph 6.2.1 hereinabove may be deemed a material breach of this Contract.

9.43.2 If Contractor desires to subcontract, and the prospective Subcontractor requires access to County and/or Department Information Technology ("IT") assets to complete the Services, Contractor shall provide the following information promptly at the County's request:

9.43.2.1 A description of the work to be performed by the Subcontractor;

9.43.2.2 A draft copy of the proposed subcontract; and

9.43.2.3 Other pertinent information and/or certifications requested by the County.

9.43.3 Intentionally Omitted.

9.43.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

9.43.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.

9.43.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

9.43.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.43.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

9.44 Shred Document

9.44.1 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.

9.44.2 Documents for record and retention purposes in accordance with Section 9.41, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

9.45 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

9.45.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 9.17 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 9.47 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

9.46   Termination for Convenience

9.46.1   This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County or the Contractor, in their sole discretion, to be in their best interest. Termination of work hereunder shall be effected by notice of termination to Contractor or County, pursuant to Paragraph 9.37, 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 ten (10) days after the notice is sent. Notwithstanding anything to the contrary, the payment obligations described in Paragraph 5 hereinabove shall survive any termination of this Contract.

9.46.2   After receipt of a notice of termination and except as otherwise directed by the County, Contractor shall:

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

9.46.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

9.46.3   All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

9.47   Termination for Default

9.47.1   The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

9.47.1.1 Contractor has materially breached this Contract; or

9.47.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

9.47.1.3 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.

9.47.2   In the event that the County terminates this Contract in whole or in part as provided in Paragraph 9.47.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

9.47.3   Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 9.47.2 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 paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

9.47.4   If, after the County has given notice of termination under the provisions of Paragraph 9.47 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of Paragraph 9.47 (Termination for Default) or that the default was excusable under the provisions of subparagraph 9.47.3, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to Paragraph 9.46 (Termination for Convenience).

9.47.5 The rights and remedies of the County provided in this Paragraph 9.47 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.48 Termination for Improper Consideration

9.48.1 The 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 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 Contractor.

9.48.2 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.

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

9.49 Termination for Insolvency

9.49.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

9.49.1.1 Insolvency of Contractor. 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;

9.49.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

9.49.1.3 The appointment of a Receiver or Trustee for Contractor; or

9.49.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

9.49.2 The rights and remedies of the County provided in this Paragraph 9.49 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 Termination for Non-Adherence of County Lobbyist Ordinance

9.50.1 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 Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

9.51 Termination for Non-Appropriation of Funds

9.51.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for 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.

9.52   Use of Funds

9.52.1   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.

9.53   Validity

9.53.1   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.

9.54   Waiver

9.54.1   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 Paragraph 9.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.55   Warranty Against Contingent Fees

9.55.1   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 Contractor for the purpose of securing business.

9.55.2   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.

9.56   Warranty Against Exclusion, Debarment or Suspension

        9.56.1   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.

9.57   Warranty of Compliance with County's Defaulted Property Tax Reduction Program

        9.57.1   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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

9.58   Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

        9.58.1   Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.57 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

9.59   Time Off for Voting

9.59.1 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 ten (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.

9.60 Compliance with County's Zero Tolerance Policy on Human Trafficking

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

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

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

9.61 Intentionally Omitted

Intentionally Omitted.

9.62 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.

9.63 Compliance with the County Policy of Equity

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/). 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. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

9.64   Prohibition from Participation in Future Solicitation(s)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

10.0   UNIQUE TERMS AND CONDITIONS

10.1   Intentionally Omitted

10.2   Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Option 2 - Business Associate – contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

Intentionally Omitted.

10.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

10.2.2 Intentionally Omitted.

10.2.3 Intentionally Omitted.

10.2.4 Intentionally Omitted.

10.3 Ownership of Materials, Software and Copyright

10.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Notwithstanding anything to the contrary, Contractor maintains all rights, interests, and titles to its skills, know-how, methods, techniques, patents, trade secrets, proprietary and confidential information owned and/or used by Contractor to provide the Services.

10.3.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

10.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

10.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

10.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under subparagraph 10.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 10.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

10.3.6 All the rights and obligations of this Paragraph 10.3 shall survive the expiration or termination of this Contract.

10.4 Patent, Copyright and Trade Secret Indemnification

10.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

10.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained,

enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

Procure for County all rights to continued use of the questioned equipment, part, or software product; or

Replace the questioned equipment, part, or software product with a non-questioned item; or

Modify the questioned equipment, part, or software so that it is free of claims.

10.4.3   Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

10.5   Intentionally Omitted

Intentionally Omitted.

10.6   Intentionally Omitted.

Intentionally Omitted.

10.7   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.

10.8   Child Abuse Prevention Reporting

10.8.1   Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been

a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

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

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

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

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

10.9 Conduct of Program

10.9.1 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.

10.10 Contract Mandatory Meetings

Contractor shall attend Provider meetings on a monthly basis or as scheduled by the County Program Manager or designee.

10.11 Contract Mandatory Orientation

Contractor shall attend a mandatory orientation that will be provided by County within thirty (30) days of the Contract Start Date.

10.12 Contract Negotiations

Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

10.13 Contractor Alert Reporting Database (CARD)

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

10.14 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 Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which 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)

10.15 Contractor Protection of Electronic County Information

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

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standards (FIPS) 140-2; (b) National Institute of Standards and Technology (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.

b. 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.

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(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 9.5.1 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

10.16 Events of Default

10.16.1 Default for Non-Performance

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

10.16.1.1 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

10.16.1.2 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.

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

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;

2. The filing of a voluntary petition in bankruptcy;

3. The appointment of a Receiver or Trustee for Contractor;

4. The execution by Contractor of an assignment for the benefit of creditors.

Other Events of Default

1. 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.

10.17 Former Foster Youth Consideration

10.17.1 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 Section 8.11) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

10.16.1.1 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).

10.17.2 Contractor is exempt from the provisions of this Section if it is a governmental entity.

10.18 State Energy Conservation Plan

Contractor shall be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

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

COUNTY OF LOS ANGELES   CONTRACTOR

By: _____   SIDEBENCH STUDIOS, LLC.
     BOBBY D. CAGLE, DIRECTOR
     Department of Children and
     Family Services   By: _____ Date:_____

                                         Name:_____

                                         Title   _____

                                         By: _____ Date:_____
                                         Name:_____

                                         Title   _____

                                         _____
                                         Tax Identification Number

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

By: _____   Date: _____
     David Beaudet, Senior Deputy County Counsel

DRAFT

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

TIME2CONNECT VISITATION SCHEDULING TOOL

STATEMENT OF WORK

DRAFT
TIME2CONNECT VISITATION SCHEDULING TOOL

STATEMENT OF WORK

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STATEMENT OF WORK

A. INTRODUCTION

1.0 PREAMBLE

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

The County's vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families, business, and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

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

2.0 BACKGROUND/OVERVIEW

On September 6, 2016 the Los Angeles County Board of Supervisors passed a motion which directed the Department of Children and Family Services (DCFS) to provide a plan to best support children, resource families and parents in meeting court-ordered visitation requirements. The comprehensive visitation plan submitted by DCFS included a strategy to explore the use of technology aimed at improving scheduling visits, as this activity is extremely time consuming for staff.

It is estimated that DCFS staff spend approximately two million hours a year manually scheduling four million hours of visits (or "family bonding time") among several parties, including: parents, youth, resource families, monitors, and Foster Family Agency (FFA) workers. Given that visitation is a key indicator of reunification, this technical problem has a significant impact on outcomes.

To improve time to permanency (decrease time, as well as create Internal efficiencies, the Time2Connect scheduling tool project was created as part of the Department's response to the September 2016 Board motion which directed

the Department to provide a plan to best support children, resource families and parents in meeting court-ordered visitation requirements. The comprehensive visitation plan submitted by DCFS included a strategy to explore the use of technology aimed at improving scheduling visits.

In April 2017, a proof of concept for a visitation tool was developed during a Hackathon that was hosted by DCFS and other stakeholders and partners. Building upon this proof of concept, a public-private partnership came together to provide funding for the discovery work of Sidebench LLC.

Subsequently, in accordance with the August 14, 2018 motion, CEO authorized a Delegated Authority Agreement with Sidebench to assist DCFS with the design and development of a platform to build upon the existing progress.

Sidebench LLC worked with DCFS' Business Information Systems (BIS) to build Time2Connect and the first version of the tool is currently being piloted in three offices, Pasadena, Glendora, and South County.

3.0   DCFS PRIORITIES FOR YOUNG CHILDREN

DCFS promotes child safety and well-being by partnering with communities to strengthen families, keeping children at home whenever possible, and connecting them with stable, loving homes in times of need. These priorities are defined as follows:

1. <u>Safety</u>: Freedom from Abuse and Neglect.

2. <u>Well-Being</u>: A child's educational, emancipation preparation, medical, dental, psychological, and psychiatric well-being.

3. <u>Permanency</u>: A safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship.

4.0   DEFINITIONS

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

4.1   County – means the County of Los Angeles.

4.2   DCFS – means the Department of Children and Family Services.

4.3   County Program Manager – means a person designated by County's Project Director to manage the operations under this contract.

4.4   County Contract Project Monitor – means a person with responsibility to oversee the day to day activities of this contract.   Responsibility for

inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

4.5   County Project Director – means a person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

4.6   CSW – means Children's Social Worker

4.7   Day(s) – means calendar day(s) unless otherwise specified.

4.8   Family bonding time – means family visit, or an arranged time in which a parent/legal guardian can interact with their child (who is placed in out-of-home care) in-person.

4.9   Fiscal Year – means the twelve (12) month period beginning July 1st and ending the following June 30th.

4.10   Contractor – means the person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

4.11   Contractor Project Manager – means the person designated by the Contractor to administer the Contract operations under this Contract.

4.12   Contractor's Program Director (CPD) – means Contractor's officer or employee responsible for administering the Contract in accordance with the Statement of Work.

4.13   Deliverable – means a product(s) or service(s) that are produced by the Contractor in a specified time scheduled and at the conclusion of the accepted project.

4.14   Statement of Work – means the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services

4.15   Subcontractor – means any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

4.16   Subcontract – means an agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

5.0   SERVICE GOALS

CONTRACTOR will provide a technological solution to facilitate the scheduling of family visits by enhancing the Time2Connect (T2C) visitation scheduling application.

Below is a listing of the services and activities that both the CONTRACTOR and DCFS will engage in, which covers design, development and maintenance and support of the Time2Connect (T2C) application. All delivery estimates are dependent on DCFS' availability and are subject to change.

5.1   Design – Utilize user research and insights to define the best approach for implementing product enhancements and improvements as well as new features and flows. The goal is to follow an iterative design process to prototype, gather DCFS and user feedback from the Pilot Phase, and finalize the designs.

5.2   Development – Implement the designs via a sprint-based development process that will turn the prototype into a functional, live product ready for deployment.

5.3   Maintenance & Support – Post-product launch, provide support and bug fixes to DCFS in order to promote a positive user experience and a successful product rollout.

This technological solution to schedule millions of visitation hours a year addresses the Department's commitment to safety, permanency and well-being in the following ways:

5.4   Safety--it allows Children' Social Workers (CSWs) to spend more time addressing and meeting the needs of the families they serve. The time they would otherwise spend scheduling and confirming visits using inefficient methods such as, paper, pen, and telephone calls, could be spend assessing and supporting the needs of children.

5.5   Permanency—it facilitates regular visitation, which is the single best indicator of reunification. It also promotes other types of permanency, such as adoption and legal guardianship by allowing CSWs to track visitation data and use it to make informed recommendations to the Court when recommending termination of reunification services and the establishment of a permanent plan.

5.6   Well-being—the frequency and duration of visitation is correlated with stronger attachment, better subsequent relationships, healthy development and improved mental health for foster children. The tool promotes more visitation by simplifying the scheduling process.

B. TARGET DEMOGRAPHICS

The following individuals will benefit from the utilization of Time2Connect include:

- Children Services Social Workers who arrange family bonding time for children on their caseload.
- Human Services Aides who monitor family bonding time.
- Parents/legal guardians who have children in out-of-home placement and whom have family bonding time.
- Caregivers who have children placed in their homes whom have family bonding time.
- Non-DCFS staff who monitor family bonding time.
- Foster Family Agencies and their staff who assist in coordinating and monitoring family bonding time.

C. COUNTY'S RESPONSIBILITIES

1.0   COUNTY'S ADMINISTRATION

DCFS shall provide the following personnel to coordinate the delivery of services of this CONTRACT:

1.1   The County Program Director (CPD) shall be responsible for auditing the progress toward project objectives, provides executive sponsorship for the project and authorizes release of payment according to contract terms**.**

1.2   The County shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Program Director (CPD).

1.3   The CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.

1.4   The CPM will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.

1.5   The CPM, responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Attachment XX.

1.6   The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.

2.0   MONITORING

2.1   The CPM is responsible for daily management of Contract operation and monitoring activities.

2.2   CPM, or designee, and CDP, authorized representative(s) or their designated alternates, shall be responsible for the overall project coordination between COUNTY and CONTRACTOR.

2.3   CPM, or designee, will review and approve monthly invoices and the supporting documents for invoices, such as, monthly services reports and any documents deemed necessary by the CPM to monitor the contract

D. CONTRACTOR'S GENERAL RESPONSIBILITIES

1.0   CONTRACTOR'S ADMINISTRATION

1.1   As required in Part II, Section 1.0, Contractor's Administration, CONTRACTOR shall designate a Program Director responsible for daily management of Contract operation and overseeing the work to be performed by Contractor as defined in this Statement of Work. The Contractor's Program Director (CPD) is identified in Attachment XX.

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

1.3   The CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

1.4   In the absence of the CONTRACTOR'S PD, the CONTRACTOR shall designate an alternate to assume the responsibilities, providing the name of the designee, telephone number and contact information to the DCFS CPD and CMP.

1.4.1   The CONTRACTOR shall furnish all personnel and equipment to perform all services in accordance with the Statement of Work.

1.4.2   CONTRACTOR staff shall work with DCFS designated staff to help resolve any potential areas of difficulty before a problem occurs.

1.4.3   CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous acct on the part of the CONTRACTOR and therefore, CONTRACTOR shall have no claim against DCFS as specified in Contract Terms and Conditions.

1.4.4 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this CONTRACT on behalf of DCFS.

1.4.5 The CONTRACTOR shall respond to all non-mission critical requests within 24 hour during standard work week Monday through Friday) and shall make best effort to remedy issues within 48 hours. If an issue requires an additional 24 hours, CONTRACTOR will inform DCFS in writing of such need.

1.4.6 CONTRATOR will respond to all mission critical requests within 4 hours 24/7 and make best efforts to remedy issues within 8 hours. If an issue requires an additional 24 hours, CONTRACTOR will inform DCFS in writing of such need.

1.4.7 The hours available in Front-End Development Milestones 7,8, and 9 are not applied to requests that are designated as and determined to be mission critical.

1.4.8 The hours available in Back-End Development Milestones 11,12, and 13 are not applied to requests that are designated as and determined to be mission critical.

2.0 HOURS OF OPERATION

2.1 CDP, or alternate, shall be available during the County's regular business hours of Monday through Friday, from 9:00am until 5:00pm. Pacific Standard Time, to respond to County inquiries and to discuss problem areas and shall have full authority to act for Contractor on all matters relating to the daily operation of this Contract. In addition, CDP or designee shall be available via telephone or e-mail to address emergency situations during non-business hours.

2.2 The CONTRACTOR shall be able to provide services Monday through Thursday, from 9:00am until 5:00pm. Pacific Standard Time, excluding the following COUNTY observed holidays:

- New Year's Day (January 1st)

- Martin Luther King's Birthday (Third Monday in January)

- President's Day (Third Monday in February)

- Cesar Chavez' Day (Last Monday in March)

- Memorial Day (Last Monday in May)

- Independence Day (July 4th)

- Labor Day (First Monday in September)

- Indigenous People's Day (Second Monday in October)

- Veteran's Day

- Thanksgiving Day (Fourth Thursday in November)

- Day after Thanksgiving (Friday after Thanksgiving)

- Christmas Day (December 25th)

3.0   CONTRACTOR'S STAFF QUALIFICATIONS AND REQUIREMENTS

The CONTRACTOR'S project team shall include personnel with the following responsibilities. The positions are listed in hierarchy of responsibilities.

3.1   The CONTRACTOR'S Project Manager (PM) shall manage the project implementation approach, staffing, responsibilities and delivery of services. The PM shall serve as one of the primary points of contact with DCFS and participates in all CONTRACTOR's OCM sessions. The PM shall also oversee and support solution rollout and is responsible for day-to-day project quality assurance.

3.2   The CONTRACTOR's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

3.3.   The CONTRACTOR'S Technical Architect shall be responsible for the design, implementation, and maintenance of the products. The Technical Architect shall work with the DCFS team to ensure the quality of the products and resolve issues.

3.4   CONTRACTOR shall ensure that staff working in the project is well versed, knowledgeable and experienced in:
- The CWS/CMS business logic processes;
- The CWS/CMS data structure;
- Microsoft Team Foundation Server (TFS) and Oracle SQL Developer;
- C# and .NET Model View Controller (MVC) or .NET Core;
- Writing complex code using Oracle PL/SQL;
- Writing web services / APIs in .NET to interface with multiple internal and external systems; and
- Writing role base security in .NET and following DCFS security standard requirements.

4.0   SCOPE OF WORK

4.1   This section defines the work requirements that will be performed by the CONTRACTOR and DCFS to successfully implement Time2Connect, the visitation scheduling tool.

Project Assumptions:

- Security Requirements are outlined in Section X (Security Requirement) of the attached Master Service Agreement (MSA).
- CONTRACTOR will provide the DCFS in writing:
    - The name(s), background, and expertise of subcontractors, who will have access to County and/or Department Information Technology ("IT") assets and that will be utilized on the project within two business days of onboarding including signed copy of DCFS Non-Disclosure Agreement (NDA).
    - Notification of any change in subcontractors, who will have access to County and/or Department Information Technology ("IT") assets, within two business days of the change along with the name(s), background, and expertise of the new subcontractors.
- All documentation is to be uploaded, shared, tracked, and stored within the DCFS provided SharePoint site.
- CONTRACTOR will host one (1) weekly 30-minute project status call and one (1) weekly email update. Status call and email will include the previous week's completed activities, open action items, the current week's expected activities, project timeline, and project burn.
    - Additional project status calls will utilize existing hours allocated for the project and may result in overages.
- All in-person meetings and Knowledge Transfer sessions will be held at DCFS' Norwalk office. CONTRACTOR and DCFS will agree upon the designated meeting date and time.
- Milestones will be considered complete when all identified actionable feedback is resolved.
- Each Milestone contains a designated period within the acceptance criteria for DCFS review, defined as "Review and Acceptance Period", which can vary depending on the Milestone. DCFS feedback not submitted during the Review and Acceptance Period will be deemed accepted and approved by DCFS. Any such changes requested by DCFS after the Review and Acceptance Period shall be subject to CONTRACTOR discretion.

- The CONTRACTOR and DCFS have agreed to the following 11 new features and enhancements listed in the Feature Summary section. The new features and enhancements that will be developed and implemented into the T2C application were identified during the Pilot Phase release and documented in the Product Roadmap.
- Vulnerability Assessment: Comprehensive vulnerability scan(s) will be initiated by DCFS. CONTRACTOR shall resolve all high, medium, and low system/application vulnerability findings and weaknesses prior to final delivery and implementing into production.
- CONTRACTOR shall have minimum necessary exposure (e.g., access, permission, visibility and/or control) to County and DCFS Information Technology (IT) assets (e.g., data, information, accounts, libraries, DLLs, Infrastructure, Active Directory, network, databases, hardware, software) required to perform the required tasks and agreement deliverables while fully complying with the County and DCFS information security and privacy requirements, and applicable legal mandates in preserving and maintaining the privacy, confidentiality and integrity of data and information. Upon successful completion of tasks and deliverables, all access to County and DCFS IT assets shall be terminated, and County data and information (electric and hard copy) must be properly purged, cleared, shredded, sanitized or destroyed in fashion that it is rendered unusable, unreadable, or indecipherable to unauthorized individuals consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization. CONTRACTOR shall provide proper and satisfactory proof of proper destruction and sanitization of County data and information within ten (10) business days of data destruction.

Feature Summary:

- Feature 1 (1.1.1): Addition of 10 components that are responses to attempted actions that are not allowed by a specific user role.
- Feature 2: This feature number has been intentionally omitted from this agreement.
- Feature 3 (1.1.3): Redirect static "Time2Connect" logo to take all user roles to the "Main Requests Page".
- Feature 4 (1.2.1): Mark and qualify the following fields in the "Visit Details Page" as required fields for all user types:
    - 1.2.1.1 "Visit Concerns"
    - 1.2.1.2 "Visit Restrictions"
    - 1.2.1.3 "Language/Cultural Needs"

- 1.2.1.4 "Special Health Conditions"
- 1.2.1.5 "Transportation"
- Feature 5 (2.1.1): Create and add the ability for user to be able to schedule multiple children per visit with one request.
- Feature 6 (2.1.2): Create and add a phone number field titled "Other" for a parent/guardian phone number in "Contact Info" within the Case Profile.
- Feature 7 (2.2.1): Create and add a new field when scheduling a visit for a user to enter additional time for transportation before and after a visit for each individual child in a scheduled visit.
- Feature 8 (2.2.2): Create the ability for a user to add an additional location in a scheduled visit (pickup, drop off, visit location).
- Feature 9 (2.2.3): Add more options for "Staff member" type in "Monitor" field when assigning a Monitor to schedule a visit.
- Feature 10 (2.3.1): Create the option and functionality for parents and caregivers to receive notifications in their preferred language.
- Feature 11 (2.3.2): Create and add additional email notifications for Coordinators (new request, action needed for a request).
- Feature 12 (3.1.1): Addition of a view in the Schedule Visit page within Time2Connect that is integrated with Outlook so that Coordinators can view the real availabilities of Monitors when assigning a Monitor to a scheduled visit.

Feature Details:

- Design enhancements
    - Environment: Time2Connect
        - Feature 1: Addition of 10 components that are responses to attempted actions that are not allowed by a specific user role
            - Problem: all current user roles (Monitor, Coordinator, Requestor) see the same designed screen across the application. Users don't know that they are not able to access specific features that are not allowed for their user role.
            - Design enhancement summary:
                - Pop-up modals
                - Animations
                - Text to signify to users that an attempted action is not within their assigned role

- o Assumptions:
    - ○ User permissions, roles, and capabilities are not to be hard-coded through the API
    - ○ Additional components are to consider all future user roles beyond current Monitor, Coordinator, and Requestor
- Feature 3: Redirect static "Time2Connect" logo to take all current and future user roles to the "User Home Page"
    - Problem: all current user roles (Monitor, Coordinator, Requestor) expected the "Time2Connect" logo to be responsive as reflected in user interviews. Any user that was also confused on the Time2Connect app clicked the "Time2Connect" logo as reflected in the Analytics period through the Experience and Sampling tool.
    - o Design enhancement summary:
        - ○ Any user role that clicks the "Time2Connect" logo from any page within the Time2Connect app will be redirected to the User Home Page
        - ○ User Home Page:
            - ■ Requestor or Coordinator: User is directed to this page once they've logged into the T2C portal where users can view each created Request in the list of Requests. Cases that require attention are highlighted with a Red indicator on left side of each Request. Cases that do not require attention are highlighted with a Green indicator on the left side of each request. By default, cards that require Action (Red) status will be sorted to the top. From there, cards should be sorted with most recent request date at the top. If the user selects one of the sorting arrows on column headers, this will override the

default listing and user will have to select request date to re-sort by request date or action required in order to filter to only action required cards. The Requestor will see all cases that they're assigned to that also have a request created for it (other cases will still be in the DCFS database but will not be displayed on this list until a request has been created for it).

- ■ Monitor: User is directed to the Visits Page once they've logged into the T2C portal where users can view upcoming visits. The user will see all visits that he or she is assigned to and may filter visits by cancelled, scheduled, and action required.

- o Assumptions:
    - ○ Any additional pages or functional actions are to consider all future user roles beyond current Monitor, Coordinator, and Requestor implemented through Phase 2 development are also to redirect users to the User Home Page through the "Time2Connect" logo

- ▪ Environment: Visit Details Page
    - • Feature 4: Mark and qualify the following fields in the "Visit Details Page" as required fields for all user types:
        - o "Visit Concerns"
        - o "Visit Restrictions"
        - o "Language/Cultural Needs"
        - o "Special Health Conditions"
        - o "Transportation"
    - • Problem: Coordinators and user roles who are assigning Monitors and scheduling visits need the above information in order to

accurately and safely schedule visits, as reflected in user interviews.

- Design enhancement summary:
  - o Each required field will be marked by a red asterisk
  - o If a user attempts to submit the page and proceed without filling in all required fields, the user will not be allowed to proceed and will be notified via new text on the page that the user must complete all required fields
  - o Each of these fields are Dynamic text fields. User can expand each field by dragging the small icon in the bottom right corner of each text box. User can click through multiple pages of the Minute Order on the right side of the page. User can zoom in or out of the Minute Order using the zoom tools on the right side of the document (Mobile users must pinch to zoom). Selecting the Save & Quit button directs the user to the Case Profile screen. Visit Request is listed under the Case/Referral. Selecting the Back button directs the User to the previous screen. Selecting the Next button directs the user to the Participant Availability screen.
  - o Saving: Once the User has successfully completed all required fields, they're directed to a Saving screen. There isn't any further action for the user to take. Animation is displayed, communicating that the Request will be handled by a Coordinator.
- Assumptions:
  - o Any and all current and future user roles that will have abilities to view and edit the "Visit Details Page" will be subject to the above listed required fields
- Functional Enhancements
  - ▪ Environment: Create Visitation Request

- Feature 5: Create and add the ability for user to be able to schedule multiple children per visit with one request
  - Problem: user roles were required to fill the same form with the same information multiple times when submitting a visitation request with multiple children (e.g. in the case of siblings)
  - Functional enhancement summary:
- The Create Visitation Request flow enables users to create new Requests. Users will have the option to Search/Filter for the Case/Referral they're adding a Request for, attach Minute Orders, enter the availability for each Participant, recommend time slots for the Visit, and add relevant information for the Monitor to have on-hand during the Visit.
  - Participants - must select 2 or more:
    - Children (at least 1 selected always)
    - Parent(s)
    - Grand Parent(s)
    - Great Aunt/Uncle
    - Aunt/Uncle
    - etc.

  - Participant Availability: User can define the participants' availability once they've reviewed the Case's Minute Order. Availability for Participants are selected separately. Users can select Week Day and Time Ranges for both Children and Parent(s). More than 1 time range per day can be selected. Time Ranges can be deleted. The Visit Duration can be adjusted. Parents not participating will be displayed as "N/A" under the "Proposed Visit Schedule" section. User can select the Save & Quit button, Back button, Skip & Submit button, and Submit buttons. Participant Availability will also be

displayed in the Visit schedule screen
to have as reference.
- Assumptions:
  - Any and all current and future user roles that will have abilities to create a visit request will be subject to the above functional enhancement
- Feature 6: Create and add a phone number field titled "Other" for a parent/guardian phone number during the "Create Visitation Request" flow that also reflects in "Contact Info" within the Case Profile that will be editable for all users
  - Problem: parents and guardians change phone numbers constantly and Monitors, Requestors, and Coordinators need the most updated information
  - Functional enhancement summary:
    - Create Visitation Request: The Create Visitation Request flow enables users to create new Requests. Users will have the option to Search/Filter for the Case/Referral they're adding a Request for, attach Minute Orders, enter the availability for each Participant, recommend time slots for the Visit, and add relevant information for the Monitor to have on-hand during the Visit.
    - Case Profile (Contact Info) - Selecting the "Contact Info" tab directs the user to a page displaying the Contact Info of each Participant. Contact Info includes Name, Email Address, Phone Number, and Address. Data is populated from an API.
    - Users will be able to select the preferred and primary phone number for the parent/guardian
    - All user roles will be view, edit, and change the new "Other" phone number field

- Assumptions:
    - Any and all current and future user roles will have ability to view, edit, and change the new "Other" phone number field
  - Environment: Schedule Visit
    - Feature 7: Create and add a new optional field when scheduling a visit for a user to enter estimated additional time for transportation before and after a visit for each individual child in a scheduled visit
    - Problem: Coordinator cannot add additional time in a visit when scheduling a Monitor to account for transportation time, therefore inhibiting an accurate reflection of that Monitor's availability
    - Functional enhancement summary:
      - Scheduling Visit Flow: Selecting "Edit Visit" from the previous screen directs the User to fill out a Schedule Visit form. Each section of the form is blocked into cards. As each card is completed, the header of each card will turn Green with a check mark. Cards requiring action will have a Grey fill. Each card is collapsible, but the default view shows all cards.
      - User can select the Monitor for each Visit via a dropdown field
        - Available Monitors will contain a Green check mark beside their name, unavailable Monitors will display a Red "X" next to beside their name and will not be able to be selected. Available Monitors are displayed on top of the list.
      - User can select the Visit Location:
        - A list of approved Locations will appear in a dropdown field
        - User can zoom in/out of the map that is displayed
        - User can add a custom address if the Location is not already in

the dropdown field. The Google Map API auto-fills the address as the User enters the custom address.

- House icons represent the locations of Visit Participants (Monitor, Foster Parent, Parent). House icons are not displayed if the Participants' addresses are not available.
- Red pins represent the Visitation locations (locations are already set in the Select Location dropdown field. List of locations/addresses should be provided by the BIS team.
  - User can select the Transportation Method via a dropdown:
    - Three dropdown options are "Foster Parent", "Monitor", and "Other"
  - User can enter estimated transportation time before and after the visit for pickup and drop off of each child
- Assumptions:
  - Any and all current and future user roles that will have abilities to schedule a visit will be subject to the above functional enhancement
- Feature 8: Create the ability for a user to add an additional location in a scheduled visit (pickup, drop off, visit location)
  - Problem: Coordinator cannot add additional locations for pickup, drop off, and the visit when scheduling, therefore not accurately logging visitation details and history
  - Functional enhancement summary:

- ○ Scheduling Visit Flow: Selecting "Edit Visit" from the previous screen directs the User to fill out a Schedule Visit form. Each section of the form is blocked into cards. As each card is completed, the header of each card will turn Green with a check mark. Cards requiring action will have a Grey fill. Each card is collapsible, but the default view shows all cards.
- ○ User can select the Monitor for each Visit via a dropdown field
  - ■ Available Monitors will contain a Green check mark beside their name, unavailable Monitors will display a Red "X" next to beside their name. Available Monitors are displayed on top of the list.
- ○ User can select the Visit Location
  - ■ A list of approved Locations will appear in a dropdown field
  - ■ User can zoom in/out of the map that is displayed
  - ■ User can add a custom address if the Location is not already in the dropdown field. The Google Map API auto-fills the address as the User enters the custom address.
    - ● House icons represent the locations of Visit Participants (Monitor, Foster Parent, Parent). House icons are not displayed if the Participants' addresses are not available.
    - ● Red pins represent the Visitation locations (locations are already set in the Select Location dropdown field. List of

locations/addresses
should be provided by
the BIS team.
- ○ User can select the Transportation
Method via a dropdown
- ■ Three dropdown options are
"Foster Parent", "Monitor", and
"Other"
- ● Assumptions:
- ○ Any and all current and future user
roles that will have abilities to schedule
a visit will be subject to the above
functional enhancement
- Feature 9: Add more options for "Staff member"
type in "Monitor" field when assigning a Monitor
to schedule a visit
- ● Problem: Coordinators are not able to
accurately define who is responsible for
transportation
- ● Functional enhancement summary:
- ○ User can select the Monitor for each
Visit via a dropdown field
- ■ Available Monitors will contain a
Green check mark beside their
name, unavailable Monitors will
display a Red "X" next to beside
their name. Available Monitors
are displayed on top of the list.
Selecting "Other" in the
dropdown should allow user to
enter and define relation, role,
or staff type as a dynamic field
thru an auto complete text box.
- ○ User can select the Visit Location
- ■ A list of approved Locations will
appear in a dropdown field
- ■ User can zoom in/out of the
map that is displayed
- ■ User can add a custom address
if the Location is not already in
the dropdown field. The Google
Map API auto-fills the address

as the User enters the custom address.
- House icons represent the locations of Visit Participants (Monitor, Foster Parent, Parent). House icons are not displayed if the Participants' addresses are not available.
- Red pins represent the Visitation locations (locations are already set in the Select Location dropdown field. List of locations/addresses should be provided by the BIS team.
  - User can select the Transportation Method via a dropdown. Selecting "Other" in the dropdown should allow user to enter and define relation, role, or staff type as a dynamic field.
- Assumptions:
  - Any and all current and future roles that will have abilities to schedule a visit and assign monitors will be subject to the above functional enhancement
- Environment: Notifications
  - Feature 10: Create the option and functionality for parents and caregivers to receive notifications in their preferred language
    - Problem: parents and caregivers are not able to successfully opt-in and take advantage of Time2Connect due to a language barrier
    - Functional enhancement summary:
      - Consent forms for parents and caregivers to receive notifications from Time2Connect will be offered in their preferred language

- ○ Create a user flow in the Visit Request Page to indicate which phone number of parent or caregiver is to be used, and indicate which language or campaign is to be used with parent or caregiver. To be displayed within the Preferred Contact Method screen and Case Profile Contact Info page.
  - ○ SMS text message notifications are to be sent in parent or caregiver's preferred language
- ● Assumptions:
  - ○ Any and all current and future campaigns or languages will be taken into consideration for the above functional enhancement
- Feature 11: Create and add additional email notifications for Coordinators (new request, action needed for a request)
  - ● Problem: Coordinators did not know when they received new requests, creating inefficient workflows and running a risk of missing a necessary action
  - ● Functional enhancement summary:
    - ○ Create a new email notification that Coordinators receive when they are given a new request and when there is an action required
    - ○ The email notification will include a call to action to complete an action
    - ○ Criteria for a Visit's Request status being set to "Action Required":
      - ■ If at least one Visit has the status "Action Required"
      - ■ If there are no upcoming Visits scheduled
    - ○ Criteria for a Visit's Request status being set to "No Action Required":
      - ■ If all Visits in the list contain the status "Scheduled"
    - ○ Users will have the ability to set their notification preferences I.E. Batch

email at the end of day, email after every new request, etc.

- Assumptions:
  - Any and all current and future user roles that will have abilities to schedule a visit beyond "Coordinator" will be subject to the above functional enhancement

- New Feature
  - Environment: Schedule Visit
    - Feature 12: Addition of a view in the Schedule Visit page within Time2Connect that is integrated with Outlook so that Coordinators can view the real availabilities of Monitors when assigning a Monitor to a scheduled visit
      - Problem: the availabilities of monitors are unknown and causes friction when assigning a monitor to a scheduled visit
      - New feature summary:
        - Schedule Visit: The Schedule Visit flow enables users to set, edit, and confirm Visits, along with filling out the details associated with a Visit (ex. Participant Availability, Contact Method, Pickup Location).
        - Scheduling Visit Flow: Selecting "Edit Visit" from the previous screen directs the User to fill out a Schedule Visit form. Each section of the form is blocked into cards. As each card is completed, the header of each card will turn Green with a check mark. Cards requiring action will have a Grey fill. Each card is collapsible, but the default view shows all cards.
        - Coordinator will have the ability to view Monitor Calendar from a dedicated Calendar page and from the Visit Schedule page.
        - User can select the Monitor for each Visit via a dropdown field and view that Monitor's availabilities in Time2Connect

- User will only be able to view blocked times as "Available," "Unavailable," or "Tentative."
- User will not be able to view what task or assignment is associated with Unavailable times
- Upon scheduled visitation an email notification will be sent to Monitor. Email notification will include the ability for Monitor to accept visitation and add to Outlook Calendar.
- Assumptions:
  - Availabilities from Outlook will include transportation time before and after scheduled visits as described in Feature 7 (2.2.1)
  - Any and all current and future user roles that will be allowed to schedule a visit and assign a monitor will be subject to the above new feature

Discovery Framework

Discovery and Design focus on the 'how' of product development. How do we build a product that users love and continually come back to? How do we balance the needs of budget, timeline, and outcomes in a highly dynamic and evolving landscape? The Discovery phases uncover the specifics around designing and building new features--documenting how they should function and what a user's experience will look like. The outcomes of Discovery will clearly define what will be developed and built at a granular level. Included are the intricate details that accompany the determined feature list, as described above.

Development is the culmination of a solid strategy and solid discovery and design phase - and it is during development that we create reality from imagination.
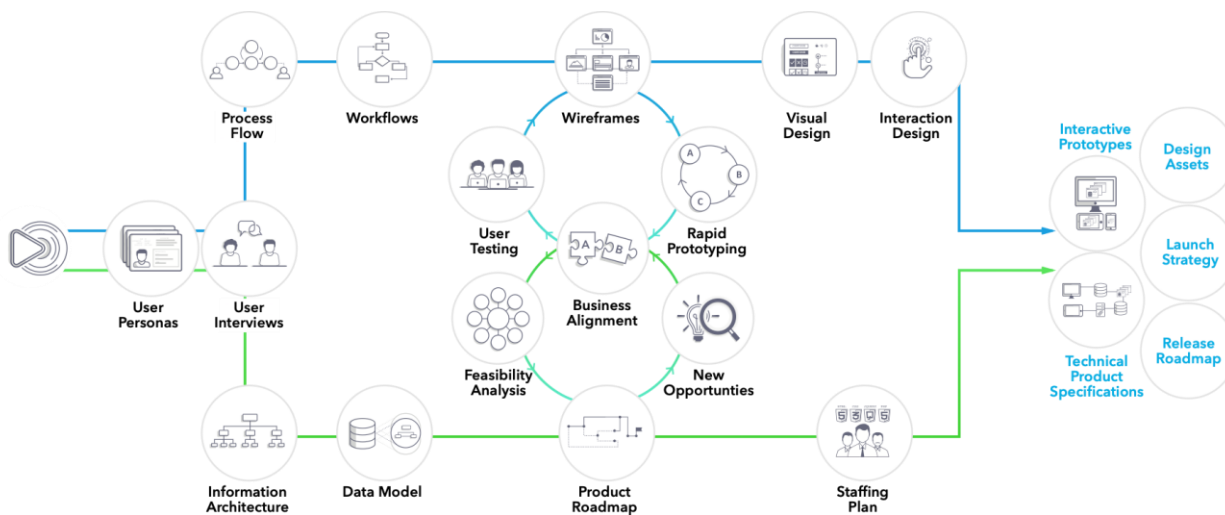
Design Milestone 1
Kickoff Workshop

Activity:

Kickoff Workshop:
- CONTRACTOR, DCFS and Stakeholders will meet in person and participate in Kickoff meeting to discuss and respond to questions and describe the aspects of current business and business processes.
- CONTRACTOR, DCFS and Stakeholders will meet in person to work through a series of interactive activities designed to confirm, iterate on and align with defined DCFS vision, business model and users.
- CONTRACTOR, DCFS and Stakeholders will discuss necessary data and key performance metrics to be collected with sampling and analytics tools.
    - o   Google Analytics tracking and custom events will be fully implemented and configured prior to Design Milestone 1.
    - o   Hotjar will be fully implemented and configured prior to Design Milestone 1.
    - o   CONTRACTOR is responsible for implementation, configuration and day-to-day management of the Analytics tool in the T2C web application during Phase 2 design and development
    - o   CONTRACTOR is responsible for implementation, configuration and day-to-day management of the Experience Sampling tool in the T2C web application during Phase 2 design and development

Deliverables:

- CONTRACTOR to document and provide a summary of Kickoff Meeting minutes, including but not limited to discussion points, decisions, pending decisions, action items, due dates and next steps.

- CONTRACTOR to document and provide findings, outcomes, decisions and gaps identified through the interactive activities.
- CONTRACTOR to document and provide findings that are and that are not in alignment with defined DCFS vision, business model and users.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- DCFS to review and accept each deliverable, within Five (5) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document uploaded to SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable will be considered out of scope and may require a change order.

Design Milestones 2, 3, and 4
Discovery and Design Sprint 1 Features:
- Feature 1
- Feature 3
- Feature 4
- Feature 5

Discovery and Design Sprint 2 Features:
- Feature 6
- Feature 7
- Feature 8
- Feature 9
- Feature 10
- Feature 11

Discovery and Design Sprint 3 Features:
- Feature 12

Activity:

CONTRACTOR will complete a 2-week UX/UI design sprint incorporating all 3-existing user personas, identified as the Requester, Coordinator and Monitor, with the following activities:
- Research and Documentation
  - CONTRACTOR will research requirements of feature and document all necessary information for development team in order to ensure that all user needs are being met. Research will outline how a specific feature will function.
  - This documentation and research will be reflected in completed designs and deliverables and validated through user testing.
- Prototyping
  - CONTRACTOR will design and update the relevant screens in the prototype to reflect the changes to the end-to-end scheduling process.

- Internal Design Critique
  - o CONTRACTOR will meet internally to collaboratively work through feature and design challenges and identify creative design solutions to be incorporated into the prototype.
- Internal Design Review
  - o CONTRACTOR will meet internally towards the end of the sprint to review the progress of the UX/UI designs, identify open questions or other open topics, and prepare for the DCFS Design Review.
- DCFS Design Review
  - o CONTRACTOR and DCFS will meet in the middle of the sprint to review the progress of the UX/UI designs, identify open questions or other open topics, discuss initial product feedback and align on next steps.
  - o One round of revisions within 3 days of DCFS Design Review call
- User Testing & Concept Validation
  - o CONTRACTOR will perform individual user tests with a navigable prototype in order to validate product and feature designs/decisions.
  - o User Testing sessions will be conducted via conference call and screen share.
  - o DCFS will be responsible for:
    - ➢ Sourcing and scheduling three (3) users for individual User Testing sessions.
  - o Additional User Testing sessions in this Design Sprint are considered out of scope and will require a change order.

Deliverables:

- CONTRACTOR will document and provide, within seven (7) calendar days of the completion of the User Tests, individual responses and any notes or recordings from the sessions
- CONTRACTOR will provide an updated InVision prototype that houses the first draft of the revised and/or added screens in the Requester, Coordinator, and Monitor flows based on the information gathered in the post-pilot period and workflow.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- DCFS to review and accept each deliverable, within three (3) County business days (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document uploaded to SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable will be considered out of scope and may require a change order.

Design Phase Breakdown

Milestone	Task	Completion Criteria
Design Milestone 1	Kickoff Workshop	Successful execution includes: • Documenting and providing a summary of Kickoff Meeting minutes, including but not limited to discussion points, decisions, pending decisions, action items, due dates and next steps. • Documenting and providing findings, outcomes, decisions and gaps identified through the interactive activities. • Documenting and providing findings that are, and are not in alignment with defined DCFS vision, business model and users.
Design Milestone 2	Design Sprint 1	Successful execution includes: • Documenting and providing individual responses and notes and/or recordings from sessions. • Documenting and providing design updates. • Documenting and providing outcomes from DCFS Review sessions. • Documenting and providing outcomes from User Testing • Documenting and providing Feedback collected.
Design Milestone 3	Design Sprint 2	Successful execution includes: • Documenting and providing individual responses and notes and/or recordings from sessions. • Documenting and providing design updates. • Documenting and providing outcomes from DCFS Review sessions. • Documenting and providing outcomes from User Testing. • Documenting and providing Feedback collected.
Design Milestone 4	Design Sprint 3	Successful execution includes: • Documenting and providing individual responses and notes and/or recordings from sessions. • Documenting and providing design updates. • Documenting and providing outcomes from

		DCFS Review sessions.
		● Documenting and providing outcomes from User Testing.
		● Documenting and providing Feedback collected.

FE/BE Development Assumptions

- DCFS will create a new initial branch from the current production T2C branch, and CONTRACTOR will develop on the newly created branch version of T2C source code.
- CONTRACTOR will continue to create additional branches as needed from CONTRACTOR branch.
- DCFS will utilize the current Production branch for all Hotfixes.
  - o Whenever there is a need for Hotfix on the Production and if the API changes, DCFS will work with CONTRACTOR to merge those changes back to the current working CONTRACTOR branch so Hotfix(s) are propagated throughout all relevant branches. This process can continue until CONTRACTOR pushes their API out to the production.
- CONTRACTOR is to test and validate application is functioning as designed in the DCFS provided environment prior to delivery.
- CONTRACTOR to upload, compile and publish code to the DCFS provided test environment prior to uploading to the DCFS provided TFS repository.
- CONTRACTOR will complete cross browser and mobile device compatibility testing.
  - o Browsers are defined as:
    - ➢ Internet Explorer 11 and above;
    - ➢ Microsoft Edge 40.15 and above;
    - ➢ Chrome 77 and above;
    - ➢ Firefox 69 and above; and
    - ➢ Safari 12 and above.
  - o Mobile devices are defined as:
    - ➢ iOS (iPhone, iPad) 11 and above; and
    - ➢ Android devices 9 and above.
- CONTRACTOR is to upload all source code to the DCFS provided TFS repository.
- Any modification to the previous DCFS: Time2Connect API must be communicated in writing and agreed upon by CONTRACTOR and DCFS.
- Once the API modification(s) has (have) been completed, tested, migrated and made available for use, CONTRACTOR and DCFS are to immediately be notified in writing.
- All API documentation must be updated prior to uploading to SharePoint.
- The primary method for resolving development issues is through conference calls and screen share. If this method fails to provide a resolution, onsite troubleshooting at DCFS's Norwalk office will be scheduled. CONTRACTOR and DCFS will agree upon the designated meeting date and time.

- All testing and demos performed by CONTRACTOR shall be conducted using DCFS and CONTRACTOR provided and updated API(s) in DCFS provided Test environment.
- CONTRACTOR will participate in technical review meetings and calls as needed.
- CONTRACTOR will provide product per weekly stakeholder status calls, using every other week to review high-level technical updates.
- All estimates provided for Development are subject to change based upon outcomes of the Development kickoff.
- All front-end development and enhancements shall be done in REACT.
- All back-end API development and enhancements shall be done in C# .Net MVC/CORE.
- All back-end Oracle database development and enhancements shall be done in PL/SQL.
- All new development and enhancements shall not affect current InTouch Connections, Superior Court or MFA APIs.
- CONTRACTOR shall provide 24 hours of Knowledge Transfer to DCFS. CONTRACTOR and DCFS will agree upon the designated date and time.
- CONTRACTOR to compile and publish all versions to the DCFS provided Test environment.
- DCFS shall be responsible for deploying CONTRACTOR provided versions to the DCFS provided Production environment.
- All user actions shall be logged and retained adequately, consistent with NIST SP 800-92 Guide to Computer Security Log Management (https://csrc.nist.gov/publications/detail/sp/800-92/final). CONTRACTOR requests that DCFS provide an audit of logs to be conducted at the onset of the project, results of audit and acceptance criteria may require a Change Order. At a minimum, logs shall include but not limited to:
    1. Successful and failed application authentication attempts;
    2. Date and time;
    3. User or system account associated with an event;
    4. Device used (e.g. source and destination IPs, terminal session ID, web browser, etc.);
    5. Operating System type and version;
    6. Log on attempts (successful or unsuccessful);
    7. Function(s) performed after logged on;
    8. Configuration changes;
    9. Account changes (e.g., account creation and deletion, account privilege assignment) successful/failed; and
    10. Use of privileged accounts.
- Any and all third-party plugins/tools not already introduced and required previously by the CONTRACTOR must be agreed upon and approved by DCFS prior to implementation, installation, and use.

- DCFS is responsible for all CONTRACTOR requested Database replications within the test environment.
- CONTRACTOR to provide source code commenting for any and all changes made.

Backend Maintenance

- DCFS to be responsible for any/all backend maintenance associated with the Phase 1 during SOW2 implementation
- Any backend bug fixes that are needed to address the Phase 1 Production environment will be handled by DCFS
- Changes will be propagated manually to forked/cloned SOW2 code repository
- CONTRACTOR will be given a change-log / diff-log of the changes to be made
    - CONTRACTOR will be given notice, 2 weeks in advance, that changes will be incoming and a short breakdown or explanation of the expected changes
    - Upon receiving any changes CONTRACTOR will assess the Level of Effort (LOE) and timeline to make the required changes
        - Based on capacity at the time, number and complexity of changes, and how they may conflict/overlap with any development at the time, changes may not be implemented immediately or in a timely fashion or even at all
    - Manual testing and QA of the proposed changes will be included and required before changes will be accepted and merged into source

Testing Environment

- DCFS to provide CONTRACTOR with testing environment
- CONTRACTOR to only have minimum necessary access/control over the testing environment
    - CONTRACTOR will be able to make and deploy updates to working testing environment
- Testing URL will be accessible publicly outside of Jumpbox so that CONTRACTOR can see, test, and review testing environment outside of the Jumpbox

Testing Development

- Testing environment will live in/through a Jumpbox environment
- Development may follow two different workflows:
    - Directly on/through Jumpbox
    - Locally then
        - Pushed to Github, then
        - CircleCI to push/deploy to testing TFS
- No production/"real" data will be used

Hosting Server

- DCFS to provide physical specs of production and testing server so that CONTRACTOR can allocate appropriate resources
    - Reserved resources available to our services

Code Repository

- Forked or cloned "T2C" (12 projects) solution repository from TFS
    - Including at least the following projects
        - T2C.API
            - Web.config > connectionStrings
                - Data Source=DCFST
            - Controllers
                - MinuteOrderController
                    - All required modifications or updates will be discussed and agreed upon by DCFS prior to CONTRACTOR making the modifications.
        - T2C.BAL
            - Business access layer
        - T2C.BatchJob
            - InTouch integration
                - All required modifications or updates will be discussed and agreed upon by DCFS prior to CONTRACTOR making the modifications.
        - T2C.DAL
            - Data access layer
            - Oracle.DataAccess
                - Will need to make sure we have the right 64bit Oracle DCFS to hook into this to connect to/with Oracle
        - DatabaseModel
            - Acts as an ORM
        - T2C.MFA
            - Authorization server
                - All required modifications or updates will be discussed and agreed upon by DCFS prior to CONTRACTOR making the modifications.
        - T2C.PING
        - T2C.REACT
        - T2C.SERVICE
            - Used by MFA

- ○ All required modifications or updates will be discussed and agreed upon by DCFS prior to CONTRACTOR making the modifications.
  - ■ T2C.ViewModel
    - ● POCO's (Plain Old Common Objects)

Testing Architecture

- ● DCFS to provide CONTRACTOR with all testing and mock resources
- ● Testing resources that represent or mock:
  - ○ CWS/CMS
    - ■ DataMart
  - ○ MinuteOrders mock API's (not production API)
    - ■ Jade - old
    - ■ Odyssey - new
  - ○ Active Directory and Group Identity policy management
  - ○ IIS Server
  - ○ Authentication Server
  - ○ Database Data Source="DCFST"
    - ■ All Modifications must be done using SQL Developer.
  - ○ Logging configuration / access

Access / Permissions

- ● CONTRACTOR to have only minimum necessary control access to make changes to each/any of the above Testing Architecture systems
- ● CONTRACTOR to have ability to make infrastructure / architecture changes as needed
  - ○ processes
  - ○ scripts
  - ○ libraries
  - ○ DLLs
- ● CONTRACTOR to have access, control, and management to all Testing logging records

Accounts

- ● CONTRACTOR to have control of user account creation within the testing environment
  - ○ Ability to change roles (Monitor, Coordinator, Requestor, etc.) for users
- ● DCFS to provide breakdown of all Active Directory and/or User Group Identity policies so that CONTRACTOR can better understand the production environment in testing
  - ○ i.e. active directory lockdown rules, configurations, settings, and policies

Front-End Development Milestone 1

Scoping and Project Plan

Activity:

CONTRACTOR will complete the following activities:
- Scoping Estimation
    - CONTRACTOR will estimate the level of effort associated with developing and implementing each new feature and enhancement from the approved designs.
- Sprint Allocation
    - Based on the estimates, CONTRACTOR will determine how development work will be allocated across the coming development sprints.
- Project Planning
    - CONTRACTOR will utilize the Sprint Allocation to prepare the Project Plan for all development, testing and implementation remaining in order to deliver and launch a fully functional product inclusive of all changes approved during the design phase.
- DCFS Project Plan Review
    - CONTRACTOR and DCFS will meet to review the drafted Project Plan, identify open questions, open topics and kick off development.
- Identify all development and design tools needed to complete the project.

Deliverables:

- CONTRACTOR will provide a documented Project Plan for development outlining which new features and enhancements approved in the design process will be included in each sprint.
- List of all development and design tools needed to complete project.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- DCFS to review and accept each deliverable, within seven (7) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document uploaded to SharePoint for each deliverable.
- DCFS must approve usage of new development or design tools.
- Any changes requested after review, approval and acceptance of the deliverable will be considered out of scope and may require a change order.

Front-End Development Milestones 2, 3, and 4

Milestone 2: Feature Demo (Front-End Development Sprint 1):

- Feature 1
- Feature 3
- Feature 4
- Feature 5
- Feature 6

Milestone 3: Feature Demo (Front-End Development Sprint 2):
- Feature 7
- Feature 8
- Feature 9
- Feature 10
- Feature 11

Milestone 4: Feature Demo (Front-End Development Sprint 3):
- Feature 12

Activity:

CONTRACTOR will complete a 2-week development sprint with the following activities:
- Development
  - CONTRACTOR will complete front-end development of the associated Sprint's features per the Project Plan.
  - Features will be developed to match the design and functionality as documented in Zeplin during the Design phase.
- Internal Sprint Review
  - CONTRACTOR will meet internally towards the end of the sprint to review the progress of the development, identify open questions or other open topics, and prepare for the DCFS Feature Demo.
- DCFS Feature Demo
  - CONTRACTOR and DCFS will meet after the sprint where CONTRACTOR will demo the completed features from the sprint, identify open questions or other open topics, discuss initial feedback and align on next steps.
  - All testing and demos performed by CONTRACTOR shall be conducted using DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
- Project Backlog
  - DCFS will have the opportunity to review the documented backlog in SharePoint during the Sprint Planning Meeting as documented in the Sprint Based Methodology.

Deliverables:

- CONTRACTOR to provide the Zeplin link for the Sprint demo to DCFS.
- Any changes resulting from the Internal Sprint Review are to be documented in SharePoint and communicated to DCFS.

- CONTRACTOR will allow DCFS to review and test the front-end development as completed using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
- CONTRACTOR will provide front-end source code.
- CONTRACTOR to document and upload a copy of the backlog to SharePoint.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- DCFS to review and accept each deliverable, within seven (7) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document uploaded to SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable is out of scope and may require a change order.
- Each Milestone must be fully functional, independently of other milestones.
- Fully functional agreed upon Milestone features as per the Project Plan.

Front-End Development Milestone 5

Integration, QA & Round 1 bug fixes

Activity:

CONTRACTOR will complete the following activities prior to Milestone 6 and in parallel with Sprint-based milestones (Milestones 2, 3, and 4):
- Successful execution of the integration and system testing.
- Successful execution of all test cases.
- Assurance of no performance issues or page loading issues.
- Bugs found during testing activities have been resolved.
- All system/application vulnerability findings and weaknesses have been resolved.

Deliverables:

- CONTRACTOR will allow DCFS to review the completed front-end development using the DCFS provided API(s) in the DCFS provided Test environment.
- CONTRACTOR to provide log of all bugs found and status during each sprint Integration and system testing.
- Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.
- CONTRACTOR to provide all Test cases for DCFS review and input.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.

- DCFS to review and accept each deliverable, within seven (7) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document in SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable will be considered out of scope and may require a change order.

Front-End Development Milestone 6

Product Signoff

Activity:

- CONTRACTOR will complete all the changes/fixes as requested during the review and testing of Sprints 1, 2 and 3.
- Successful demonstration and completion of required changes/fixes as requested during the review and testing of all sprints and milestones.

Deliverables:

- CONTRACTOR will allow DCFS to review the completed front-end development using the DCFS provided API(s) in the DCFS provided Test environment.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- DCFS to review and accept each deliverable, within seven (7) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document uploaded to SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable is out of scope and may require a change order.
- Fully functional complete feature set as per this SOW.

Front-End Development Milestones 7, 8, and 9

M&O Support – Months 1, 2, and 3

Activity:

CONTRACTOR will provide 20 hours per month (PM: 5 Hours, TA: 5 Hours, Developer: 10 Hours) of support to the front-end Non-Mission Critical bug fixes and platform support upon product rollout. Feature additions will require a change order and additional budget. Hours must be used within the specified month and will not carry over to the following month. Hours can include the following roles:
- Non-Mission Critical Bug Fixes

- Copy Changes
- Minor Design Changes

Deliverables:

- CONTRACTOR to provide estimate of hours.
- Change Order and cost breakdowns for feature addition(s).
- CONTRACTOR will share with DCFS team the modification made in the system and upload document to SharePoint.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- CONTRACTOR will review all M&O estimates and approve within 3 County business days.
- DCFS to review and accept each deliverable, within three (3) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document in SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable will be considered out of scope and may require a change order.

Front-End Development Phase Breakdown

Milestone	Task	Completion Criteria
FE Development Milestone 1	Scoping and Project Plan	Successful execution includes: - Documenting and providing development estimates based on completed designs. - Creating, documenting and providing a project plan and sprint allocation for development completion. - Documenting and providing a list of all development and design tools needed to complete project.
FE Development Milestone 2	Feature Demo (Sprint 1)	Successful demonstration and delivery of Features 1-6 developed in this milestone includes: - Providing DCFS with a Zeplin link for the Sprint demo. - Documenting and uploading

		changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.
		● Providing DCFS with the required information to review and test the front-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		● Providing front-end source code.
		● Documenting and uploading Product Backlog to SharePoint.
FE Development Milestone 3	Feature Demo (Sprint 2)	Successful demonstration and delivery of Features 7-11 developed in this milestone:
		● Providing DCFS with a Zeplin link for the Sprint demo.
		● Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.
		● Providing DCFS with the required information to review and test the front-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		● Providing front-end source code.
		● Documenting and uploading Product Backlog to SharePoint.
FE Development Milestone 4	Feature Demo (Sprint 3)	Successful demonstration and delivery of Feature 12 developed in this milestone:
		● Providing DCFS with a Zeplin link for the Sprint demo.
		● Documenting and uploading changes resulting from the

		Internal Sprint Review to SharePoint and communicating to DCFS.
		• Providing DCFS with the required information to review and test the front-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		• Providing front-end source code.
		• Documenting and uploading Product Backlog to SharePoint
FE Development Milestone 5	Integration, QA & Round 1 bug fixes Will be completed in parallel with Sprint-based Milestones	• Successful demonstration of the integration and system testing. • Successful demonstration of all test cases. • Successful demonstration and assurance of no performance issues or loading issues. • Successful demonstration that bugs found during testing activities have been addressed and resolved to DCFS satisfaction. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.
FE Development Milestone 6	Product signoff (NOT the same as releasing to production)	• Successful demonstration a fully functional and bug free product. • Successful demonstration and completion of required changes/ fixes as requested during the review and testing of all sprints and milestones.
FE Development Milestone 7	M&O Support - Month 1	• Provide support and bug fixes as outlined in the below Service Level Agreement (SLA). • Document and share with DCFS, the updated code to resolve fixes made. • Upload updated documentation

		to SharePoint.
FE Development Milestone 8	M&O Support - Month 2	● Provide support and bug fixes as outlined in the below SLA. ● Document and share with DCFS, the updated code to resolve fixes made. ● Upload updated documentation to SharePoint.
FE Development Milestone 9	M&O Support - Month 3	● Provide support and bug fixes as outlined in the below SLA. ● Document and share with DCFS, the updated code to resolve fixes made. ● Upload updated documentation to SharePoint.

Back-End Development Milestones 1-10

Milestone 1: Feature 1
Milestone 2: Feature 4
Milestone 3: Feature 5
Milestone 4: Feature 6
Milestone 5: Feature 7
Milestone 6: Feature 8
Milestone 7: Feature 9
Milestone 8: Feature 10
Milestone 9: Feature 11
Milestone 10: Feature 12

Activity:

CONTRACTOR will complete one to three 2-week development sprint(s) with the following activities for each Milestone:
- Development
  - CONTRACTOR will complete back-end development of the associated Sprint's feature per the Project Plan.
  - Features will be developed to match the design and functionality as documented in Zeplin during the Design phase.
  - All system/application vulnerability findings and weaknesses have been resolved.
- Internal Sprint Review
  - CONTRACTOR will meet internally towards the end of the sprint to review the progress of the development, identify open questions or other open topics, and prepare for the DCFS Feature Demo.

- DCFS Feature Demo
  - ○ CONTRACTOR and DCFS will meet after the sprint where CONTRACTOR will demo the completed features from the sprint, identify open questions or other open topics, discuss initial feedback and align on next steps.
  - ○ All testing and demos performed by CONTRACTOR shall be conducted using DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
- Project Backlog
  - ○ DCFS will have the opportunity to review the documented backlog in SharePoint during the Sprint Planning Meeting as documented in the Sprint Based Methodology.

Deliverables:

- Any changes resulting from the Internal Sprint Review are to be documented, uploaded to SharePoint and communicated to DCFS.
- CONTRACTOR will allow DCFS to review and test the back-end development as completed using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
- Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.
- CONTRACTOR will provide back-end source code.
- CONTRACTOR to document and upload a copy of the backlog to SharePoint.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- DCFS to review and accept each deliverable, within seven (7) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document uploaded to SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable is out of scope and may require a change order.
- Each sprint must be fully functional, independently of other each sprints.
- Fully functional agreed upon Sprint features as per the Project Plan.
- Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.

Back-End Development Milestones 11, 12, and 13

M&O Support – Months 1, 2, and 3

Activity:

CONTRACTOR will provide 40 hours per month (PM: 10 Hours, TA: 10 Hours, Developer: 20 Hours) of support to the back-end Non-Mission Critical bug fixes and platform support upon product rollout. Feature additions will require a change order and additional budget. Hours must be used within the specified month and will not carry over to the following month. Hours can include the following roles:

- Non-Mission Critical Bug Fixes
- Copy Changes
- Minor Design Changes

Deliverables:

- CONTRACTOR to provide estimate of hours.
- Change Order and cost breakdown for feature addition(s).
- CONTRACTOR will share with DCFS team the modification made in the system and upload document to SharePoint.

Acceptance Criteria:

- One (1) round of revision is included for each deliverable.
- CONTRACTOR will review all M&O estimates and approve within 3 County business days.
- DCFS to review and accept each deliverable, within three (3) County business days or as otherwise stated (the "Review and Acceptance Period").
- DCFS must provide clear, actionable feedback in a single, consolidated document in SharePoint for each deliverable.
- Any changes requested after review, approval and acceptance of the deliverable will be considered out of scope and may require a change order.

Back-End Development Phase Breakdown

Milestone	Task	Completion Criteria
BE Development Milestone 1	Feature 1	Successful demonstration and delivery of Feature 1 developed in this milestone: - Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. - Providing DCFS with the required information to review and test the back-end development using the DCFS

		and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 2	Feature 4	Successful demonstration and delivery of Feature 4 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 3	Feature 5	Successful demonstration and delivery of Feature 5 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating

		to DCFS.
		- Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. - Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. - Providing back-end source code. - Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 4	Feature 6	Successful demonstration and delivery of Feature 6 developed in this milestone: - Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. - Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. - Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. - Providing back-end source code. - Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 5	Feature 7	Successful demonstration and delivery of Feature 7 developed in this

		milestone:
		• Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 6	Feature 8	Successful demonstration and delivery of Feature 8 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.

		• Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 7	Feature 9	Successful demonstration and delivery of Feature 9 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 8	Feature 10	Successful demonstration and delivery of Feature 10 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.

		• Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 9	Feature 11	Successful demonstration and delivery of Feature 11 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 10	Feature 12	Successful demonstration and delivery of Feature 12 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review

		and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. ● Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. ● Providing back-end source code. ● Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 11	M&O Support - Month 1	● Provide support and bug fixes as outlined in the below Service Level Agreement (SLA). ● Document and share with DCFS, the updated code to resolve fixes made. ● Upload updated documentation to SharePoint.
BE Development Milestone 12	M&O Support - Month 2	● Provide support and bug fixes as outlined in the below SLA. ● Document and share with DCFS, the updated code to resolve fixes made. ● Upload updated documentation to SharePoint.
Development Milestone 13	M&O Support - Month 3	● Provide support and bug fixes as outlined in the below SLA. ● Document and share with DCFS, the updated code to resolve fixes made. ● Upload updated documentation to SharePoint.

Sprint Based Methodology

● The engagement will be structured following an agile methodology, in which resources are allocated to design a defined set of features. Work is currently estimated to be

scheduled for 6 months in which tasks from the Product Backlog will be worked on for review at the end of each sprint.

- Prior to each sprint, in a Sprint Planning meeting with the DCFS, CONTRACTOR will present the list of tasks for the next two (2) sprints along with the Resource Plan for the remaining Product Backlog for DCFS approval.
    - Each sprint will begin on the Monday after DCFS signs off on the next two (2) sprints and Resource Plan.
    - In the absence of DCFS feedback on the next two (2) sprints prior to the start of a new sprint, CONTRACTOR will proceed with the sprints as agreed upon in the previously approved sprints and Resource Plan.
- The Resource Plan is subject to change based on the progress of CONTRACTOR against the Product Backlog as well as at DCFS request.
    - Changes to resourcing in the Resource Plan may not exceed a 40% change to resourcing in any sprint to maximize team consistency and availability.
    - Changes in the Resource Plan may only occur during the bi-weekly Sprint Planning Meeting. All changes within the Resource Plan must be approved and locked prior to the kickoff of any sprint. Emergency changes may be made outside of this bi-weekly meeting. DCFS and CONTRACTOR agree that this may result in loss of work originally planned for that Sprint. Work that is deprioritized in this scenario will be pushed to the Product Backlog for assigning during a future sprint.
    - DCFS agrees to identify one point of contact that will attend bi-weekly Sprint Planning meetings and arrange to have a back-up available to attend if necessary.
- CONTRACTOR and DCFS will use collaborative tools mutually agreed upon by both parties.
- CONTRACTOR will conduct QA testing on all development work completed in each sprint. Bugs that are found will be addressed on a per sprint basis.

Testing & Deployment

- After each Feature Demo Milestone has been completed, DCFS will be able to review the front-end development as completed using the CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
- After each Feature Demo Milestone has been completed, DCFS will be able to review the back-end development as completed using the CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
- All feedback is to be consolidated into a single cumulative report to be delivered to CONTRACTOR as outlined in the Feedback section, and uploaded to SharePoint.
- Once the Feature Demo Milestone has been completed, CONTRACTOR will upload all completed code to TFS and request DCFS to upload completed code to front facing test environment to allow DCFS to perform integration, QA and user acceptance testing, where applicable. DCFS will complete the uploading to the Front facing test

environment within two business days. DCFS QA of completed sprint-based milestones is anticipated to take two weeks, to be labeled the 'QA period'. DCFS will QA the completed features using the CONTRACTOR developed API and provide all feedback consolidated into a single cumulative report to be delivered to CONTRACTOR, and uploaded to SharePoint.

- CONTRACTOR will begin end to end QA upon delivery of a feature complete build as defined in the project timeline.
- CONTRACTOR will work collaboratively with DCFS in order to execute QA testing in a timely manner. This means that DCFS will be conducting certain functional testing exercises to order to assist CONTRACTOR in maintaining timeline and budget expectations.
- CONTRACTOR will create test cases for each feature of the application, and share with the DCFS, as requested.
  - o If the DCFS discovers an issue during their QA period related to CONTRACTOR's work that is within the scope of this project but not covered by the test cases, CONTRACTOR will consider this a bug and will fix the issue as outlined in the Sprint Based Methodology.
- Production Deployment - DCFS will lead in deployment after all completed integration and testing.
  - o CONTRACTOR will work with DCFS in monitoring and testing the application as outlined in the Limited Warranty and Support sections, to make sure it works properly in production after deployment. CONTRACTOR will provide DCFS all prerequisites needed for a successful deployment. If a problem is found, CONTRACTOR will work with DCFS immediately to provide an urgent production fix.

Additional Development

Minor feature or functionality requests will be based on mutually agreed upon scope and requirements by both CONTRACTOR and DCFS. Any such requests that are agreed to be outside of the maintenance and operations, and beyond the scope of work may be subject to a change order.

Feedback

DCFS will be required to provide iterative feedback on phases of the project as detailed in the project timeline, which is provided to the DCFS following project kickoff. Each feedback period will last no more than the indicated time as mentioned above, excluding Fridays and as specified in the Project Assumptions, in order to ensure project progression in keeping with timeline and milestone deliverables.

5.0 REPORTS AND RECORD KEEPING

5.1 CONTRACTOR shall provide DCFS with a monthly service report for the previous month indicating the work and activities performed attached to the monthly invoice.

5.2 CONTRACTOR will send all billing invoices to DCFS via electronic mail or facsimile to the address and fax number provided, addressed to individual specified in the Notice Section of MSA. DCFS must make payment within thirty (30) days of receipt of any billing invoice from CONTRACTOR.

5.3 CONTRACTOR shall include in the monthly service report copies of any Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

5.4 The monthly service report shall be submitted within ten business days from the end of the being reported and in a format approved in advance by the DCFS Program Manager.

6.0 CONTRACTOR'S QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. A copy must be provided to the CPM on the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

6.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-1, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

6.1.1 Methods for ensuring uninterrupted service to DCFS in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.

6.1.2 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to DCFS upon request.

6.2 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPM.

6.3 The CPM, or other personnel authorized by DCFS, will monitor CONTRACTOR'S performance under this contract using the quality assurance procedures specified in this Statement of Work and Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, County's Quality Assurance Plan, of the Contract.

7.0 COUNTY'S QUALITY ASSURANCE PLAN AND MONITORING

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

7.1 Weekly Calls and Emails

CONTRACTOR will host one (1) weekly 30-minute project status call and one (1) weekly email update. Status call and email will include the previous week's completed activities, open action items, the current week's expected activities, project timeline, and project burn.

7.2 In-Person Meetings

All in-person meetings and Knowledge Transfer sessions will be held at DCFS' Norwalk office. CONTRACTOR and DCFS will agree upon the designated meeting date and time.

7.3 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by DCFS and the CONTRACTOR.

The DCFS Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the DCFS Contract Project Monitor within ten (10) workdays.

8.0 GREEN INITIATIVE

8.1 CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. CONTRACTOR shall notify DCFS Project Manager of CONTRACTOR'S new green initiatives prior to the contract commencement.

9.0   PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

9.1   CONTRACTOR shall meet and complete the milestones and tasks listed in the chart below for the design phase of the project.

Design Phase Breakdown

Milestone	Task	Completion Criteria
Design Milestone 1	Kickoff Workshop	Successful execution includes: • Documenting and providing a summary of Kickoff Meeting minutes, including but not limited to discussion points, decisions, pending decisions, action items, due dates and next steps. • Documenting and providing findings, outcomes, decisions and gaps identified through the interactive activities. • Documenting and providing findings that are, and are not in alignment with defined DCFS vision, business model and users.
Design Milestone 2	Design Sprint 1	Successful execution includes: • Documenting and providing individual responses and notes and/or recordings from sessions. • Documenting and providing design updates. • Documenting and providing outcomes from DCFS Review sessions. • Documenting and providing outcomes from User Testing • Documenting and providing Feedback collected.
Design Milestone 3	Design Sprint 2	Successful execution includes: • Documenting and providing individual responses and notes and/or recordings from sessions. • Documenting and providing design updates. • Documenting and providing outcomes from DCFS Review sessions. • Documenting and providing outcomes from User Testing. • Documenting and providing Feedback collected.

Design Milestone 4	Design Sprint 3	Successful execution includes: • Documenting and providing individual responses and notes and/or recordings from sessions. • Documenting and providing design updates. • Documenting and providing outcomes from DCFS Review sessions. • Documenting and providing outcomes from User Testing. • Documenting and providing Feedback collected.

9.2   CONTRACTOR shall meet and complete the milestones and tasks listed in the chart below for the front-end phase of the project.

Front-End Development Phase Breakdown

Milestone	Task	Completion Criteria
FE Development Milestone 1	Scoping and Project Plan	Successful execution includes: • Documenting and providing development estimates based on completed designs. • Creating, documenting and providing a project plan and sprint allocation for development completion. • Documenting and providing a list of all development and design tools needed to complete project.
FE Development Milestone 2	Feature Demo (Sprint 1)	Successful demonstration and delivery of Features 1-6 developed in this milestone includes: • Providing DCFS with a Zeplin link for the Sprint demo. • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review

		and test the front-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. ● Providing front-end source code. ● Documenting and uploading Product Backlog to SharePoint.
FE Development Milestone 3	Feature Demo (Sprint 2)	Successful demonstration and delivery of Features 7-11 developed in this milestone: ● Providing DCFS with a Zeplin link for the Sprint demo. ● Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. ● Providing DCFS with the required information to review and test the front-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. ● Providing front-end source code. ● Documenting and uploading Product Backlog to SharePoint.
FE Development Milestone 4	Feature Demo (Sprint 3)	Successful demonstration and delivery of Feature 12 developed in this milestone: ● Providing DCFS with a Zeplin link for the Sprint demo. ● Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. ● Providing DCFS with the required information to review and test the front-end

		development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. ● Providing front-end source code. ● Documenting and uploading Product Backlog to SharePoint
FE Development Milestone 5	Integration, QA & Round 1 bug fixes Will be completed in parallel with Sprint-based Milestones	● Successful demonstration of the integration and system testing. ● Successful demonstration of all test cases. ● Successful demonstration and assurance of no performance issues or loading issues. ● Successful demonstration that bugs found during testing activities have been addressed and resolved to DCFS satisfaction. ● Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.
FE Development Milestone 6	Product signoff (NOT the same as releasing to production)	● Successful demonstration a fully functional and bug free product. ● Successful demonstration and completion of required changes/ fixes as requested during the review and testing of all sprints and milestones.
FE Development Milestone 7	M&O Support - Month 1	● Provide support and bug fixes as outlined in the below Service Level Agreement (SLA). ● Document and share with DCFS, the updated code to resolve fixes made. ● Upload updated documentation to SharePoint.
FE Development Milestone 8	M&O Support - Month 2	● Provide support and bug fixes as outlined in the below SLA. ● Document and share with DCFS, the updated code to resolve fixes made.

Milestone	Task	Completion Criteria
		• Upload updated documentation to SharePoint.
FE Development Milestone 9	M&O Support - Month 3	• Provide support and bug fixes as outlined in the below SLA. • Document and share with DCFS, the updated code to resolve fixes made. • Upload updated documentation to SharePoint.

9.3   CONTRACTOR shall meet and complete the milestones and tasks listed in the chart below for the back-end phase of the project.

Back-End Development Phase Breakdown

Milestone	Task	Completion Criteria
BE Development Milestone 1	Feature 1	Successful demonstration and delivery of Feature 1 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 2	Feature 4	Successful demonstration and delivery of Feature 4 developed in this

		milestone:
		• Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.
		• Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		• Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.
		• Providing back-end source code.
		• Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 3	Feature 5	Successful demonstration and delivery of Feature 5 developed in this milestone:
		• Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.
		• Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		• Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.

		• Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 4	Feature 6	Successful demonstration and delivery of Feature 6 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 5	Feature 7	Successful demonstration and delivery of Feature 7 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.

		• Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 6	Feature 8	Successful demonstration and delivery of Feature 8 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 7	Feature 9	Successful demonstration and delivery of Feature 9 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review

		and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 8	Feature 10	Successful demonstration and delivery of Feature 10 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 9	Feature 11	Successful demonstration and delivery of Feature 11 developed in this milestone: • Documenting and uploading changes resulting from the

		Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.
BE Development Milestone 10	Feature 12	Successful demonstration and delivery of Feature 12 developed in this milestone: • Documenting and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS. • Providing DCFS with the required information to review and test the back-end development using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • Providing back-end source code. • Documenting and uploading Product Backlog to SharePoint.

BE Development Milestone 11	M&O Support - Month 1	• Provide support and bug fixes as outlined in the below Service Level Agreement (SLA). • Document and share with DCFS, the updated code to resolve fixes made. • Upload updated documentation to SharePoint.
BE Development Milestone 12	M&O Support - Month 2	• Provide support and bug fixes as outlined in the below SLA. • Document and share with DCFS, the updated code to resolve fixes made. • Upload updated documentation to SharePoint.
Development Milestone 13	M&O Support - Month 3	• Provide support and bug fixes as outlined in the below SLA. • Document and share with DCFS, the updated code to resolve fixes made. • Upload updated documentation to SharePoint.

9.4   All deliverables funded by the Productivity Investment Fund (PIF) award must be approved and accepted by DCFS on or by the end of 4th quarter of the PIF withdrawal schedule.

10.0   PERFORMANCE OUTCOME MEASURE SUMMARY

Contractor shall adhere to the measures established in this Statement of Work to achieve the outcomes specified in Exhibit A-2 Performance Outcome Measure Summary.

PERFORMANCE REQUIREMENTS SUMMARY

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
1.	Kickoff Workshop • CONTRACTOR, DCFS and Stakeholders will meet in person and participate in Kickoff meeting to discuss and respond to questions and describe the aspects of current business and business processes.	CONTRACTOR to document and provide a summary of Kickoff Meeting minutes, including but not limited to discussion points, decisions, pending decisions, action items, due dates and next steps.	• To be 100% completed	• Documentation and summary of Kickoff Meeting minutes, including but not limited to discussion points, decisions, pending decisions, action items, due dates and next steps.	• DCFS will not accept the deliverable.
2.	• CONTRACTOR, DCFS and Stakeholders will meet in person to work through a series of interactive activities designed to confirm, iterate on and align with defined DCFS vision, business model and users.	• CONTRACTOR to document and provide findings, outcomes, decisions and gaps identified through the interactive activities.	• To be 100% completed	• Documentation of findings, outcomes, decisions and gaps identified through the interactive activities.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD

3.	• CONTRACTOR, DCFS and Stakeholders will discuss necessary data and key performance metrics to be collected with sampling and analytics tools.
	  o Google Analytics tracking and custom events will be fully implemented and configured prior to Design Milestone 1.
	  o Hotjar will be fully implemented and configured prior to Design Milestone 1.
	  o CONTRACTOR is responsible for implementation, configuration and day-to-day management of the Analytics tool in the T2C web application during Phase 2 design and development
		• CONTRACTOR to document and provide findings that are and that are not in alignment with defined DCFS vision, business model and users.	• To be 100% completed	• Documentation of findings, outcomes, decisions and gaps identified through the interactive activities.
				• Documentation of findings that are, and are not in alignment with defined Client vision, business model and users.
					• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
	o CONTRACTOR is responsible for implementation, configuration and day-to-day management of the Experience Sampling tool in the T2C web application during Phase 2 design and development				

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD

4.	Design Milestones 2, 3, and 4
	● Research and Documentation
	  ○ CONTRACTOR will research requirements of feature and document all necessary information for development team in order to ensure that all user needs are being met. Research will outline how a specific feature will function.
	  ○ This documentation and research will be reflected in completed designs and deliverables and validated through user testing.
		● User Testing shall reflect the research and documentation.	● To be 100% completed.	● DCFS shall see documentation and research reflected in the designs and deliverables.
				
				.
					● DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
5.	• Prototyping o CONTRACTOR will design and update the relevant screens in the prototype to reflect the changes to the end-to-end scheduling process.	• Relevant screens shall reflect changes.	• To be 100% completed.	• Documentation of design updates • DCFS shall see changes in the relevant screens.	• DCFS will not accept the deliverable.

6.	• DCFS Design Review
	  o CONTRACTOR and DCFS will meet in the middle of the sprint to review the progress of the UX/UI designs, identify open questions or other open topics, discuss initial product feedback and align on next steps.
	  o One round of revisions within 3 days of DCFS Design Review call
		• CONTRACTOR shall document Design Review Call.	• To be 100% completed.	• DCFS shall receive documentation of Design Review Call.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD

7.	• User Testing & Concept Validation
	  o CONTRACTOR will perform individual user tests with a navigable prototype in order to validate product and feature designs/decisions.
	  o User Testing sessions will be conducted via conference call and screen share.
	  o DCFS will be responsible for:
	    ➢ Sourcing and scheduling three (3) users for individual User Testing sessions.
	  o Additional User Testing sessions in this Design Sprint are considered out of scope and will require a change order.
		• CONTRACTOR shall document and provide, within seven (7) calendar days of the completion of the User Tests, individual responses and any notes or recordings from the sessions.	• To be 100% completed.	• Documentation of individual responses and notes and/or recordings from sessions.
				• Documentation of outcomes from Client Review sessions.
				• Documentation of outcomes from User Testing Documenting and providing Feedback collected
					• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
8.	Front-End Development Milestone 1 • Scoping Estimation o CONTRACTOR will estimate the level of effort associated with developing and implementing each new feature and enhancement from the approved designs.	• CONTRACTOR will provide a documented Project Plan for development outlining which new features and enhancements approved in the design process will be included in each sprint.	• To be 100% completed.	• Documentation of development estimates based on completed designs.	• DCFS will not accept the deliverable.
9.	• Sprint Allocation o Based on the estimates, CONTRACTOR will determine how development work will be allocated across the coming development sprints.	• CONTRACTOR will provide a documented Project Plan for development outlining which new features and enhancements approved in the design process will be included in each sprint.	• To be 100% completed.	• Creation, documentation of a project plan and sprint allocation for development completion.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
10.	• Project Planning • CONTRACTOR will utilize the Sprint Allocation to prepare the Project Plan for all development, testing and implementation remaining in order to deliver and launch a fully functional product inclusive of all changes approved during the design phase.	• CONTRACTOR will provide a documented Project Plan for development outlining which new features and enhancements approved in the design process will be included in each sprint	• To be 100% completed.	• Creation, documentation of a project plan and sprint allocation for development completion	• DCFS will not accept the deliverable.
11.	• DCFS Project Plan Review ○ CONTRACTOR and DCFS will meet to review the drafted Project Plan, identify open questions, open topics and kick off development.	• DCFS' participation in review meeting.	• To be 100% completed.	• CONTRACTOR to schedule review meeting with DCFS.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
12.	• Identify all development and design tools needed to complete the project.	• CONTRACTOR shall list of all development and design tools needed to complete project.	• To be 100% completed.	• Documentation of a list of all development and design tools needed to complete project.	• DCFS will not accept the deliverable.
13.	Front-End Development Milestones 2, 3, and 4—2 week development sprint. • Development o CONTRACTOR will complete front-end development of the associated Sprint's features per the Project Plan. o Features will be developed to match the design and functionality as documented in Zeplin during the Design phase.	• CONTRACTOR to provide the Zeplin link for the Sprint demo to DCFS.	• To be 100% completed.	• Zeplin link for the Sprint demo provided to DCFS.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
14.	• Internal Sprint Review o CONTRACTOR will meet internally towards the end of the sprint to review the progress of the development, identify open questions or other open topics, and prepare for the DCFS Feature Demo.	• CONTRATOR will prepare a feature demo meeting with DCFS.	• To be 100% completed. • Each Milestone must be fully functional, independently of other milestones. • Fully functional agreed upon Milestone features as per the Project Plan.	• Zeplin link for the Sprint demo provided to DCFS • Documentation of uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD

15.	• DCFS Feature Demo
	  ○ CONTRACTOR and DCFS will meet after the sprint where CONTRACTOR will demo the completed features from the sprint, identify open questions or other open topics, discuss initial feedback and align on next steps.
	  ○ All testing and demos performed by CONTRACTOR shall be conducted using DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		• CONTRACTOR will schedule meeting for feature demo with DCFS.
		• CONTRACTOR will allow DCFS to review and test the front-end development as completed using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
			• To be 100% completed.
			• Each Milestone must be fully functional, independently of other milestones.
			• Fully functional agreed upon Milestone features as per the Project Plan.
				• Zeplin link for the Sprint demo provided to DCFS
				• Documentation of uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.
				• Information provided to DCFS to review and test the front-end development using DCFS and CONTRACTOR'S provided and updated API(s) in the DCFS provided Test environment.
				• Front-end source code provided to DCFS.
					• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
16.	• Project Backlog o DCFS will have the opportunity to review the documented backlog in SharePoint during the Sprint Planning Meeting as documented in the Sprint Based Methodology.	• CONTRACTOR to document and upload a copy of the backlog to SharePoint.	• To be 100% completed. • Each Milestone must be fully functional, independently of other milestones. • Fully functional agreed upon Milestone features as per the Project Plan.	• Documentation and uploaded Product Backlog to SharePoint.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
17.	Front-End Development Milestone 5 CONTRACTOR will complete the following activities prior to Milestone 6 and in parallel with Sprint-based milestones (Milestones 2, 3, and 4): • Successful execution of the integration and system testing. • Successful execution of all test cases. • Assurance of no performance issues or page loading issues. • Bugs found during testing activities have been resolved. • All system/application vulnerability findings and weaknesses have been resolved.	• CONTRACTOR will allow DCFS to review the completed front-end development using the DCFS provided API(s) in the DCFS provided Test environment. • CONTRACTOR to provide log of all bugs found and status during each sprint Integration and system testing. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. • CONTRACTOR to provide all Test cases for DCFS review and input.	• To be 100% completed.	• Successful demonstration of the integration and system testing. • Successful demonstration of all test cases. • Successful demonstration and assurance of no performance issues or loading issues. • Successful demonstration that bugs found during testing activities have been addressed and resolved to DCFS satisfaction. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
18..	Front-End Development Milestone 6 • CONTRACTOR will complete all the changes/fixes as requested during the review and testing of Sprints 1, 2 and 3. • Successful demonstration and completion of required changes/fixes as requested during the review and testing of all sprints and milestones.	• CONTRACTOR will allow DCFS to review the completed front-end development using the DCFS provided API(s) in the DCFS provided Test environment.	• To be 100% completed.	• Successful demonstration a fully functional and bug free product. • Successful demonstration and completion of required changes/ fixes as requested during the review and testing of all sprints and milestones.	• DCFS will not accept the deliverable.

19.	Front-End Development Milestones 7, 8, and 9
	CONTRACTOR will provide 20 hours per month (PM: 5 Hours, TA: 5 Hours, Developer: 10 Hours) of support to the front-end Non-Mission Critical bug fixes and platform support upon product rollout. Feature additions will require a change order and additional budget. Hours must be used within the specified month and will not carry over to the following month. Hours can include the following roles:
	   • Non-Mission Critical Bug Fixes
	   • Copy Changes
	   • Minor Design Changes
		• Hours will be indicated in monthly invoice.
		• Change Order and cost breakdowns for feature addition(s).
		• CONTRACTOR will share with DCFS team the modification made in the system and upload document to SharePoint.
			• To be 100% completed	• Provided support and bug fixes.
				• Documentation and sharing with DCFS, the updated code to resolve fixes made.
				• Uploaded updated documentation to SharePoint.
					• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
20..	**Back-End Development Milestones 1-10** ● Development 　o CONTRACTOR will complete back-end development of the associated Sprint's feature per the Project Plan. 　o Features will be developed to match the design and functionality as documented in Zeplin during the Design phase. 　o All system/application vulnerability findings and weaknesses have been resolved.	● CONTRACTOR will allow DCFS to review and test the back-end development as completed using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment. ● Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. ● CONTRACTOR to document and upload a copy of the backlog to SharePoint.	● To be 100% completed. ● Each sprint must be fully functional, independently of other each sprints. ● Fully functional agreed upon Sprint features as per the Project Plan. ● Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.	● Zeplin link for the Sprint demo provided to DCFS.	● DCFS will not accept the deliverable. .

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
21.	• Internal Sprint Review o CONTRACTOR will meet internally towards the end of the sprint to review the progress of the development, identify open questions or other open topics, and prepare for the DCFS Feature Demo.	• CONTRATOR will prepare a feature demo meeting with DCFS.	• To be 100% completed. • One (1) round of revision. • DCFS to review and accept each deliverable, within seven (7) County business days (the "Review and Acceptance Period"). • Each Milestone must be fully functional, independently of other milestones. • Fully functional agreed upon Milestone features as per the Project Plan. • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section. •80	• Zeplin link for the Sprint demo provided to DCFS. • Documentation and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD

22..	• DCFS Feature Demo
	   ○ CONTRACTOR and DCFS will meet after the sprint where CONTRACTOR will demo the completed features from the sprint, identify open questions or other open topics, discuss initial feedback and align on next steps.
	   ○ All testing and demos performed by CONTRACTOR shall be conducted using DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
		• CONTRACTOR will schedule meeting for feature demo with DCFS.
		 • CONTRACTOR will allow DCFS to review and test the front-end development as completed using the DCFS and CONTRACTOR provided and updated API(s) in the DCFS provided Test environment.
			• To be 100% completed.
			 • One (1) round of revision.
			 • DCFS to review and accept each deliverable, within seven (7) County business days (the "Review and Acceptance Period").
			 • Each Milestone must be fully functional, independently of other milestones.
			 • Fully functional agreed upon Milestone features as per the Project Plan.
				• Zeplin link for the Sprint demo provided to DCFS.
				 • Documentation and uploading changes resulting from the Internal Sprint Review to SharePoint and communicating to DCFS.
				 • Information provided to DCFS to review and test the back-end development using the DCFS and CONTRACTOR'S provided and updated API(s) in the DCFS provided Test environment.
				 • Successful demonstration that all security vulnerability findings and weaknesses have been addressed, as stated in the Project Assumptions section.
				 • Provided back-end source code
					• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
23.	• Project Backlog 　○ DCFS will have the opportunity to review the documented backlog in SharePoint during the Sprint Planning Meeting as documented in the Sprint Based Methodology.	• CONTRACTOR to document and upload a copy of the backlog to SharePoint.	• To be 100% completed. • One (1) round of revision. • DCFS to review and accept each deliverable, within seven (7) County business days (the "Review and Acceptance Period"). • Each Milestone must be fully functional, independently of other milestones. • Fully functional agreed upon Milestone features as per the Project Plan.	• Documentation and uploaded Product Backlog to SharePoint.	• DCFS will not accept the deliverable.

	REQUIRED SERVICES	PERFORMANCE INDICATOR	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
24.	Back-End Development Milestones 11, 12, and 13 CONTRACTOR will provide 40 hours per month (PM: 10 Hours, TA: 10 Hours, Developer: 20 Hours) of support to the back-end Non-Mission Critical bug fixes and platform support upon product rollout. Feature additions will require a change order and additional budget. Hours must be used within the specified month and will not carry over to the following month. Hours can include the following roles: ● Non-Mission Critical Bug Fixes ● Copy Changes ● Minor Design Changes	● Hours will be indicated in monthly invoice. ● Change Order and cost breakdowns for feature addition(s). ● CONTRACTOR will share with DCFS team the modification made in the system and upload document to SharePoint.	● To be 100% completed	● Provided support and bug fixes. ● Documentation and sharing with DCFS the updated code to resolve fixes made. ● Uploaded updated documentation to SharePoint.	● DCFS will not accept the deliverable.

COUNTY'S PERFORMANCE OUTCOME MEASURE SUMMARY		
PROGRAM: TIME2CONNECT VISITATION SCHEDULING TOOL		
OUTCOME GOAL: SAFETY--Reduce the time that CSWs spend on scheduling and coordinating visits, which will allow them to focus on assessing and meeting the needs of their families, and therefore ensuring children's safety.		
TARGET GROUP: CHILDREN AND YOUTH		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Reduction in the amount of time CSWs spend coordinating family visits.	A reduction of approximately 25% of time spent by staff scheduling visits.	CSWs who use the tool will be surveyed on the amount of time the tool has saved them in the coordination of visits.

COUNTY'S PERFORMANCE OUTCOME MEASURE SUMMARY		
PROGRAM: TIME2CONNECT VISITATION SCHEDULING TOOL		
OUTCOME GOAL: PERMANENCY—Increase the number of visits between parents/legal guardians and children by making the coordination process easier. Having more frequent visits increases the likelihood of reunification, which is the ideal form of permanency.		
TARGET GROUP: CHILDREN AND YOUTH		
COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Increase in the number of children reunifying with their parents or legal guardians	Increase the number of family reunifications by 5%.	Make data comparisons between the number of families who reunify and are assigned to CSWs who use the tool and those assigned to CSWs who do not use it.

COUNTY'S PERFORMANCE OUTCOME MEASURE SUMMARY

PROGRAM: TIME2CONNECT VISITATION SCHEDULING TOOL

OUTCOME GOAL: PERMANENCY— Track the number of scheduled, confirmed, and no-show visits in order to provide visitation data to CSWs. Having this data available can allow CSWs to conduct more thorough assessments when making recommendations to Court regarding visitation and family reunification. Making adequate assessments can lead to a reduction of the time children spend in out-of-home care.

TARGET GROUP: YOUTH, PARENTS, AND LEGAL GUARDIANS

COUNTY'S OUTCOME INDICATORS	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Decrease in the amount of time children spend in out-of-home care without an established permanent plan.	Decrease the months in out-of-home care without an establishment permanent plan by 2 months.	Make comparisons of the time children spend in out-of-home care without having a permanent plan and who are in the caseload of CSWs who utilize T2C and those children who are in the caseload of CSWs who do not utilize it.

County of Los Angeles
Department of Children and Family Services

EXHIBITS TO THE CONTRACT

VISITATION SCHEDULING TOOL

VISITATION SCHEDULING TOOL (TIME2CONNECT)

PRICING SHEET

Contractor hereby agrees to perform the services for the County of Los Angeles, Department of Children and Family Services, under all of the terms and conditions specified in the Contract, Statement of Work, Exhibits and Attachments. This fixed price contract guarantees that each phase price shall include, but is not limited to, costs for labor, materials, equipment, supplies, applicable taxes, including sales taxes, and other identifiable costs needed to comply with the requirements of the Contract and Statement of Work. Contractor agrees to commence services immediately following the receipt of the Start Work Notice. Contractor agrees not to exceed the Maximum Contract Sum of **$730,000** for the period of 18 months, and to provide the specified services for the following submitted compensation. The fixed price is as follows:

Visitation Scheduling Tool (Time2Connect)					
Front End Services		**Maximum Contract Sum for Front End**	**Back End Services**		**Maximum Contract Sum for Back End**
Milestone	**Price**		**Milestone**	**Price**	
1	$19,640		16	$73,360	
2	$8,113		17	$52,400	
3	$32,096		18	$62,880	
4	$16,048		19	$62,880	
5	$16,048		20	$68,120	
6	$3,315		21	$52,400	
7	$74,423	$330,000	22	$52,400	$400,000
8	$35,466		23	$36,680	
9	$35,466		24	$73,360	
10	$35,466		25	$52,400	
11	$35,466		26*	$7,100	
12	$7,803		27*	$7,100	
13*	$3,550		28*	$7,100	
14*	$3,550				
15*	$3,550				
Total Maximum Contract Sum				**$730,000**	

Contractor	Sidebench Studios, LLC.	
Name:		Title:
Signature:		Date:

* Maintenance and Operations Support

EXHIBIT C

LINE-ITEM BUDGET

DCFS Phase 2
Budget Narrative
Updated June 2020

Front End Budget

Hours calculation	Cost Rate	Hours	Milestones M001	M002	M003	M004	M005	M006	M007	M008	M009	M010	M011	M012	M013	M014	M015
Product Manager	65	332	20	8	32	16	16	3	75	36	36	36	36	8	4	4	4
Product Generalist	69	203	12	5	20	10	10	2	46	22	22	22	22	5	2	2	2
Technical Architect	168	113	7	3	11	5	5	1	25	12	12	12	12	3	1	1	1
Technical Architect	149	203	12	5	20	10	10	2	46	22	22	22	22	5	2	2	2
Business Analyst	147	36	2	1	4	2	2	0	8	4	4	4	4	1	0	0	0
Product Lead	156	158	9	4	15	8	8	2	36	17	17	17	17	4	2	2	2
Design Manager	106	180	11	4	18	9	9	2	41	19	19	19	19	4	2	2	2
Designer	100	315	19	8	31	15	15	3	71	34	34	34	34	7	3	3	3
Front End Developer	60	450	27	11	44	22	22	5	101	48	48	48	48	11	5	5	5
Front End Developer	60	450	27	11	44	22	22	5	101	48	48	48	48	11	5	5	5
Front End Developer	60	450	27	11	44	22	22	5	101	48	48	48	48	11	5	5	5
Front End Developer	60	450	27	11	44	22	22	5	101	48	48	48	48	11	5	5	5
Front End Developer	60	450	27	11	44	22	22	5	101	48	48	48	48	11	5	5	5
Direct Cost Allocation			17,860	7,378	29,188	14,594	14,594	3,015	67,680	32,253	32,253	32,253	32,253	7,096	3,228	3,228	3,228
Indirect Cost Allocation			1,779	735	2,908	1,454	1,454	300	6,743	3,213	3,213	3,213	3,213	707	322	322	322
Sub-total		330,000	19,640	8,113	32,096	16,048	16,048	3,315	74,423	35,466	35,466	35,466	35,466	7,803	3,550	3,550	3,550

DCFS Phase 2
Budget Narrative
Updated June 2020

Back End Budget

Hours calculation	Cost Rate	Hours	Milestones M016	M017	M018	M019	M020	M021	M022	M023	M024	M025	M026	M027	M028
Product Manager	65	440	53	38	45	45	49	38	38	27	53	38	5	5	5
Product Generalist	69	275	33	24	28	28	31	24	24	17	33	24	3	3	3
Technical Architect	168	220	27	19	23	23	25	19	19	13	27	19	3	3	3
Technical Architect	149	330	40	28	34	34	37	28	28	20	40	28	4	4	4
Business Analyst	147	107	13	9	11	11	12	9	9	6	13	9	1	1	1
Product Lead	156	220	27	19	23	23	25	19	19	13	27	19	3	3	3
Front End Developer	60	770	93	66	80	80	86	66	66	46	93	66	9	9	9
Front End Developer	60	770	93	66	80	80	86	66	66	46	93	66	9	9	9
Back End Developer	94	770	93	66	80	80	86	66	66	46	93	66	9	9	9
Back End Developer	94	770	93	66	80	80	86	66	66	46	93	66	9	9	9
Back End Lead	176	374	45	32	39	39	42	32	32	23	45	32	4	4	4
Back End Technical Lead	300	303	36	26	31	31	34	26	26	18	36	26	4	4	4
Direct Cost Allocation			69,678	49,770	59,724	59,724	64,701	49,770	49,770	34,839	69,678	49,770	6,744	6,744	6,744
Indirect Cost Allocation			3,682	2,630	3,156	3,156	3,419	2,630	2,630	1,841	3,682	2,630	356	356	356
Total		608,180	73,360	52,400	62,880	62,880	68,120	52,400	52,400	36,680	73,360	52,400	7,100	7,100	7,100
*Discount		(208,180)	(25,111)	(17,937)	(21,524)	(21,524)	(23,317)	(17,937)	(17,937)	(12,556)	(25,111)	(17,937)	(2,430)	(2,430)	(2,430)
Sub-total		400,000	48,249	34,464	41,356	41,356	44,803	34,464	34,464	24,125	48,249	34,464	4,670	4,670	4,670
Grand Total		730,000													

EXHIBIT C

BUDGET NARRATIVE

Phase Costing Detail

Each resource is calculated by taking the Total Cost Rates by the hours expected for each project phase.

Each Milestone has an associated number of hours that each resource will be working and that is summarized and subtotaled below the allocation of hours per resource and by milestone.

We then apply the indirect cost per milestone by hours worked for "in office" staff only to arrive at the total budget for each and every milestone.

Direct Cost Explanation

We have calculated each team member who will be working on the project throughout the project lifespan. Each line has the following information:

Title - The role that each team member plays on the project Cost

Rate – The total cost per hour for one team member

Hours – Number of hours for the project phase for that resource

Total Cost - Number of hours for the project phase multiplied by the hourly Total

Hourly Total – The total cost per hour for one team member

Pay – The direct pay per hour for a team member

Sub-total – The totals for each criteria

Indirect Cost Explanation

The admin costs are calculated according to the following variables:

Total Admin Cost on Average per month calculated by finding the per hour rate for resources in a given period of time. For example, 3,000 hours in one month for all resources that are available to be billed. This includes rent, utilities, supplies and subscriptions that only apply to the project.

The expected % of direct "in office" resources that will be attributed to the DCFS T2C project. Only direct "in office" staff hours are being allocated to the calculation of indirect costs.

We then arrive at an Hourly total which shows how much in cost each administrative cost accounts for.

Indirect costs in total come in well under 10% of the total project budget.

Grand Total Budget – The overall budget for this phase of the project

Discount – The 208k was calculated by offering a discount on all-time that Sidebench would spend on the Back-end tasks for this engagement. The 208k is a straight discount off of services Sidebench is committing to this engagement.

CONTRACTOR'S EEO CERTIFICATION

_____

Contractor Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS

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 timetables.   Yes ☐   No ☐

_____

Authorized Official's Printed Name and Title

_____   _____

Authorized Official's Signature   Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

                  _____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

                  _____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

                  _____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____   Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____   DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

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 but does not include:

1.   A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2.   A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3.   A purchase made through a state or federal contract; or

4.   A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5.   A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6.   A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7.   A non-agreement purchase with 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

8.   A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D.   "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 chief administrative officer, or

   2.   The contractor has a long-standing practice that defines the lesser number of hours as full time.

E.   "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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 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)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

EXHIBIT I

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

Safely Surrendered
Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT I
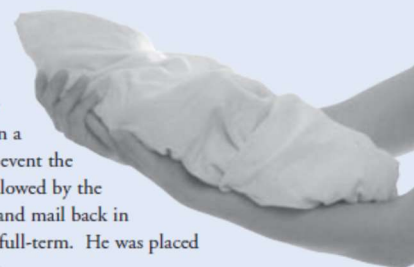
Ley de **Entrega de Bebés** *Sin Peligro*

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

EXHIBIT I

Ley de Entrega de Bebés
Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un 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 período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.

- 2.201.020 - Definitions.

- 2.201.030 - Prospective effect.

- 2.201.040 - Payment of living wage.

- 2.201.050 - Other provisions.

- 2.201.060 - Employer retaliation prohibited.

- 2.201.070 - Employee retention rights.

- 2.201.080 - Enforcement and remedies.

- 2.201.090 - Exceptions.

- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the County:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be $13.25 per hour;

2. On January 1, 2017, and thereafter the rate shall be $14.25 per hour;

3. On January 1, 2018, and thereafter the rate shall be $15.00 per hour;

4. On January 1, 2019, and thereafter the rate shall be $ 15.79 per hour;

5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A.   A "retention employee" is an employee of a predecessor employer:

1.   Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2.   Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3.   Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B.   Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C.   A subsequent employer is not required to hire a retention employee who:

1.   Has been convicted of a crime related to the job or his or her job performance; or

2.   Fails to meet any other county requirement for employees of a contractor.

D.   A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

A.   An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B.   The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1.   Assess liquidated damages as provided in the contract; and/or

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

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - 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. 99-0048 § 1 (part), 1999.)

DEPARTMENT OF AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

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 Los Angeles County (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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A.   ACCOUNTING AND FINANCIAL REPORTING

      1.0   <u>Basis of Accounting</u>

           Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

           The COUNTY recommends the use of the accrual basis for recording financial transactions.

           <u>Accrual Basis</u>

           Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1   If a CONTRACTOR 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 each year of the contract and at the end of the contract.

- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2   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, or are applicable to that Agreement year.

2.0   Accounting System

Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

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:

	Debit	Credit
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5   Chart of Accounts

A Chart of Accounts shall be maintained:

-    The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 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 CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

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. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3   Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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 – Vendor 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0   Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation 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.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0   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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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's use. 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

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than $500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3   Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4   Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0   Disbursements

2.1   General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over $500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2.   Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction.   ***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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

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.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.

- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land cannot be depreciated. All other capital assets with an acquisition cost of $5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is $25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

<u>Non-Capital Asset Equipment</u>

Non-capital asset equipment is defined as equipment with a unit cost less than $5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

4.2   <u>Asset Identification and Inventory</u>

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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   <u>Depreciation and Use Allowance</u>

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.

- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a "sale and leaseback" arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.

- Under a "less than arms length" lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4   Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

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   Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1   Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., 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 the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

2.2   Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

2.3   Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) 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 direct 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, rentals, 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
- 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 (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- 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 which were 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.   GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation

- misuse or dissipate scarce public resources

1.0   Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0   Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.

- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, or officers, or employees.

- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0   Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends federal awards in excess of $500,000 in a year ($750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.

- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.

- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.

- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:

  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;

  - ✓ Financial information systems design and implementation;

  - ✓ Internal audit outsourcing services;

  - ✓ Management functions or human resources;

  - ✓ Investment adviser, or investment banking services;

  - ✓ Legal services and expert services unrelated to the audit.

G.   MISCELLANEOUS REQUIREMENTS

1.0   <u>Insurance</u>

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   <u>Activity</u>

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.

3.0   <u>Reporting Fraud/Misconduct</u>

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: <u>www.lacountyfraud.org</u>

Email: hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline
              Office of County Investigations
              Kenneth Hahn Hall of Administration
              500 W. Temple Street, Room 515
              Los Angeles, CA 90012

EXHIBIT L

Internal Revenue Notice 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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 2010 are less than $48,362 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 7, 2011.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 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 2010 and owes no tax but is eligible for a credit of $829, he or she must file a 2010 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 20599I

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles

Agreement Number _____ for _____, dated _____, as

amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise

modified from time to time (the "Agreement").

_____   _____
Grantor's Signature   Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

_____   _____
Grantor's Signature   Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

(To be Completed by County and attached to M1 and/or M2)

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU

STATE OF CALIFORNIA   )
) ss.
COUNTY OF LOS ANGELES   )

On _____, 20___, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence to be the

_____ of _____,

the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

   1.1   "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

   1.2   "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3   "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4   "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5   "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6   "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7   "Disclose" and "Disclosure" mean, 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 workforce. (See 45 C.F.R. § 160.103.)

1.8   "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9   "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, 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 if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10   "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, 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).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information 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 created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21   "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22   "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23   Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2.   **PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

2.1   Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2   Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3   Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4   Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5   Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6   Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

    5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a <u>written report without unreasonable delay and in no event later than three (3) business days</u> from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4   If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5   Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6   Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7   Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8   Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7.   ACCESS TO PROTECTED HEALTH INFORMATION

7.1   To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2   If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order 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.

    9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 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.

9.1.2   For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2   Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 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

9.3   If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10.   COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1   To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2   Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11.   AVAILABILITY OF RECORDS

11.1   Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2   Unless prohibited by the Secretary, 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.

12. **MITIGATION OF HARMFUL EFFECTS**

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. **BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. <u>INDEMNIFICATION</u>

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. <u>OBLIGATIONS OF COVERED ENTITY</u>

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure 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.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. **TERM**

   16.1   Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

   16.2   Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. **TERMINATION FOR CAUSE**

   17.1   In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

   17.2   In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. **DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

   18.1   Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. **AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. **MISCELLANEOUS PROVISIONS**

   20.1   Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

   20.2   HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

   20.3   No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

   20.4   Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

   20.5   Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

   20.6   Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

   20.7   Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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.

<div align="center">OR</div>

☐　　　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)

June 24, 2020

To: Supervisor Kathryn Barger, Chair
        Supervisor Hilda L. Solis
        Supervisor Mark Ridley-Thomas
        Supervisor Sheila Kuehl
        Supervisor Janice Hahn

From: Bobby D. Cagle
        Director

NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH SIDEBENCH STUDIOS, LLC.

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to negotiate a sole source contract with Sidebench Studios, LLC. (Sidebench) to finalized the development of a visitation (also known as "family bonding') scheduling tool, Time2Connect.

On August 14, 2018, the Board unanimously approved a motion for the Chief Executive Officer to execute a contract with Sidebench to complete work on Time2Connect, with a fully developed application deployed with training and support as the final deliverable (Phase I – Pilot Program).

This sole source contract will allow Sidebench to build upon the work completed in Phase I for completion of Phase II, which will include the design, front-end development, and maintenance and support for Time2Connect. Part of the Phase II project will be funded by the County of Los Angeles Quality and Productivity Commission's Productivity Investment Fund Award (PIF Award). The other part of Phase II, which will include completion of the back-end development for Time2Connect, is contingent upon the availability of departmental funding.

The department-wide implementation of Time2Connect will streamline coordination, communication, and data collection around visitation scheduling. This will allow the process to be more efficiently and easily standardized across all the DCFS offices. In

"To Enrich Lives Through Effective and Caring Service"

addition, Time2Connect will increase the number of successful visits, thereby increasing the likelihood of reunification. Sidebench is in a unique position to seamlessly continue supporting the existing work from the pilot program to full implementation in Phase II.

The projected contract term with Sidebench will be effective upon Board approval or the date of execution by the Director or his designee, whichever is later for a contract term of 18 months, with a one-year option to extend at no additional cost. The Maximum Contract Sum is projected to be $730,000, of this amount, $330,000 is financed by the PIF Award, and $400,000 is contingent upon approval of the Department's 2011 State Realignment Funds.

DCFS will proceed with the sole source contract negotiations within four weeks of this notice unless otherwise instructed by a Board Office.

If you have any questions or need additional information, you may contact me, or your staff may contact Aldo Marin, Board Liaison, at (213) 351-5530.

BDC:GP:CMM
KR:LTI:CP:ak

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

SOLE SOURCE CHECKLIST

Department Name: __Children and Family Services__

[✓] New Sole Source Contract

[ ] Existing Sole Source Contract   Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "*Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist*."
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
✓	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

_____
Chief   Executive Office

7/16/2020
_____
Date