



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Acting Chief Executive Officer

DATE: Wednesday, September 16, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 368672570#**

AGENDA

Members of the Public may address the Public Safety 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**
- 2. INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A.** Board Letter:
APPROVAL OF AGREEMENT WITH COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING INSTITUTE OF CRIMINAL INVESTIGATION PROGRAM
Speaker(s): Sergio V. Escobedo and Ramona Zamora (Sheriff)
 - B.** Board Letter:
MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION FOR PARTICIPATION IN THE EURASIAN ORGANIZED CRIME TASK FORCE
Speaker(s): Eduardo A. Hernandez and Ramona Zamora (Sheriff)
 - C.** Board Letter:
MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION FOR PARTICIPATION IN THE ASIAN ORGANIZED CRIME TASK FORCE
Speaker(s): Eduardo A. Hernandez and Ramona Zamora (Sheriff)
 - D.** Board Letter:
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE ALCOHOL PARTNERSHIP PROGRAM 2020-2021
Speaker(s): Joseph E. Nicassio and Elida D. Rodriguez (Sheriff)
 - E.** Board Letter:
AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION TO ALLOW ACCESS TO VIDEO PRODUCED BY CLOSED-CIRCUIT TELEVISION CAMERAS
Speaker(s): Robert Smythe and Tom Faust (Probation)

Wednesday, September 16, 2020

- F.** Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE SOCIAL SECURITY ADMINISTRATION (SSA) FOR THE COOPERATIVE DISABILITY INVESTIGATIONS (CDI) FOR FISCAL YEAR (FY) 2019-2020 THROUGH FY 2023-2024 AND APPROVE APPROPRIATION ADJUSTMENT FOR FY 2020-2021
Speaker(s): Michael Au-Yeung and Robert Maus (District Attorney)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing:
CIVIL GRAND JURY BRIEFING
Speaker(s): Cheri Thomas (CEO) and Public Safety Departments
- B.** Board Letter:
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 78034 WITH SENTINEL OFFENDER SERVICES, LLC TO PROVIDE CONTINUED LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM SERVICES
Speaker(s): Jim Cerda and Angelo Faiella (Sheriff)
- C.** Board Letter:
AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LONG BEACH TO PROVIDE PROBATION SERVICES AT THE LONG BEACH MULTI-SERVICE CENTER
Speaker(s): Robert Smythe and Reaver Bingham (Probation)
- D.** Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO A THREE-YEAR AGREEMENT WITH THE CALIFORNIA VICTIM COMPENSATION BOARD (CalVCB) TO ADMINISTER THE VICTIMS OF CRIME REVOLVING FUND FOR THE CLAIMS VERIFICATION PROGRAM FOR FISCAL YEARS 2020-21, 2021-22, AND 2022-23 ALL DISTRICTS
Speaker(s): Michael Au-Yeung and Michele Daniels (District Attorney)
- E.** Board Briefing:
PUBLIC SAFETY BUDGET BRIEFING
Speaker(s): Rene Phillips (CEO)

4. PUBLIC COMMENT
(2 minutes each speaker)

5. ADJOURNMENT

6. UPCOMING ITEMS:

- A.** NONE

September 29, 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:

**APPROVAL OF AGREEMENT WITH COMMISSION ON
PEACE OFFICER STANDARDS AND TRAINING INSTITUTE
OF CRIMINAL INVESTIGATION PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval to execute Agreement Number 20112361 (Agreement) with the Commission on Peace Officer Standard and Training (POST) for participation in the POST Robert Presley Institute of Criminal Investigation (ICI) Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Agreement with POST, for the period from July 1, 2020 through June 30, 2021, for the participation in the POST ICI Program.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached exhibits and certification.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required contract documents with POST, including, but not limited to, agreements, assurances and certifications, amendments, modifications, extensions,

and payment requests, in future fiscal years as necessary for the continued participation in the POST ICI Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department and POST recognize that the POST ICI Program was established to improve the effectiveness of individual investigators through the use of a contemporary curriculum and excellence in instruction. Both parties also recognize that POST regulations require all instructors in an ICI class to have been trained in instructor development through the Institute of Criminal Investigation Instructor Program.

The Department seeks to enter into the attached Agreement with POST to continue to provide the coordination, management, and delivery of the POST ICI Program to qualified law enforcement personnel through June 30, 2021. The Department will perform in accordance with the approved and incorporated Scope of Work (Exhibit A).

The Department will fully perform all responsibilities and duties required by this Agreement and in accordance with the directive of the POST ICI Program Manager, as set forth in Exhibit A. The Department will provide the ICI Course Coordinator, who will deliver five (5) Homicide Investigations Courses under the ICI Program. The ICI Course Coordinator will act as an instructor and mentor, coordinate and ensure completion of student work during the course, and complete and submit the end-of-course report to the POST ICI Program Manager.

Implementation of Strategic Plan Goals

Approval of this Agreement supports the County's Strategic Plan, Goal 3, Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. This Agreement leverages resources from the Department and POST to improve the effectiveness of individual Homicide investigators from the Department and surrounding agencies.

FISCAL IMPACT/FINANCING

The Department will recover overtime costs and other costs, including but not limited to equipment purchases, office/classroom supplies, subventions, and facility usage fees in an amount not to exceed the amount set forth on the Agreement. Reimbursement claims for expenses will be submitted upon the completion of each session. POST will pay funds in an amount not to exceed \$126,457.05 for Fiscal Year (FY) 2020 (July 1, 2020 – June 30, 2021) to defray overtime and other costs incurred by the Department under this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall be effective July 1, 2020 through June 30, 2021. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days written notice to the other party.

The Department will deliver five (5) Homicide Investigations Courses under the ICI Program with eighty (80) hours of instruction per course. ICI Program presentations will be delivered to not less than sixteen (16) students and not more than twenty-five (25) students per presentation. POST will reimburse the Department \$126,457.05 for FY 2020 to defray overtime and other costs incurred under this Agreement.

Board approval is required for this Agreement, as the funding amount exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

The Sheriff seeks delegated authority to execute all required contract documents with POST, including, but not limited to, agreements, assurances and certifications, amendments, modifications, extensions, and payment requests, in future fiscal years as necessary for the continued participation in the POST ICI Program.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will provide the personnel and resources required for participation in this Agreement.

CONCLUSION

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
Ramona Zamora, Administrative Services Manager II, CLEB
Jennipher Baeza, Administrative Services Manager I, CLEB
(Contract Law - POST - Robert Presley Institute of Criminal Investigation Program 09-29-20)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20112361

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

Los Angeles County Sheriff's Department

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2021

3. The maximum amount of this Agreement is:

\$126,457.05 (One hundred twenty-six thousand, four hundred fifty-seven dollars and five cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment Exhibit A, Attachment I	Course Hourly Distribution Schedule	2
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit B, Attachment I	Maximum Budget Expenditures per Course	1
+ - Exhibit B, Attachment II	Budget Detail	1
+ - Exhibit C*	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Conditions for Equipment Purchased	1
+ - Exhibit F	Inventory of Equipment Purchased	1
+ - Exhibit G	Office/Classroom Supplies Purchased	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20112361

PURCHASING AUTHORITY NUMBER (If Applicable)

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

211 West Temple Street

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Alex Villanueva

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS

860 Stillwater Road, Suite 100

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Maria A. Sandoval

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By

Deputy

SCOPE OF WORK

The Robert Presley Institute of Criminal Investigation (ICI) was established according to Penal Code section 13519.9(a) in order to improve the effectiveness of individual investigators through the use of a contemporary curriculum and excellence in instruction. California Code of Regulations, Title 11, Division 2, Article 3, Sections 1070 and 1082(d) (POST Regulations) require all Instructors in an ICI class to have been trained in Instructor development through the Institute of Criminal Investigation Instructor (ICII) Program.

1. The Contractor agrees to provide the Commission on Peace Officer Standards and Training (POST), with services necessary for the coordination, management and delivery of the POST Institute of Criminal Investigation (ICI) Program to qualified law enforcement personnel as described herein.

2. The project coordinators during the term of this Agreement will be:

POST ICI Program Manager

Name: Bob Ziglar

Phone: (916) 508-7789

Email: robert.ziglar@post.ca.gov

Direct all Agreement inquiries to:

POST Contracts Unit

Attention: Contracts Analyst

Address: 860 Stillwater Road, Ste. 100
West Sacramento, CA 95605

Phone: (916) 227-4537

Email: Contracts@POST.ca.gov

Los Angeles County Sheriff's Department

Name: Deputy Ryan P. Malone

Phone: (323) 307-8720

Email: RPMalone@lasd.org

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau

Attention: Jennipher Baeza

Address: 211 W. Temple Street, 7th Floor
Los Angeles, CA 90012

Phone: (213) 229-1625

Email: jmbaeza@lasd.org

3. The Contractor must fully perform all responsibilities and duties as required by this Agreement and in accordance with directives of the POST ICI Program Manager.
4. ICI training presentations shall be delivered to not less than 16 students and not more than 25 students per presentation. Attendance other than the stated minimum and maximum is subject to prior approval by the POST ICI Program Manager. Delivery of the ICI training courses is as follows:
 - A. Homicide Investigations Course (5 classes at 80 hours)
5. The Contractor agrees to provide ICI Course Coordinator.
 - A. ICI Course Coordinator shall have the requisite minimum qualifications as follows:

- 1) Have a minimum of five years experience in a supervisory role in a civilian training manager's (or similar) position, or a law enforcement training manager's position, or law enforcement supervisor (commonly known as a sergeant, detective supervisor or training unit supervisor), or a minimum of five years experience in an investigative assignment, working and managing an active caseload that would build extensive experience in the investigative function;
- 2) Possess a minimum of five years experience in a law enforcement related field (i.e., dispatch, crime scene, sworn peace officer); or be able to demonstrate, through oral and written processes, a thorough understanding of law enforcement, its functions and operations, how investigative training to law enforcement investigators must be delivered, and the best practices for delivering effective training on and for criminal investigations;
- 3) Have successfully completed the 40-hour Institute of Criminal Investigation Instructor (ICII) course as required for ICI instructors in POST regulations 1070 and 1082(d) and directed by Penal Code section 13519.9(a);
- 4) Have successfully completed the 24-hour POST Administrator Training Course within one year of appointment as an ICI Course Coordinator;
- 5) Be an experienced instructor skilled in the competencies emphasized in POST regulations 1070 and 1082(d);
- 6) Possess a demonstrated working knowledge of instructor-related classroom management techniques;
- 7) Possess a demonstrated working knowledge of instructional theory in adult learning concepts and their application to a law enforcement classroom;
- 8) Possess a demonstrated knowledge, experience, and ability to generate class discussion through facilitation with law enforcement employees, and incorporate a variety of adult learning concepts in instructional delivery;
- 9) Possess a working knowledge of and be familiar with POST's mission, regulations and procedures as they relate to the delivery of instruction in the ICI;
- 10) Possess demonstrated experience as an instructor having delivered a minimum of 250 hours of verified outstanding performance in classroom instruction; and
- 11) Possess a demonstrated working knowledge of law enforcement criminal investigation regulations and procedures.

B. The ICI Course Coordinator is responsible for the following:

- 1) Ensuring delivery of ICI content and process is in accordance with POST regulations 1070, 1082(d) and Penal Code section 13519.9(a);
- 2) Ensuring classroom setup is complete at the beginning of a class session and prior to the arrival of students;
- 3) Ensuring facilitators/instructors generate a learning environment that evokes the benefit of students' experience and ideas in a creative and productive environment as directed in Penal Code section 13519.9(a);
- 4) Ensuring that facilitators use highly effective instructional strategies as directed in Penal Code section 13519.9(a);

- 5) Ensuring that classrooms make use of the most modern instructional design and equipment, including computer-assisted instruction, scenarios and case studies as directed in Penal Code section 13519.9(a);
- 6) Coordinating the proper use of facilities, such as crime scene training areas, to ensure they are available for student use as directed in Penal Code section 13519.9(a);
- 7) Reviewing and providing direction for update of course curriculum and materials to the POST ICI Program Manager through the Contractor's Program Manager;
- 8) Providing oversight of logistical preparation for each presentation;
- 9) Ordering and maintaining of supplies for class presentations, or notification of supply needs to ICI Program Manager;
- 10) Coordinating and ensuring completion of student work during course (i.e., scenario training and written work);
- 11) Working with and reporting to the ICI Program Manager any budget issues, such as significant savings or any overall overages for a presentation;
- 12) Handling and/or providing direction for instructor/facilitator problems during presentation deliveries;
- 13) Completing and submitting the end-of-course report to the ICI Program Manager;
- 14) Serving in an instructor or mentor capacity when needed;
- 15) Conducting electronic mail and telephone communication with the Program Manager and/or POST ICI Program Manager; and
- 16) Managing and coordinating accurate record keeping for each course (i.e., POST roster as required in POST regulation 1055(g) for course completion, certificates of completion, networking rosters).

C. The Contractor agrees to provide ICI Course Instructors.

- 1) ICI Course Instructors shall have the requisite minimum qualifications as follows:
 - a. Have successfully completed the 40-hour Institute of Criminal Investigation Instructor (ICII) course as required in POST regulations 1070 and 1082(d) and directed by Penal Code section 13519.9(a);
 - b. Be an experienced instructor skilled in the competencies emphasized in POST regulations 1070 and 1082(d);
 - c. Possess a demonstrated working knowledge of instructor related classroom management techniques;
 - d. Possess a demonstrated working knowledge of instructional theory in adult learning concepts and their application to a law enforcement classroom;
 - e. Possess a demonstrated knowledge, experience, and ability to generate class discussion through facilitation with law enforcement employees, and incorporate a variety of adult learning concepts in instructional delivery;

- f. Demonstrate subject matter expertise/knowledge in their instructional block;
- g. Possess demonstrated experience as an instructor having delivered a minimum of 24 hours of classroom instruction in a law enforcement related field;
- h. Have a working knowledge of and be familiar with POST's mission, regulations and procedures as they relate to the delivery of instruction in the ICI; and
- i. Have a demonstrated working knowledge of law enforcement criminal investigation regulations and procedures.

2) ICI Course Instructors are responsible for the following:

- a. Ensuring delivery of ICI content and process in accordance with POST regulations 1070, and 1082(d) and Penal Code section 13519.9(a);
- b. Generating a learning environment that evokes the benefit of students' experience and ideas in a creative and productive environment as directed in Penal Code section 13519.9(a);
- c. Using highly effective instructional strategies as directed in Penal Code section 13519.9(a);
- d. Generating a learning environment that promotes and sustains instructor/student rapport and cooperation;
- e. Demonstrating effective time management to ensure effective and proper content and process delivery within time constraints;
- f. Acting as a mentor, coach and role model to students;
- g. Monitoring of students and classroom to ensure all POST course safety policies and procedures as required in POST regulation 1053(a)(6), are complied with; and
- h. Making use of the most modern instructional design and equipment, including computer-assisted instruction, scenarios and case studies.

- D. There are many different levels of instruction required in order to present the highly interactive and hands on experience for the ICI student. This requires instructors to assume positions as role players during learning activities. This also requires instructors to assist as coaches in one-on-one situations during surveillance learning activities and also during interview and interrogation learning activities. There is often written work required in ICI courses that must be critiqued and returned to the student. Each of these situations requires instructors to act as role players and/or coaches in small groups or one-on-one activities.
- E. The Contractor shall provide executive level (equivalent to a program director, police lieutenant or agency head) ICI Program Manager for all courses. ICI Program Manager responsibilities shall include but not be limited to:

- 1) Ensure site location logistics for each presentation location;
 - 2) Ensure site location is adequate for the needs of the course;
 - 3) Provide oversight, ensuring all logistics and learning environments are appropriate for student safety in accordance to POST regulation 1053(a)(6) and adult learning concepts.
 - 4) Ensure that classrooms are equipped with the most modern instructional design and equipment, including computer-assisted instruction, scenarios and case studies as directed in Penal Code section 13519.9(a);
 - 5) Handle any Agency concerns about the course;
 - 6) Actively advertise and promote the courses they are contracted to present; and
 - 7) Notify POST ICI Program Manager in the event of disciplinary action, injuries, or significant problems in the presentation of the course.
- F. The Contractor will provide clerical support during each presentation. Clerical support shall consist of, but not be limited to the following:
- 1) Preparing the course roster for each class;
 - 2) Ensuring each class has the required handouts, outlines, books and other related necessary supplies/materials;
 - 3) Answering student's questions about locations, travel, etc.;
 - 4) Keeping all hard copy and electronic file listings of student names addresses, phone numbers, POST ID numbers and/or SSN's strictly confidential in a secured manner;
 - 5) Maintaining updated information in the POST Electronic Data Interchange (EDI) system, including expanded course outlines, hourly distribution schedules, instructor resumes and safety policies as applicable;
 - 6) Taking student sign-ups for courses; and
 - 7) Entering training course student roster information into the POST Electronic Data Interchange (EDI) system no later than ten (10) calendar days following the conclusion of the course as required in POST regulation 1055(g).
- G. The frequency and number of times each course will be presented shall be determined by mutual agreement with the POST ICI Program Manager and the Contractor, based upon the demonstrated need of law enforcement personnel employed with POST-certified reimbursable agencies to meet the goals of this agreement. All presentations shall be paid in accordance with the program budget and shall not exceed the amounts outlined in Exhibit B, Attachment I.
- H. Each course shall be certified by POST and taught in accordance with content developed at the direction of the POST ICI Program Manager.
- I. The Contractor will ensure that all classes are presented by qualified instructors/facilitators (see D above), and course content taught is in accordance with content provided to the Contractor by POST.

- J. The Contractor shall be responsible to keep all hard copy and electronic file listings of student names, addresses, phone numbers and POST ID numbers (and/or SSN's) strictly confidential in a secured manner.

- K. Equipment

Under the direction of the ICI Program Manager the Contractor is authorized to make equipment purchases in accordance with Exhibits E and F.

The Contractor shall be responsible for maintaining state purchased equipment in good, working order, including repairs during the life of the equipment, and timely replacement of outdated equipment. The Contractor will store state equipment at a safe, secure location that allows for minimal cost in shipping supplies to each course presentation.

- L. Office/Classroom Supplies

The Contractor shall ensure that all course related office/classroom supplies such as books, easel charts, markers, outlines, handouts, or other related supplies and materials for presentations shall be provided to class participants as appropriate.

The Contractor shall purchase office/classroom supplies in bulk to reduce costs. The purchase costs shall be prorated over a reasonable number of presentations based on the item's anticipated service life.

The Contractor will store office/classroom supplies at a safe, secure location that allows for minimal cost in shipping supplies to each course presentation.

- M. Final approval for Contractor activities specified by this agreement including scheduling of classes and off-site training sites shall be the responsibility of the Contractor with the approval of the POST ICI Program Manager. Notification of approval of specific Contractor activities may be through verbal notification, by e-mail, or by U.S. mail at the discretion of the POST ICI Program Manager.

- N. Management Oversight

Each of the courses being presented by the Contractor will require a great deal of collaboration of many people in order to achieve a successful outcome. This collaboration requires leadership, vision and direction from the Contractor.

The Contractor shall provide an executive level staff with demonstrated knowledge of the ICI Instructor Course program to provide management oversight for all courses (excluding the core course) being presented.

- O. The POST ICI Program Manager, or designee, will conduct at least one "spot audit" of the Contractor's record keeping processes annually to ensure that the Contractor is dispersing funds according to this Agreement. The Contractor agrees that such audits are anticipated and conducted within the scope of this agreement. The Contractor will provide proof of paid invoices (e.g., hotel costs, instructor payments, travel, etc.) upon request.

DRAFT

EXHIBIT A, ATTACHMENT I
Course Hourly Distribution Schedule

Course: HOMICIDE INVESTIGATIONS – 80 HOURS – 31921

Day 1

Start	End	Subject
0700	1100	REGISTRATION & INTRODUCTION, ROLE OF THE HOMICIDE INVESTIGATOR, TOOLS & RESOURCES
1100	1200	LUNCH
1200	1600	HOMICIDE LAW LEGAL ISSUES & LIABILITIES

Day 2

Start	End	Subject
0700	1100	CRIME SCENE MANAGEMENT & HOMICIDE SUSPECT TYPOLOGIES
1100	1200	LUNCH
1200	1600	CRIME SCENE SIMULATION

Day 3

Start	End	Subject
0700	1100	CASE MANAGEMENT INTERACTION WITH SUSPECTS/WITNESSES
1100	1200	LUNCH
1200	1600	FORENSIC PATHOLOGY CORONER'S DEATH INVESTIGATIONS

Day 4

Start	End	Subject
0700	1100	ROLES OF THE CRIMINALIST IN HOMICIDE INVESTIGATIONS
1100	1200	LUNCH
1200	1600	CONTINUED

Day 5

Start	End	Subject
0700	1100	HOMICIDE INTERVIEW & INTERROGATION TECHNIQUES
1100	1200	LUNCH
1200	1600	CONTINUED

Day 6

Start	End	Subject
0700	1100	ARSON/EXPLOSIVES INVESTIGATIONS
1100	1200	LUNCH
1200	1600	SEXUALLY MOTIVATED HOMICIDE

Day 7

Start	End	Subject
0700	1100	BEHAVIORAL ANALYSIS AND CRIME SCENE RECONSTRUCTION
1100	1200	LUNCH
1200	1600	CONTINUED

Day 8

Start	End	Subject
0700	1200	MANAGING OFFICER INVOLVED SHOOTINGS
1200	1300	LUNCH
1300	1600	GANG MURDER INVESTIGATIONS

Day 9

Start	End	Subject
0700	0900	CHILD DEATH INVESTIGATIONS
0900	1100	FORENSIC ODONTOLOGY
1100	1200	LUNCH
1200	1400	CONTINUED
1400	1600	FAMILY SURVIVOR ISSUES

Day 10

Start	End	Subject
0700	1100	FORENSIC ENTOMOLOGY & ANTHROPOLOGY
1100	1200	LUNCH
1200	1600	CLASS PRESENTATIONS OF CRIME SCENES, EVALUATION/CERTIFICATES

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

A. ICI Course Coordinator Wages:

The ICI Course Coordinator is the on-site course manager and is ultimately responsible for the success or failure of a presentation. The ICI Course Coordinator shall be compensated at a flat rate of \$70.00 per hour for actual hours worked, to a maximum of 104 hours during the delivery of a Homicide course.

B. ICI Course Instructor Wages:

ICI courses require different and varying levels of instructors for professional and effective course delivery, (i.e., instructors will act as coaches in one-on-one situations during interview and interrogation classes and also during surveillance classes.) Other instructors will take actor positions as role players during scenarios.

Instructors acting as role players and/or surveillance/interview and interrogation coaches when not conducting instruction to the entire class are not required to meet the minimum qualifications of an ICI Course Instructor, but must be supervised by the course administrator when conducting role playing or coaching duties.

The ICI Course Instructors shall be paid an hourly rate for actual hours worked during regular class hours. Instructors will be compensated as follows:

- 1) Instructors acting as a role player or actor, when not conducting instruction to an entire class, shall receive compensation for actual hours worked at a flat rate of \$30.00 per hour.
- 2) Instructors acting as surveillance and/or interview and interrogation coaches, facilitators, or case readers when not conducting instruction to an entire class, shall receive compensation for actual hours worked at a flat rate of \$55.00 per hour.
- 3) Instructors acting as scenario instructors shall receive compensation for actual hours worked at a flat rate of \$65.00 per hour.
- 4) A new instructor in the ICI program who is conducting instruction to an entire class shall receive compensation for actual hours worked at a flat rate of \$70.00 per hour.
- 5) An instructor with more than two years' experience in the ICI program and who has received documentation of demonstrated outstanding performance may receive compensation for actual hours worked at a flat rate of \$80.00 per hour.

NOTE: An instructor, who does not meet the ICI instructor experience requirement for higher pay, may be compensated at a flat rate of \$80.00 per hour, based on equivalent experience and/or documented, demonstrated outstanding performance, upon mutual agreement of the Contractor and the POST ICI Program Manager.

- 6) Instructors identified as lead instructors by the ICI Program Manager in collaboration with the POST ICI Program Manager shall receive compensation for actual hours worked at a flat rate of \$90.00 per hour.
- 7) Specialists (doctors, lawyers, etc.) in the ICI program who are conducting instruction to an entire class shall receive compensation for actual hours worked at a flat rate of \$100.00 per hour.

C. Contractor's Program Manager:

Due to the complexity of the Core and Sexual Assault course, the Contractor's Program Manager shall be compensated at a flat rate of \$80.00 per hour for actual hours worked, up to a maximum of 40 hours per Homicide course presentation.

D. Clerical Support:

The Contractor shall be paid an hourly rate of \$15.00 for actual hours worked providing clerical support. For courses between 25 to 40 hours in length, the Contractor shall receive the stipulated rate up to a maximum of 40 hours. For courses 41 hours and more in length, the Contractor shall receive the stipulated rate up to a maximum of 100 hours.

E. Equipment:

The Contractor shall be reimbursed for actual expenditures for purchased equipment related to the ICI course presentations. All purchases are subject to the conditions cited in Exhibit A, Exhibit E and Exhibit F.

F. Office/Classroom Supplies:

The Contractor may purchase office/classroom supplies for course presentations as described in Exhibit A. The Contractor will invoice actual costs for those office/classroom supplies purchased.

G. Travel and Per Diem:

Travel and per diem expenditures are subject to, and shall not exceed, rates set by California Human Resources (CalHR) as cited in Exhibit D.

The ICI Course Coordinator and instructors shall receive reimbursement for travel and per diem related to on-site course coordination, presentations of their class and/or any special meetings required of the ICI Program Manager.

H. Indirect Costs:

The Contractor shall receive indirect contract costs calculated at 15% of actual direct costs incurred.

I. Subventions:

The Contractor (college presenters) may utilize funds generated from trainees attending courses registered for college credit. The funds are used to reduce the cost to POST for presenting contract courses.

J. Facilities:

Course Locations: The Contractor may invoice for actual expenses related to the classroom facility including rental costs of hotel meeting rooms, setup, and AV needs.

Meeting rooms: The Contractor may invoice for actual expenses related to meeting rooms used for classrooms, including rental costs, setup, and AV needs.

NOTE: Refer Exhibit B, Attachment I for line item budget amounts.

2. INVOICING AND PAYMENT

- A. The Contractor shall receive reimbursement for services satisfactorily rendered, and upon receipt and approval of the Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred, up to the maximum amounts of **\$126,457.05** in accordance with the cost breakdown, as described in Exhibit B, Attachment I, Budget Detail.
- B. All costs indicated herein are fixed rates. Totals may change based on actual instruction hours, and may vary only based upon travel expenses, actual purchases of office/classroom supplies and indirect cost percentage. Costs shall be paid in accordance with Exhibit B, Budget Detail and shall not exceed the terms of this Agreement.
- C. POST agrees to compensate the Contractor for actual expenditures of equipment purchases made for the purposes of fulfilling the needs of the course, up to the maximum amount of \$2,075.00. The Contractor shall submit invoices of each equipment purchase made in accordance with Exhibits E and F.
- D. Upon completion of each session, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:
 - a. Agreement Number
 - b. Course Title
 - c. Course Date(s)
 - d. Budget breakdown showing the approved expenditures versus the actual expenditures per line item with indirect calculation
 - e. Course Roster(s) from EDI with every student who attended listed (including POST-non-reimbursable students)

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. Receipts for equipment, office/classroom supplies purchased, and travel receipts shall be kept by the Contractor. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

invoicereceived@post.ca.gov
Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B, ATTACHMENT I

MAXIMUM BUDGET EXPENDITURES PER COURSE

COURSE TITLE	QTY	AMOUNT	TOTAL
Homicide Investigations – 80 hours			
Maximum number of presentations	5	\$23,873.61	\$119,368.05
Equipment		\$2,075.00	\$2,075.00
Curriculum Updates		\$5,014.00	\$5,014.00
ICI Maximum Contract Total:			\$126,457.05

The frequency and total number of times each course will be presented shall be determined by mutual agreement of the POST ICI Program Manager and Contractor based upon the demonstrated need of law enforcement personnel employed with POST-certified reimbursable agencies to meet the goal of this Agreement.

EXHIBIT B, ATTACHMENT II
Budget Detail

ICI Course - Homicide - 80 hours							
	Deliverable:	HRS	@	RATE	Subtotals	#	Total
*	Course Coordinator (in the classroom)	57	@	\$70.00	\$3,990.00		
*	Program Manager (oversees the program)	2	@	\$80.00	\$160.00		
*	Instruction						
	Role Player/Actor	40	@	\$30.00	\$1,200.00		
	Facilitator/Coach/Case Reader	0	@	\$55.00	\$0.00		
	Scenario Instructor	3	@	\$65.00	\$195.00		
	New Instructor/Interview Interrogation Mentor	61	@	\$70.00	\$4,270.00		
	Instructor with 2+ years of experience	25	@	\$80.00	\$2,000.00		
	Specialist (Doctors, lawyers, etc.)	5	@	\$100.00	\$500.00		
	Lead Instructor	25	@	\$90.00	\$2,250.00		
*	Clerical Support	50	@	\$15.00	\$750.00		
*	Travel (air, per diem, mileage, parking)	220	@	\$0.535	\$117.70		
	Office/Classroom Supplies				\$183.00		
	Facilities (includes Internet, A/V equipment, tech support, breakout rooms, and equipment shipping)				\$9,268.00		
	* Indirect/Administrative Fee @ 15%				\$2,314.91		
					\$27,198.61		
	Subvention (East LA College)				\$3,325.00		
					\$23,873.61	5	\$119,368.05
	Tuition (Presentation cost divided by # of students allowed)				\$954.94		

Curriculum Updates							
	Deliverable:	HRS	@	RATE	Subtotals	#	Total
*	Course Coordinator	16	@	\$70.00	\$1,120.00		
*	Program Manager	8	@	\$80.00	\$640.00		
*	Subject Matter Expert	52	@	\$50.00	\$2,600.00		
	* Indirect/Administrative Fee @ 15%				\$654.00		
	Total				\$5,014.00		

Indirect Costs are calculated pursuant to CCR Title 11, Division 2, Article 3, Section 1054(j)
Subvention is included pursuant to CCR Title 11, Division 2, Article 3, Section 1054(l)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **SETTLEMENT OF DISPUTES**: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by compromise shall be decided by POST, who shall produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the Agreement requirements were exceeded. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS**: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE**: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable)**: In accordance with provisions of the Pubic Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. **TRAVEL (if applicable)**: Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

6. SUBCONTRACTING (if applicable): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

DRAFT

EXHIBIT E
CONDITIONS FOR EQUIPMENT PURCHASED

1. The equipment purchased under this contract will be used specifically for work in connection with the POST ICI Course presentations and may be used for other POST certified courses conducted by the Contractor.
2. The Contractor shall be responsible for the repair of any damage, necessary maintenance, or replacement for any lost or stolen items during the life of the equipment. Failure to do so will result in the cost of same being charged to the Contractor or deducted from any then current Agreement between POST and the Contractor, at POST's option.
3. Upon receipt of the equipment, the Contractor shall forward to the POST Program Manager for approval and processing, a copy of the invoice, which shall include make, model, and serial number of all purchased items. Upon receipt of the completed Exhibit F, Inventory of Equipment Purchased, POST will forward State property tags to be affixed to each piece of equipment.
4. The inventory record of each piece of such equipment shall include the description and model identification, serial number, total cost, date acquired, State ID tag # (supplied by POST), and any other information or description necessary to identify said equipment. The Contractor shall provide the itemized inventory listing with the physical location of each item to the POST Business Services Officer. This list will be maintained in the POST contract file. This list will be audited on a yearly basis, in June, until the useful life of this equipment has expired. The useful life of this equipment shall be five (5) years.
5. The Contractor must continue to use this equipment for work in connection with the POST ICI Course presentations and other POST certified courses conducted by the Contractor, should future contracts be entered into between POST and the Contractor. The title of the equipment purchased under this contract vests with the State.
6. Should future contracts not be entered between POST and the Contractor, the equipment shall be immediately returned to POST at the Contractor's expense.

EXHIBIT F
INVENTORY OF EQUIPMENT PURCHASED

DESCRIPTION AND MODEL NO.	SERIAL NUMBER	COST	DATE RECEIVED	POST STATE ID TAG
Vankyo V600 Projector		\$200.00		
Behringer Europort MPA40BT - Pro All-In-One Bluetooth Enabled System		\$275.00		
Dell XPS9360-4841SLV Laptop		\$1,000.00		
Cannon PR10-G Presentation Remote		\$100.00		
Pelican 1730 Protector Transport Case with Foam		\$500.00		
Total		\$2,075.00		

By signing below, the Contractor does certify that the above listed equipment is located at this facility and was purchased in accordance with the contract terms herein and is being utilized for the aforementioned named program(s) under the terms of this Agreement.

Contractor's Signature

Date

Department

Telephone No.

Please return to:

Commission on Peace Officer Standards and Training
Administrative Services Bureau

Attn: Windy Kaiser

860 Stillwater Road, Suite 100181
West Sacramento, CA 95605-1630

EXHIBIT G
OFFICE/CLASSROOM SUPPLIES PURCHASED

HOMICIDE COURSE

HOMICIDE COURSE	COSTS PER PRESENTATION
OFFICE SUPPLIES:	
Binders for Tracking Course Expenses	\$3.00
Paperclips	\$0.50
SUBTOTAL:	\$3.50
CLASSROOM SUPPLIES:	
Large Standing Easel Pads	\$75.00
Easel Pad Markers	\$2.50
Dry Erase Markers	\$2.50
Tape (Painter's, Gaffer's, Clear)	\$3.50
SUBTOTAL:	\$83.50
CRIME SCENE EXPENDABLES:	
Latex Gloves	\$5.00
Crime Scene Tape	\$5.00
Synthetic Blood / wound kits	\$80.00
Clorox Cleaning Wipes	\$6.00
SUBTOTAL:	\$96.00
TOTAL OFFICE/CLASSROOM SUPPLIES PER HOMICIDE COURSE:	\$183.00

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

September 29, 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:

**MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL
BUREAU OF INVESTIGATION FOR PARTICIPATION IN
THE EURASIAN ORGANIZED CRIME TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Memorandum of Understanding (MOU) for continued participation with the Federal Bureau of Investigation (FBI) in the Eurasian Organized Crime Task Force (EOCTF).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached MOU with the FBI for the duration of the EOCTF's operations.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all supplemental agreements, including but not limited to, the attached Cost Reimbursement Agreement with the FBI, as necessary, for the effective participation in the EOCTF.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the MOU and supplemental agreements, as necessary, for the effective participation in the EOCTF.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the MOU is to renew the Department's participation in the EOCTF for the duration of the EOCTF's operations.

The mission of the EOCTF is to disrupt and dismantle Eurasian Organized Crime groups operating in the Los Angeles area, throughout the United States, and abroad, for a variety of criminal violations, including, but not limited to, fraud, theft, drug trafficking, weapon trafficking, human trafficking, money laundering, extortion, and violence jeopardizing the safety of the community; and to apprehend, indict, and convict the individuals involved in those activities.

The purpose of the MOU is to delineate the responsibilities of EOCTF personnel, to formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and to maximize inter-agency cooperation.

The MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of understanding between the participating agencies of the methods for performing the agreed upon tasks. Unless otherwise agreed upon in writing, each party shall bear its own costs in relation to the MOU.

Implementation of Strategic Plan Goals

The services provided under this MOU support the County's Strategic Plan, Goal 3 - Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in the EOCTF leverages resources from the Department and FBI to enhance public safety service.

FISCAL IMPACT/FINANCING

The overtime incurred by Department members assigned full-time to the EOCTF will be reimbursed by the FBI in accordance with the separate Cost Reimbursement Agreement. Subject to funding availability and legislative authorization, the FBI will pay federal funds in the amount of up to \$19,180.25 for Fiscal Year (FY) 2020-21 for overtime worked by one officer from the Department's Major Crimes Bureau assigned fulltime to EOCTF. Program costs will be supported with the Department's FY 2020-21 budgeted appropriations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this MOU is for the duration of the EOCTF's operations, contingent upon approval of necessary funding. Any participating agency may withdraw from the

EOCTF at any time by providing written notification to the Supervisory Special Agent with designated oversight for investigative and personnel matters or program manager of the EOCTF at least 30 days prior to withdrawal.

Board approval is required for this MOU as the amount of the MOU potentially exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

The attached MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will continue to provide the personnel and resources required for participation in the EOCTF.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Robin A. Limon, Assistant Sheriff, Countywide Operations
Jorge A. Valdez, Chief of Staff
Patrick A. Nelson, Chief, Detective Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Eduardo A. Hernandez, Captain, Major Crimes Bureau
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
Ramona Zamora, Administrative Services Manager II, CLEB
Jennipher Baeza, Administrative Services Manager I, CLEB
(Contract Law – Eurasian Organized Crime Task Force-FBI 09-29-20)

September 29, 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:

**MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL
BUREAU OF INVESTIGATION FOR PARTICIPATION
IN THE ASIAN ORGANIZED CRIME TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Memorandum of Understanding (MOU) for continued participation with the Federal Bureau of Investigation (FBI) in the Asian Organized Crime Task Force (AOCTF).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached MOU with the FBI for the duration of the AOCTF's operations.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all supplemental agreements, including but not limited to, the attached Cost Reimbursement Agreement with the FBI, as necessary, for the effective participation in the AOCTF.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the MOU and supplemental agreements, as necessary, for the effective participation in the AOCTF.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the MOU is to renew the Department's participation in the AOCTF for the duration of the AOCTF's operations. The last MOU was executed February 26, 2016, and expires on September 30, 2020.

The mission of the AOCTF is to disrupt and dismantle Asian Organized Crime groups operating in the Los Angeles area, throughout the United States, and abroad, for a variety of criminal violations, including, but not limited to, narcotics sales and/or trafficking, human trafficking, fraud, extortion, money laundering, and acts of violence jeopardizing the safety of the community.

The purpose of the MOU is to delineate the responsibilities of AOCTF participants, maximize inter-agency cooperation, and formalize relationships between participating agencies for policy guidance, planning, training, and public and media relations.

The MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of understanding between the participating agencies of the methods for performing the agreed upon tasks. Unless otherwise agreed upon in writing, each party shall bear its own costs in relation to the MOU.

Implementation of Strategic Plan Goals

The services provided under this MOU support the County's Strategic Plan, Goal 3 - Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in the AOCTF leverages resources from the Department and FBI to enhance public safety service.

FISCAL IMPACT/FINANCING

The overtime incurred by Department members assigned full-time to the AOCTF will be reimbursed by the FBI in accordance with the separate Cost Reimbursement Agreement. Subject to the availability of funding, the FBI will pay federal funds in the amount of up to \$38,360.50 for Fiscal Year (FY) 2020-21 for overtime incurred by two officers from the Department's Operation Safe Streets Bureau assigned full time to the AOCTF. Program costs will be supported with the Department's FY 2020-21 budgeted appropriations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this MOU is for the duration of the AOCTF's operations, contingent upon approval of necessary funding. Any participating agency may withdraw from the

AOCTF at any time by providing written notification to the Supervisory Special Agent with designated oversight for investigative and personnel matters or program manager of the AOCTF at least 30 days prior to withdrawal.

Board approval is required for this MOU as the amount of the MOU potentially exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

The attached MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will continue to provide the personnel and resources required for participation in the AOCTF.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Robin A. Limon, Assistant Sheriff, Countywide Operations
Jorge A. Valdez, Chief of Staff
Patrick A. Nelson, Chief, Detective Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau (CLEB)
Margarita Velazquez, Captain, Operations Safe Streets Bureau
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
Ramona Zamora, Administrative Services Manager II, CLEB
Jennipher Baeza, Administrative Services Manager I, CLEB
(Contract Law – Asian Organized Crime Task Force-FBI 09-29-20)

September 29, 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:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
FOR THE ALCOHOL PARTNERSHIP PROGRAM (APP) 2020-2021
(FIRST, SECOND AND THIRD DISTRICTS) (3 VOTES)**

SUBJECT

Request the Board's approval authorizing the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$97,756 from the State of California, Department of Alcoholic Beverage Control (ABC), for the Alcohol Partnership Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached Grant Award Agreement Number 20-APP22 (Agreement) with ABC, accepting a grant in the amount of \$97,756 to fund the Los Angeles County Sheriff's Department's (Department) Central Patrol Division for the grant period from July 1, 2020 through June 30, 2021. There is no match requirement for this Program.
2. Adopt the attached Resolution authorizing the Sheriff, or his designee, to sign and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, augmentations, extensions, payment requests, and grant renewals that may be necessary for the completion of this Program.

3. Delegate authority to the Sheriff, as an agent for the County, to apply and submit a grant application to ABC for this Program in future fiscal years and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This grant will expand the Department's present efforts in addressing alcohol-related problems with an emphasis toward licensed establishments that operate in an unlawful manner, including the accessibility of alcohol to minors, and the reduction of Driving Under the Influence (DUI) and DUI-related incidents. This Program will include a combination of training programs and proactive enforcement efforts that will be implemented to develop an effective and strategic approach to eliminate the crime and nuisance issues associated with problematic licensed establishments within the service areas of the Department's Central Patrol Division.

The Department's Community Partnerships Bureau intends to manage and deploy the ABC grant funds through specialized operations throughout the Department's Central Patrol Division.

Implementation of Strategic Plan Goals

This Program is consistent with the County's Strategic Plan, Goal III, Strategy III, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. This Program will enhance the Department's capabilities to effectively address issues related to alcohol sales, and DUI related incidents, thereby improving the quality of life for the community.

FISCAL IMPACT/FINANCING

The grant funding in the amount of \$97,756 will be fully offset by ABC with no match requirement.

Funds in the amount of \$96,756 will be used for Salaries and Employee Benefits (\$96,756 for overtime) and Services and Supplies (\$1000 for operating expenses).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 30, 2020, the Department submitted an application in response to ABC's Alcohol Partnership Program 2020-2021 solicitation. Upon review of the Department's application, ABC selected the Department to be a grant recipient of \$97,756 with no match requirement.

This will be the 13th grant award for this Program. The grant period is from July 1, 2020 through June 30, 2021.

ABC requires that the Resolution be adopted by the Board in order to execute the Agreement. In accordance with the terms of the Agreement, the Resolution stipulates that any liability arising out of the performance of the Agreement shall be the responsibility of the County.

This Board letter has been reviewed and the Resolution has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will have a positive impact on current services for the Department's Central Patrol Division by addressing complaints of crime in and around ABC-licensed locations.

The Offices of the District Attorney, the Public Defender, and the Alternate Public Defender have determined that this program will not have a significant impact on their departments.

CONCLUSION

Upon Board approval, please return three individually certified copies of the adopted Board letter and three signed Resolutions to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:MK:as
(Financial Programs Bureau/Grants Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
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Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Myron R. Johnson, Chief, Countywide Services Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Director, Financial Programs Bureau (FPB)
Karen J. Anderson, Assistant Director, FPB
Joseph E. Nicassio, Lieutenant, Community Partnership Bureau
Vanessa C. Chow, Sergeant, ASD
Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit
Erica M. Saavedra, Deputy ASD
Colleen Murphy, Grants Supervisor, FPB, Grants Unit
Yvette Medrano, Grant Analyst, Grants Unit
(Grants – ABC-Alcohol Partnership Program 09-29-20)

RESOLUTION of Governing Board
Fiscal Year 2020 Alcohol Policing Partnership Program

WHEREAS, The Board of Supervisors of the County of Los Angeles desires to undertake a certain project designated by the Los Angeles County Sheriff's Department's Central Patrol Division to be financed with funds made available through the Alcohol Policing Partnership (APP) administered by the State of California, Department of Alcoholic Beverage Control (ABC):

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Los Angeles or his designee is authorized to accept and execute, on behalf of Los Angeles County and the Los Angeles County Board of Supervisors, Standard Agreement Number 20-APP22 in the amount of \$97,756 from ABC, and that the Sheriff or his designee is authorized to execute and submit all other necessary grant documents, including applications, modifications, agreements, augmentations, extensions, payments requests, and renewals.

BE IT FURTHER RESOLVED that the Sheriff of the County of Los Angeles agrees to the funding terms and conditions of ABC, including any amendment thereof.

IT IS AGREED that, as required by Standard Agreement Number 20-APP22 the County of Los Angeles shall indemnify, defend, and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of Standard Agreement Number 20-APP22

and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the County of Los Angeles in the performance of Standard Agreement Number 20-APP22.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this grant award is not subject to local hiring freezes.

The foregoing resolution was on the _____ day of _____, 2020, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

LORI GLASGOW, Executive Officer-
Clerk of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



RAY LEYVA

Interim Chief Probation Officer

September 29, 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:

**AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES
COUNTY OFFICE OF EDUCATION TO ALLOW ACCESS TO VIDEO PRODUCED BY
CLOSED-CIRCUIT TELEVISION CAMERAS**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request that your Board authorize the Interim Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with the Los Angeles County Office of Education (LACOE) to provide LACOE's authorized staff view only access to the Closed-Circuit Television System (CCTV) to review classroom footage on Los Angeles County Probation Department (Probation) sites where LACOE classrooms are connected to the CCTV.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Interim Chief Probation Officer to execute and enter into the attached non-financial MOU (Attachment) with LACOE to allow their authorized staff view only access to CCTV to review classroom footage on Probation juvenile sites.
2. Delegate authority to the Interim Chief Probation Officer to negotiate, execute, amend, modify, terminate, and/or extend this MOU, upon approval, as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer to enter into a non-financial MOU with LACOE to allow their authorized staff view only access to CCTV to review classroom footage on Probation juvenile sites.

CCTV access will allow LACOE's authorized staff to identify possible issues or situations and intervene before they escalate. The CCTV is necessary to ensure safety and proper monitoring of youth as well as all personnel working on-site at Probation's juvenile facilities. CCTV video review has been identified as an important tool for Probation to review scenarios post-incident and determine if protocols were appropriately followed and if the actions taken were justified. Additionally, in situations where youth make allegations of misuse-of-force, or various other forms of misconduct, the incidents can be promptly reviewed, allowing for appropriate follow-up and avoiding unnecessary exposure to legal liability.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The non-financial MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will allow Probation to collaborate with LACOE to ensure that access and ability to review CCTV video footage is utilized to enhance joint efforts to increase safety and security while also expanding Probation efforts to mitigate legal liability.

The Honorable Board of Supervisors
September 29, 2020
Page 3

Respectfully submitted,

Ray Leyva
Interim Chief Probation Officer

RL:TH:jk:mm

Enclosure

c: Executive Officer
 County Counsel
 Chief Executive Office

LOS ANGELES COUNTY PROBATION CCTV ACCESS AGREEMENT

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF LOS ANGELES DEPARTMENT OF PROBATION

And

LOS ANGELES COUNTY OFFICE OF EDUCATION

I. Purpose Statement

The purpose of this Memorandum of Understanding (MOU) is to set forth the obligations of Los Angeles County Office of Education (LACOE) to comply with Los Angeles County Board of Supervisor's Information Technology and Security Policies and Standards, Procedures, and with Probation Department's Information Technology and Security Directives.

This MOU identifies the process by which LACOE authorized staff may have view only access to the Closed-Circuit Television (CCTV) system to review classroom footage on Los Angeles County Probation Department (Probation) sites where LACOE classrooms are connected to the system. Through this MOU both parties intend to agree upon the following:

- A. Mutual Points of Agreement
- B. Services to be provided by LACOE and Probation
- C. Security Access Protocols
- D. System Management Responsibilities
- E. Guarantee of Data Integrity
- F. Duration of Access Sharing Between LACOE and Probation
- G. Policies and Procedures that Address Consent and Confidentiality

II. Mutual Points of Agreement

1. Confidentiality

Notwithstanding any other provision in this agreement, both parties will follow all applicable laws and regulations pertaining to the confidentiality of records. These include but are not limited to the California Welfare and Institutions Code, sections 827 and 10850 et seq., California Education Code, section 49073 et seq., FERPA, (20 U.S.C. § 1232g), and 34 CFR Part 99.

2. Non-Financial Agreement

This is a non-financial agreement and is not intended to create any enforceable obligation on either party. Each party will cover their own costs associated with the services and systems provided hereunder and those services and systems will be provided at no charge to the other party.

3. CCTV System Access

Probation will authorize view only access to the CCTV system and recordings by Probation approved LACOE employees. LACOE's legal

representative will provide monthly updates to Probation's Deputy Director for review and approval with Probation's legal representative.

4. Extraction/Creation of Evidentiary Video

At LACOE's request, evidentiary video will be extracted from the CCTV system by a Probation designated employee. The designated Probation employee will then ensure the video is transmitted to LACOE's legal representative using a secure, encrypted methodology. LACOE's legal representative will provide Probation with the date and time parameters for the video extraction.

5. System Development and Maintenance

Probation will operate and maintain the CCTV system. LACOE will have seven (7) login accounts in which to review classroom footage when the need may arise. Job titles and job descriptions for each account will be submitted to Probation for Probation's County Counsel to review.

6. Enforcement of the MOU

This MOU will be effective upon execution by both parties, which includes the administrative procedures for its enforcement. LACOE and Probation are expected to encrypt all portable storage devices such as, and not limited to, USBs, smart phones, DVDs, CDs, IPODs, and external hard drives etc. No videos, screenshots, photos, etc. should be transmitted via smart phones, tablets or any other devices, unless the device has a security measure and encryption of media files. All security issues that cannot be resolved to the satisfaction of Probation's Department Information Security Officer (DISO), must be reported to the County's Chief Information Security Officer (CISO).

B. Services to be Provided by LACOE and Probation

1. Account Provisioning

Prior to requesting CCTV system access, the LACOE Point of Contact (POC) will contact the Probation System Registration Unit (SRU) at (866) 607-3171 to request a contractors account number and begin the provisioning process. A completed access form will be forwarded to Probation's Deputy Director (or Bureau Chief) for review and approval. In the event access is no longer needed or required, LACOE's POC will email Probation's SRU and request access be removed within 24-hours. Probation will enable/disable accounts within 48-hours after the initial request from the LACOE POC. The LACOE POC will notify Probation's

SRU within 24-hours of any changes to an account. Once CCTV access has been granted or removed the following parties will be notified in writing via email:

- LACOE POC
- Probation POC
- Probation System(s) Registration Unit

2. Training

PROBATION and LACOE agree to keep each other informed of any trainings and educational opportunities that would be appropriate and beneficial for the staff. This can be accomplished by sending brochures, flyers, emails, or other forms of notice. Probation and LACOE also agree to cross-train staff as appropriate and beneficial (i.e., specific to system use or related topics), and agree to designate a contact person for each agency who will coordinate training opportunities.

3. Technical Assistance

LACOE will call the Probation IT Service Desk for any technical support issues. The Probation IT Service Desk will create a service ticket and once the ticket has been resolved, Probation agrees to contact LACOE and inform them of the resolution and next steps as applicable.

C. Security Access Protocols

To govern the usage of portable storage devices, not limited to, USBs, smart phones, tablets, DVDs, CDs, iPods or external hard drives etc., LACOE must notify the Probation DISO in writing via email to seek approval prior to implementing any LAN/WAN design changes, upgrade of computers' configuration, or upgrade of LAN/WAN equipment or intranet access at Probation Sites.

1. LACOE will utilize an encrypted site-to-site VPN Tunnel for accessing Probation's CCTV system. Any changes or modifications to the VPN must be reviewed by Probation's security team or their designee.
2. LACOE's access to Probation's CCTV system will be limited to secured, designated workstations for the exclusive purpose of accessing Probation's CCTV system.

D. System Management Responsibilities

1. Probation Department and or its designee will be responsible for the overall management of the CCTV system which includes but is not limited

to: system and hardware updates, software version upgrades, and security patches.

2. Probation will provide a 24-hour written notice via email to LACOE when downtime is required to perform any of the above-mentioned system management functions.

E. Guarantee Data Integrity

Probation will ensure data integrity and availability of the CCTV system by utilizing access controls, encrypted technologies, and failover solutions.

F. Duration of Access Sharing Between LACOE and Probation

This agreement, between LACOE and PROBATION, shall be effective on _____ and continue for five (5) years unless sooner terminated or amended. Either party may terminate this agreement at any time but will endeavor to give 90 days' written notice to the other party before discontinuing services described herein.

G. Policies and Procedures that Address Consent and Confidentiality

Before Probation provides LACOE with an account to access the CCTV system, LACOE must complete the "County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Assets".

H. Indemnification

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

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

IN WITNESS WHEREOF, Probation and LACOE have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of LACOE warrants that he or she is authorized to bind LACOE, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

LOS ANGELES COUNTY OFFICE OF
EDUCATION

By _____
RAY LEYVA
INTERIM CHIEF PROBATION OFFICER


By _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By  _____
NANCY M. TAKADE
PRINCIPAL DEPUTY COUNTY COUNSEL

June 19, 2020

Date

By _____
GENERAL COUNSEL (LACOE)

Date



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

September 29, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS
FROM THE SOCIAL SECURITY ADMINISTRATION (SSA)
FOR THE COOPERATIVE DISABILITY INVESTIGATIONS (CDI)
FOR FISCAL YEAR (FY) 2019-2020 THROUGH FY 2023-2024
AND APPROVE APPROPRIATION ADJUSTMENT FOR FY 2020-2021
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The Social Security Administration (SSA) has awarded the District Attorney's Office (DA) funds in the amount of \$10,952,875 for the Cooperative Disability Investigations (CDI) Project, for a base period (eight months) and four option years running from August 1, 2019 through March 31, 2024. In addition, approval of the Appropriation Adjustment in the amount of \$627,000 is requested.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney (DA) to accept grant funds for the CDI-SSA Project in the amount of \$1,555,657 for the base period of August 1, 2019 to March 31, 2020, \$2,372,548 for the first option year of April 1, 2020 to March 31, 2021, \$2,385,554 for the second option year of April 1, 2021 to March 31, 2022, \$2,332,757 for the third option year of April 1, 2022 to March 31, 2023, and \$2,306,359 for the fourth option year of April 1, 2023 to March 31, 2024, for a total of \$10,952,875. There is no required County match for this grant.
2. Delegate authority to the DA or her designee to accept and execute the Contract Agreement and serve as Project Director for the project. This also includes authorization to accept continued funding for the option years one through four, approve any subsequent amendments, modifications, and/or extensions to the CDI-SSA contract that do not increase the Net County Cost of the Project.

3. Approval of the attached Appropriation Adjustment in the amount of \$627,000 is needed in order to align the FY 2020-2021 DA's budget with the full amount awarded to the CDI-SSA Project. This amount represents the difference between the FY 2020-21 pro-rated amount of \$2,376,000 and the \$1,749,000 that was included in the District Attorney's FY 2020-21 Final Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since September 26, 2011, the SSA has contracted with the District Attorney's Bureau of Investigation (Bureau) for the Cooperative Disability Investigations (CDI) Project. Accordingly, the DA's Office submitted a Quotation to SSA on June 21, 2019, which was accepted. On August 1, 2019, the SSA awarded funding to the DA's Office to participate in this project. The primary mission of the CDI-SSA program is to obtain evidence that can resolve questions of the fraud before benefits are ever paid.

Board approval is required for the DA's Office to accept funds awarded for the Cooperative Disability Investigations (CDI) Project.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The total funding awarded to the CDI-SSA Project is \$1,555,657 for the base period of August 1, 2019 to March 31, 2020, \$2,372,548 for the first option year of April 1, 2020 to March 31, 2021, \$2,385,554 for the second option year of April 1, 2021 to March 31, 2022, \$2,332,757 for the third option year of April 1, 2022 to March 31, 2023, and \$2,306,359 for the fourth option year of April 1, 2023 to March 31, 2024, for a grand total of \$10,952,875. Funding is included in the FY 2020-2021 Final Adopted Budget and will be adjusted in the Department's budget requests for subsequent years. There is no Net County Cost associated with this program.

The Request for Appropriation Adjustment in the amount of \$627,000 is needed in order to align the FY 2020-2021 DA's budget with the full amount awarded to CDI-SSA Project. This amount represents the difference between the FY 2020-21 pro-rated amount of \$2,376,000 and the \$1,749,000 that was included in the District Attorney's FY 2020-21 Final Adopted Budget.

In light of the broad economic crisis as a result of coronavirus pandemic, if funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the Department, or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Social Security Administration (SSA) established the Cooperative Disability Investigations Project (CDI) in 1998. The goal of the CDI is to effectively pool federal and local resources and expertise to prevent fraud in SSA disability programs administered under Title II (Old Age, Survivor, and Disability Insurance Benefits) and Title XVI (Supplemental Security Income for the Aged, Blind, and Disabled) of the Social Security Act. Currently, CDI consists of 46 units in 40 states. In Federal Fiscal Year 2020 (October 1, 2019 to June 30, 2020) the Los Angeles CDI program reported \$704,932 million in projected savings to SSA's disability programs. Since its inception through September 2014, the CDI efforts have resulted in \$93.1 billion in projected savings to SSA's disability programs and \$97.9 billion in projected savings to non-SSA programs.

On August 1, 2019, the DA entered into a contract with SSA and has been awarded funding for the CDI-SSA Project for the base period of August 1, 2019 to March 31, 2020, and four option years from April 1, 2020 to March 31, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the DA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Talin Keledjian, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Talin Keledjian at (213) 257-2804.

Respectfully submitted,

JACKIE LACEY
District Attorney

tk

Attachments

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

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	September 29, 2020
DEPARTMENT NAME:	District Attorney's Office
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	4 - Votes
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

* * * * **ENTRY MUST BE IN MICROSOFT WORD** * * * *

Instructions: To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair (man) or Director to sign when such signature is required on a document.

Recommendation: Authorize the District Attorney (DA) to accept grant funds for the CDI-SSA Project in the amount of \$1,555,657 for the base period of August 1, 2019 to March 31, 2020, \$2,372,548 for the first option year of April 1, 2020 to March 31, 2021, \$2,385,554 for the second option year of April 1, 2021 to March 31, 2022, \$2,332,757 for the third option year of April 1, 2022 to March 31, 2023, and \$2,306,359 for the fourth option year of April 1, 2023 to March 31, 2024, for a total of \$10,952,875. There is no required County match for this grant. Delegate authority to the DA or her designee to accept and execute the Contract Agreement and serve as Project Director for the project. This also includes authorization to accept continued funding for the option years one through four, and approve any subsequent amendments, modifications, and/or extensions to the CDI-SSA contract that do not increase the Net County Cost of the Project. Approval of the attached Appropriation Adjustment in the amount of \$627,000 is needed in order to align the FY 2020-2021 DA's budget with the full amount awarded to CDI-SSA Project. This amount represents the difference between the FY 2020-21 pro-rated amount of \$2,376,000 and the \$1,749,000 that was included in the District Attorney's FY 2020-21 Final Adopted Budget. **ADOPT (District Attorney) 4-VOTES**

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: District Attorney

Grant Project Title and Description: Cooperative Disability Investigations - Social Security Administration (CDI-SSA)

The goal of the Cooperative Disability Investigations Project (CDI) is to effectively pool federal and local resources and expertise to prevent fraud in Social Security Administration (SSA) disability programs administered under Title II (Old Age, Survivor, and Disability Insurance Benefits) and Title XVI (Supplemental Security Income for the Aged, Blind, and Disabled) of the Social Security Act.

Funding Agency
Social Security Administration
(SSA)

Program (Fed. Grant # /State Bill or Code #)
Contract # 28321319D00060024

Grant Acceptance Deadline

Total Amount of Grant Funding: \$10,952,875

County Match: \$0

Grant Period: FY 2019-2024

Begin Date: August 1, 2019

End Date: March 31, 2024

Number of Personnel Hired Under This Grant: 6

Full Time: 6 Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

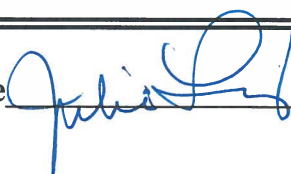
b). Identify other revenue sources Yes ☐ No ☒
(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature



Date

8/12/20

July 30, 2020

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES****SOURCES****USES****DISTRICT ATTORNEY**

A01-DA-90-9078-14030

COOP DISABILITY INVESTIGATION-SOCIAL SECURITY ADMIN CDI-SSA

INCREASE REVENUE**627,000****DISTRICT ATTORNEY**

A01-DA-1000-14030

SALARIES & EMPLOYEE BENEFITS

INCREASE APPROPRIATION**564,000****DISTRICT ATTORNEY**

A01-DA-2000-14030

SERVICES & SUPPLIES

INCREASE APPROPRIATION**63,000****SOURCES TOTAL****\$ 627,000****USES TOTAL****\$ 627,000****JUSTIFICATION**

The appropriation adjustment in the amount of \$627,000 reflects a net increase in grant funds from the Social Security Administration (SSA) for the Cooperative Disability Investigations to help prevent fraud in SSA disability programs.



AUTHORIZED SIGNATURE

Pamela Booth, Assistant District Attorney

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 037

DATE

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

9-2-20

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER RG09-19-1161		PAGE OF 1 85	
2. CONTRACT NO. 28321319D00060024		3. AWARD/ EFFECTIVE DATE 08/01/2019		4. ORDER NUMBER		5. SOLICITATION NUMBER 28321319R00000029	
						6. SOLICITATION ISSUE DATE 06/11/2019	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA LEE		b. TELEPHONE NUMBER (No collect calls) 212-264-3529		8. OFFER DUE DATE/LOCAL TIME PT	
9. ISSUED BY CODE 00120 Social Security Administration Office of Acquisition and Grants 26 Federal Plaza, Room 4040 New York NY 10278				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 561611 SIZE STANDARD: \$20.5 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE 0345 Social Security Administration Frank Hagel Federal Bldg 1221 Nevin Ave Richmond CA 94802		16. ADMINISTERED BY CODE ALEE ANGELA LEE (212) 264-3529					
17a. CONTRACTOR/OFFEROR CODE 4PPU3 LOS ANGELES, COUNTY OF Attn: Tuppence Macintyre 211 WEST TEMPLE STREET SUITE 200 LOS ANGELES CA 90012 TELEPHONE NO. 2132572777		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE HDQTRS Social Security Administration Office of Finance Post Office Box 47 Baltimore MD 21235-0047			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 781310990 CAGE Code: 4PPU3 Contractor shall provide investigative services for the Los Angeles Cooperative Disability Investigations (CDI) Unit located in Los Angeles, California, in accordance with the Statement of Work. Period of Performance: 08/01/2019 to 03/31/2020 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 4007499/2019/252K/028198704/RG09-19-1161						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,555,657.04	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: <u>proposal</u> OFFER DATED <u>06/21/2019</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Contractor Signature Received				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED 07/30/2019		31b. NAME OF CONTRACTING OFFICER (Type or print) ANDREW J. ARGIRO		31c. DATE SIGNED 07/31/2019	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Base Period - Investigative Services (6 full-time investigators) Obligated Amount: \$978,459.92	8	MO	122,307.49	978,459.92
0002	Base Period - Overtime, Supervising Investigator Obligated Amount: \$75,500.00	400	HR	188.75	75,500.00
0003	Base Period - Overtime, Senior Investigator Obligated Amount: \$342,900.00	2000	HR	171.45	342,900.00
0004	Base Period - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Obligated Amount: \$52,797.12	8	MO	6,599.64	52,797.12
0005	Base Period - Mileage Obligated Amount: \$66,000.00	120000	DH	0.55	66,000.00
0006	Base Period - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Obligated Amount: \$40,000.00 Continued ...				40,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Option Year 1 - Investigative Service (6 full-time investigators) Amount: \$1,494,973.92 (Option Line Item)	12	MO	124,581.16	
0008	Option Year 1 - Overtime, Supervising Investigator Amount: \$115,368.00 (Option Line Item)	600	HR	192.28	
0009	Option Year 1 - Overtime, Senior Investigator Amount: \$524,010.00 (Option Line Item)	3000	HR	174.67	
0010	Option Year 1 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Amount: \$79,195.68 (Option Line Item)	12	MO	6,599.64	
0011	Option Year 1 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0012	Option Year 1 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0013	Option Year 2 - Investigative Service (6 full-time investigators) Amount: \$1,504,068.60 (Option Line Item)	12	MO	125,339.05	
0014	Option Year 2 - Overtime, Supervising Investigator Amount: \$116,070.00 (Option Line Item)	600	HR	193.45	
0015	Option Year 2 - Overtime, Senior Investigator Amount: \$527,220.00 (Option Line Item)	3000	HR	175.74	
0016	Option Year 2 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Continued ...	12	MO	6,599.64	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$79,195.68 (Option Line Item)				
0017	Option Year 2 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0018	Option Year 2 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0019	Option Year 3 - Investigative Service (6 full-time investigators) Amount: \$1,504,068.60 (Option Line Item)	12	MO	125,339.05	
0020	Option Year 3 - Overtime, Supervising Investigator Amount: \$116,070.00 (Option Line Item)	600	HR	193.45	
0021	Option Year 3 - Overtime, Senior Investigator Amount: \$527,220.00 (Option Line Item)	3000	HR	175.74	
0022	Option Year 3 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Amount: \$26,398.56 (Option Line Item)	4	MO	6,599.64	
0023	Option Year 3 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0024	Option Year 3 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0025	Option Year 4 - Investigative Service (6 full-time investigators) Amount: \$1,504,068.60 (Option Line Item) Continued ...	12	MO	125,339.05	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0026	Option Year 4 - Overtime, Supervising Investigator Amount: \$116,070.00 (Option Line Item)	600	HR	193.45	
0027	Option Year 4 - Overtime, Senior Investigator Amount: \$527,220.00 (Option Line Item)	3000	HR	175.74	
0028	Option Year 4 - Investigative Vehicles (6 vehicles for 6 investigators exclusively for CDI Program utilization) Amount: \$0.00 (Option Line Item)	12	MO	0.00	
0029	Option Year 4 - Mileage Amount: \$99,000.00 (Option Line Item)	180000	DH	0.55	
0030	Option Year 4 - Travel, training, parking, and tolls Note: Not-to-exceed dollar amount set by Government. Amount: \$60,000.00 (Option Line Item)				
0031	Base Period - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,050.13 (Option Line Item)	1	MO	20,050.13	
0032	Option Year 1 - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,423.03 (Option Line Item)	1	MO	20,423.03	
0033	Option Year 2 - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,547.33 (Option Line Item)	1	MO	20,547.33	
0034	Option Year 3 - Additional Investigators (price per month per investigator, for up to two Continued ...	1	MO	20,547.33	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

LOS ANGELES, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0035	<p>additional full-time investigators) Amount: \$20,547.33 (Option Line Item)</p> <p>Option Year 4 - Additional Investigators (price per month per investigator, for up to two additional full-time investigators) Amount: \$20,547.33 (Option Line Item)</p> <p>.</p> <p>----- CONTACT INFORMATION -----</p> <p>- Contractor Point of Contact: Tuppence Macintyre Telephone: 213-257-2777 Email: TMacinty@da.lacounty.gov</p> <p>- Contracting Officer's Technical Representative: Joy Wahlmann Telephone: 866-331-6397 Ext. 17537 Email: Joy.R.Wahlmann@ssa.gov</p> <p>- Direct Procurement Questions to: Angela Lee, Contract Specialist Telephone: 212-264-3529 Email: Angela.Lee@ssa.gov</p> <p>The total amount of award: \$11,054,989.83. The obligation for this award is shown in box 26.</p>	1	MO	20,547.33	

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SECTION A - Standard Form 1449 (SF 1449)

A-1 Addendum to Standard Form 1449

In accordance with Federal Acquisition Regulation (FAR) 12.302 and 12.303, this addendum to the Standard Form 1449 provides for continuation of the schedule and description of the supplies/services to be acquired.

A-2 Introduction

The Social Security Administration (SSA) requires investigative services for the Cooperative Disability Investigations (CDI) unit in Los Angeles, California. The purpose of this contract is to obtain the services of investigators, who have law enforcement authority that extends throughout the state of California.

A-3 Pricing

The Contractor shall furnish the necessary personnel, materials, services, and equipment, and otherwise perform all tasks necessary for or incidental to providing the required investigative services for the Cooperative Disability Investigations (CDI) Unit, in Los Angeles, California, in accordance with the specifications and requirements set forth in attached Statement of Work (SOW).

The Contractor shall provide fixed prices for each CLIN except the CLINs for Travel, Training, Parking, and Tolls, which is set by SSA. The fixed prices for all other items shall cover all costs. The Contractor shall invoice for actual overtime hours; actual mileage; and actual travel, training, parking, and tolls funds used and provide supporting documentation for those charges.

This contract calls for six full-time (40 hours per week) investigators (five senior investigators and one supervising investigator). The Contractor shall furnish the required resumes and suitability paperwork necessary to enable the investigators to start within 30 days notice after award.

SSA reserves the right to increase the number of investigators obtained under this contract by up to four additional full-time investigators above the number of investigators specified, below. If the option to add investigators is exercised in any year, the Travel, training, parking, and tolls CLIN, Investigative Vehicles CLIN, and quantities for the Overtime, Senior Investigator and Mileage CLINs will be adjusted proportionally for each additional investigator added. The Contractor shall furnish the required resumes and suitability paperwork necessary to enable any additional investigators to start within 30 days notice.

Overtime hours will be worked by SSA-approved and security/suitability-cleared investigators only according to and within the Contractor's overtime policy, a copy of which will be provided to the COTR within ten days after award. The Government will not pay differing rates for weekend work, holiday work, or overtime. There will be only one overtime rate per position category, per contract year as specified in the applicable Overtime CLINs.

This contract calls for one official vehicle per each investigator assigned to the CDI Unit, as specified in the attached SOW. The monthly rates for the Investigative Vehicle CLINs will cover all costs associated with procuring and provisioning the official vehicles and associated equipment, and the mileage rates for the Mileage CLINs will cover all costs associated with operations and maintenance of the official vehicles. All vehicle costs under the Investigative Vehicle CLINs and the Mileage CLINs shall be used for the procurement, provisioning, operation, and maintenance of the official vehicles assigned to CDI Unit official use only.

CLIN	Description	Quantity	Unit	Unit Price	Amount
0001	Base Period – Investigative Services (6 investigators)	8	MO	\$122,307.49	\$978,459.92
0002	Base Period – Overtime, Supervising Investigator	400	HR	\$188.75	\$75,500.00
0003	Base Period – Overtime, Senior Investigator	2,000	HR	\$171.45	\$342,900.00
0004	Base Period – Investigative Vehicles (6 vehicles)	8	MO	\$6,599.64	\$52,797.12
0005	Base Period – Mileage	120,000	DH	\$0.55	\$66,000.00
0006	Base Period – Travel, training, parking, and tolls				Not to Exceed \$40,000
0007	Option Year 1 – Investigative Services (6 investigators)	12	MO	\$124,581.16	\$1,494,973.92
0008	Option Year 1 – Overtime, Supervising Investigator	600	HR	\$192.28	\$115,368.00
0009	Option Year 1 – Overtime, Senior Investigator	3,000	HR	\$174.67	\$524,010.00
0010	Option Year 1 – Investigative Vehicles (6 vehicles)	12	MO	\$6,599.64	\$79,195.68
0011	Option Year 1 – Mileage	180,000	DH	\$0.55	\$99,000.00
0012	Option Year 1 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0013	Option Year 2 – Investigative Services (6 investigators)	12	MO	\$125,339.05	\$1,504,068.60
0014	Option Year 2 – Overtime, Supervising Investigator	600	HR	\$193.45	\$116,070.00
0015	Option Year 2 – Overtime, Senior Investigator	3,000	HR	\$175.74	\$527,220.00
0016	Option Year 2 – Investigative Vehicles (6 vehicles)	12	MO	\$6,599.64	\$79,195.68
0017	Option Year 2 – Mileage	180,000	DH	\$0.55	\$99,000.00
0018	Option Year 2 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0019	Option Year 3 – Investigative Services (6 investigators)	12	MO	\$125,339.05	\$1,504,068.60

CLIN	Description	Quantity	Unit	Unit Price	Amount
0020	Option Year 3 – Overtime, Supervising Investigator	600	HR	\$193.45	\$116,070.00
0021	Option Year 3 – Overtime, Senior Investigator	3,000	HR	\$175.74	\$527,220.00
0022	Option Year 3 – Investigative Vehicles (6 vehicles)	4	MO	\$6,599.64	\$26,398.56
0023	Option Year 3 – Mileage	180,000	DH	\$0.55	\$99,000.00
0024	Option Year 3 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0025	Option Year 4 – Investigative Services (6 investigators)	12	MO	\$125,339.05	\$1,504,068.60
0026	Option Year 4 – Overtime Supervising Investigator	600	HR	\$193.45	\$116,070.00
0027	Option Year 4 – Overtime Senior Investigator	3,000	HR	\$175.74	\$527,220.00
0028	Option Year 4 – Investigative Vehicles (6 vehicles)	12	MO	\$0.00	\$0.00
0029	Option Year 4 – Mileage	180,000	DH	\$0.55	\$99,000.00
0030	Option Year 4 – Travel, training, parking, and tolls				Not to Exceed \$60,000
0031	Base Period – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,050.13	\$20,050.13
0032	Option Year 1 – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,423.02	\$20,423.03
0033	Option Year 2 – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,547.33	\$20,547.33
0034	Option Year 3 – Additional Investigative Services, Senior Investigator (<u>price per month, per investigator for 1-4 additional investigators</u>)	1	MO	\$20,547.33	\$20,547.33
0035	Option Year 4 – Additional Investigative Services, Senior Investigator (<u>price per month, per</u>	1	MO	\$20,547.33	\$20,547.33

CLIN	Description	Quantity	Unit	Unit Price	Amount
	<u>investigator for 1-4 additional investigators)</u>				
Grand Total					\$11,054,989.83

With regard to Additional Investigative Services, SSA reserves the right to increase the number of investigators obtained under this contract by up to four additional investigators above the number of investigators specified in the pricing table above. Optional Form 347 entitled "Order for Supplies or Services" may be used for funding these services. Refer to Section C2-10 for ordering procedures and Section C2-11 for order limitations.

The contract does not provide funds for additional investigative services. Therefore, all requirements for additional investigative services must be ordered in accordance with the above procedures.

Price does not include allowance for contingency to cover increased costs due to a Collective Bargaining Agreement or other compensation plan that has not been approved. If the contractor has a Collective Bargaining Agreement or other compensation plan in place for its investigators, it will be incorporated into the resulting contract. If the contractor is a state or local government entity, the principles in 2 CFR § 200 will be used as a guide for future contract adjustments.

SECTION B - Schedule of Supplies/Services and Prices

I. BACKGROUND OF THE PROGRAM

A. Introduction and Purpose

The general purpose of the CDI program is to investigate suspected fraud against SSA's Title II and Title XVI (Supplemental Security Income (SSI)) disability programs and other Federal and State programs, including Title XIX (Medicaid), that emanate from these programs. Suspected fraud cases will be identified by the Disability Determination Services (DDS), Disability Processing Unit (DPU), by SSA Field Offices, through SSA Office of the Inspector General's Fraud Hotline, or other sources and referred to a CDI Unit for investigation.

The specific purpose of the CDI Unit is to:

- Prevent fraud by gathering sufficient independent evidence to allow the DDS to make a timely and correct determination (i.e., a denial or cessation of benefits when evidence of fraud or similar fault refutes evidence submitted by claimant); and
- Investigate and pursue civil or administrative action or criminal prosecution of claimants, medical providers, attorneys, translators, and others involved in making fraudulent disability claims.

The purpose of this contract is to obtain the services of investigators who have California statewide law enforcement and statewide arrest authority, to perform work as part of a CDI Unit.

B. Legislative Authority

Adjudication of disability claims and ensuring the integrity of the disability claims process is authorized under Titles II, XVI, and XIX of the Social Security Act as amended.

II. PROJECT OBJECTIVES AND DESCRIPTION

The objectives of the contract are to:

1. Assign six (6) full-time investigators to the CDI Unit in Los Angeles, CA. Although the investigators are assigned to the CDI Unit office in Los Angeles, CA and office types of functions are generally performed at this location, the investigators will primarily carry out their work in the field (e.g., surveillance activities, etc.).
2. Have the investigators conduct investigations of suspected disability fraud cases referred to the CDI Unit and to timely develop independent evidence of material facts to sufficiently resolve allegations of fraud or similar fault; and

3. As necessary, have the investigators pursue and take civil/criminal action, through the CDI Unit Team Leader (TL), against those who, as a result of the CDI Unit investigations, are found to be violating Federal and/or State statutes.

III. SERVICES TO BE PERFORMED

A. Requirements

The Contractor shall assign six (6) full-time investigators (one supervising investigator and five senior investigators) to the Los Angeles, CA CDI Unit. The supervising investigator is the Contractor's supervisor of the five senior investigators. Under the direction of the SSA OIG Special Agent / CDI Unit TL assigned to the project, the investigators shall be responsible for investigating fraud cases referred to the CDI Unit. The investigations may require travel outside the Los Angeles, CA area and overnight duty.

The Contractor will retain authority and responsibility over its assigned staff including responsibility for performance evaluations, performance deficiencies, disciplinary action, or other options the Contractor may have in managing any member of its department pursuant to local statutes.

If any personnel assigned full-time to the CDI Unit will be absent for an extended period of time (two weeks or more), the Contractor shall provide replacement(s) in accordance with Section F. Contractor Personnel, that can fulfill the requirements of this Statement of Work.

As the CDI Unit's Team Leader, the SSA OIG Special Agent will be responsible for determining which cases are assigned to the investigators for investigation and how those investigations will be conducted. The Contractor may request that the CDI Unit Team Leader provide the Contractor with input regarding performance evaluation of the investigators (subject to the limitations set forth above).

Specifically the investigators will be required to:

- (1) Conduct surveillance and videotape the activities of Title II and Title XVI claimants/beneficiaries suspected of committing fraud or similar fault;
- (2) Interview suspects and other witnesses;
- (3) Conduct undercover operations;
- (4) Use databases (e.g., the National Crime Information Center (NCIC) and the National Insurance Crime Bureau (NICB)) to obtain information on suspects;
- (5) Coordinate efforts with the SSA OIG Special Agent/CDI Unit TL and other members of the CDI Unit;
- (6) Coordinate, as necessary, interaction with other State or local law enforcement agencies;

- (7) Prepare cases for referral to the United States Attorney or the appropriate State or local prosecuting attorney for criminal prosecution;
- (8) Maintain records of investigations to the standard that they may be used as evidence in court, in accordance with the policies and procedure set forth in the SSA OIG Special Agent Handbook;
- (9) Prepare written Reports of Investigation (ROI), including statements of fact. Prepare investigative reports in accordance with SSA OIG policies and procedures. Provide the DDS and/or SSA personnel with copies of ROI and associated relevant documents;
- (10) Use their existing California statewide law enforcement and statewide arrest authority and any additional authority provided if appointed as a Special Deputy U.S. Marshal, in the furtherance of the CDI program's mission;
- (11) Obtain written approval of travel and overnight duty from the Contracting Officer's Technical Representative (COTR) prior to commencement of such travel and overnight duty;
- (12) Understand and abide by SSA's security, confidentiality, Personally Identifiable Information (PII) responsibility and loss, and ethics requirements;
- (13) Prepare accurate time and attendance sheets/records, and submit those records to the SSA OIG Special Agent/CDI Unit TL and to the investigators' supervisor;
- (14) Submit requests for overtime in a timely manner to the SSA OIG Special Agent/CDI Unit TL and to the investigators' supervisor, per the CDI Program's policy/guidance on overtime requests. The investigators' supervisor(s) must also notify the SSA OIG Special Agent/CDI Unit TL of requests for annual and/or sick leave, submitted by the investigators, in a timely manner;
- (15) Perform routine administrative tasks as necessary (e.g., preparing time and attendance reports, maintaining vehicle logs, attending staff meetings, and receiving training);
- (16) Conduct investigations in accordance with policies and procedures developed specifically for the CDI Unit;
- (17) Perform a wide variety of services essential to the effective operation of the CDI Unit including, but not limited to: budget preparation, review and analysis of incoming correspondence, arranging meetings and conferences, making travel arrangements, maintaining files and records, filing office records, copying and filing investigative reports, copying and mailing investigative reports, answering the telephones and taking messages, receiving and distributing incoming mail, assisting the CDI Unit's Disability Processing Units (DPU) liaison officer as needed, and keeping the SSA OIG Special Agent/CDI Unit TL informed of the status of issues and assignments;
- (18) Report the results of investigations to SSA to facilitate timely and accurate disability eligibility determinations;

- (19) Comply with all applicable laws, policies, practices, and procedures that are in effect during the period of performance. The supervising investigator performs additional duties, such as time/attendance and travel reviews/approvals, performance monitoring, etc.

B. Qualifications

1. The Contractor must be an agency that can provide six (6) full-time investigators with California statewide law enforcement and statewide arrest authority. The Contractor must provide investigators with a minimum of 3 years of law enforcement experience with the Contractor or another similar government agency. The Contractor must provide appropriate documentation (resumes, references, etc.) of the investigators proposed for the CDI Unit as part of its offer in response to this solicitation. The Federal Government (hereinafter referred to as "Government") reserves the right to reject any proposed investigators that do not meet the minimum requirements as stated herein.
2. The contractor personnel must have the necessary skills and experience to perform their respective job duties outlined in this Statement of Work.
3. All contractor personnel must be available during core business hours as determined by the SSA OIG Special Agent/CDI Unit TL.
4. The Contractor must ensure that its investigators assigned to the CDI Unit maintain firearm qualifications and training consistent with that law enforcement agency's applicable regulations and policies. SSA will not pay for such firearms qualification or training.
5. Competency to Testify.

The Contractor must certify to SSA OIG that its investigators' personnel files contain no information that might tend to place in question their credibility or their reputation for truthfulness. If any such information is contained in an investigator's personnel file, the Contractor shall so inform SSA OIG before the investigator's assignment to the CDI Unit, so that SSA OIG may make a determination (in consultation with the U. S. Department of Justice, or other prosecutorial authorities, if necessary) as to whether that investigator would be competent to testify in a criminal trial. The Contractor shall also notify SSA OIG if any information that might tend to place in question an investigator's credibility or their reputation for truthfulness is added to the investigator's personnel files after their assignment to the CDI Unit, so that competency to testify in a criminal trial can be appropriately determined by SSA OIG and the need for a replacement investigator can be assessed.

6. Training.

The SSA will, subject to SSA written approval, fund CDI Program-specific training and related travel and other costs necessary to maintain and operate the CDI Unit effectively, subject to the liability conditions set forth in sections VI, VII, and VIII.11 of this

Statement of Work and subject to the availability of funds. The final decision regarding whether a Contractor employee will attend a specific training will be made by the COTR. All Contractor employee training away from the CDI Unit, whether SSA funded or Contractor funded, shall be coordinated with the CDI Unit Team Leader in order to avoid negative impacts on CDI Unit investigations. Any SSA funded training-related travel expenses shall be handled in accordance with Section G. Travel Guidelines.

C. Equipment

The Contractor shall provide its investigators with such personal equipment as is necessary to perform the work specified in this contract including, but not limited to: weapons, body armor, ammunition, vehicles, cellular phones, pole cameras, GPS trackers, etc.

1. Investigators' Vehicles

The Contractor shall provide one vehicle to each of the investigators assigned to the CDI Unit with the use of such vehicles restricted to CDI Unit official use only. The vehicles assigned to the unit will be suitable for undercover surveillance. The Contractor shall be responsible for these vehicles' leasing costs, including reasonable collision insurance, and all routine maintenance expenses including fuel. The Contractor shall acknowledge that its investigators will be covered by the State/city and/or county self-insurance program when operating the assigned vehicles in the course and scope of their official duties.

2. Credentials, Identification, and Job Descriptions

The Contractor shall provide its investigators with sufficient credentials and identification consistent with their duties and responsibilities. Also, the Contractor shall ensure that the job descriptions of the investigators assigned to the CDI Unit encompass, and are consistent with, the duties and responsibilities outlined above.

D. Disclosure and Confidentiality

The Contractor shall maintain safeguards to restrict the use and/or disclosure of applicant, beneficiary, and recipient information in accordance with Federal and applicable State privacy laws. Accordingly, the Contractor shall treat all investigations and any information, data, evidence, etc. produced as a result on a confidential need-to-know basis. All files of the CDI Unit will be considered criminal investigative files of the SSA OIG for purposes of the Privacy Act of 1974, as amended, and regulations promulgated pursuant thereto (Privacy Act). The Contractor agrees to maintain the confidentiality of such files to the same extent SSA employees are bound by the SSA disclosure regulations found at 20 C.F.R. § 401 et seq. Disclosure of such files must be approved by the SSA OIG Special Agent/CDI Unit TL assigned to the CDI Unit, subject to SSA OIG management oversight, and be in accordance with the Privacy Act.

E. Non-Personal Services

1. The Government and the Contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in the Office of Federal Procurement Policy Letter 93-1.
2. The Government and the Contractor agree and recognize that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and its employees are not employees of the Federal Government and are not eligible for entitlement and benefits given Federal employees. Contractor personnel under this contract shall not:
 - (i) be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee;
 - (ii) hold themselves out to be a Government employee, agent, or representative or state orally or in writing at any time that they are acting on behalf of the Government - in all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company/agency for which they work; or
 - (iii) be placed in a position of command, supervision, administration, or control over Government personnel or personnel of other Government Contractors, or become a part of the Government organization.
3. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer (CO) in writing.
4. Rules, regulations, directives, and requirements which SSA issues under its responsibility for administration and security are applicable to all personnel who enter SSA facilities and shall not be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

F. Contractor Personnel

1. The Contractor shall obtain the consent of the CO or his/her authorized representative prior to making contractor personnel substitutions. Replacements for contractor personnel must possess qualifications equal to or exceeding the qualifications of the contractor personnel being replaced.
2. The Contractor shall assign only those contractor personnel whose resumes were submitted with its offer to fill the requirements of this contract. SSA will make no substitutions except in accordance with the provisions of F.3., F.4 and F.5 below.
3. During the first 90 days of the contract, SSA will not permit any contractor personnel substitutions unless such substitutions are necessitated by an individual's sudden illness,

death, or termination of employment. In any of these events, the Contractor shall promptly notify the CO or his/her authorized representative and provide the information required by paragraph (4) below. After the initial 90-day period, the Contractor must submit all proposed substitutions in writing at least 3 weeks in advance of the proposed substitution.

4. With any request for contractor personnel substitution, the Contractor must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume of the proposed substitute, and any other information requested by the CO or his/her authorized representative that is needed to consider and either approve or disapprove the proposed substitution. The Contractor must ensure that all proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person being replaced, in addition to the minimum requirements stated herein. The CO or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
5. Through the Contracting Officer, the SSA OIG Special Agent/CDI Unit TL may require the Contractor to remove an investigator from the CDI Unit for unacceptable performance or misconduct, or if the SSA OIG determines that an investigator is not competent to testify in a criminal trial. The Contractor must then immediately remove the investigator from participation in the CDI Unit. The Contracting Officer may also notify the Contractor that it must provide a substitute for the investigator within 30 calendar days of the date that the Contractor receives this notification, and the Contractor shall comply.
6. The Contractor and the Government shall maintain files of all contractor personnel authorized to work on this contract.

G. Travel Guidelines

Under the direction of the SSA OIG Special Agent/CDI Unit TL, the investigators shall investigate fraud cases referred to the CDI Unit, which may require travel and overnight duty. The investigators may be required to travel in excess of 50 miles from the CDI Unit office to perform the services. In addition, Contractor personnel may need to travel for SSA approved and funded training, as described in Section III.B.7. All Contractor personnel must obtain written approval from the SSA COTR prior to commencement of any SSA funded travel and overnight duty. Costs incurred by investigators for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the investigators' governmental unit in its regular operations as the result of the governmental unit's written travel policy. In the absence of an acceptable, written governmental unit policy regarding travel costs, the rates and amounts established under subchapter I of Chapter 57, Title 5, United States Code ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services apply, in accordance with established Federal Travel Regulations (FTR). To access the FTR, go to <http://www.gsa.gov/federaltravelregulations>. When preparing the invoice for travel expenses,

the Contractor must provide a breakdown of the travel-related costs for each investigator for the invoice period.

All Contractor personnel assigned to CDI Units are required to use their host agency credit card (if available) to purchase Contractor-issued transportation tickets, lodging, and Miscellaneous Items & Expenses (MI&E). The Contractor shall request reimbursement for travel related charges by its employees via their invoices submitted for reimbursement under the contract.

The Government will approve or deny the travel in writing. The cost of the travel shall be invoiced under the "Travel, training, parking, and tolls" Line items. Travel shall be directly related to the performance under the contract.

***IMPORTANT NOTE:** Payment will not be provided for travel expenses to/from the CDI Unit or other locations authorized by the Government if the distance between the two points is 50 miles or less (reference the FTR).

IV. SSA AND SSA OIG RESPONSIBILITIES

1. The SSA OIG will assign an OIG Special Agent/CDI Unit TL at the project site in Los Angeles, CA;
2. The SSA OIG Special Agent/CDI Unit TL will be the CDI Unit's final decision-making authority regarding day-to-day CDI Unit operations. The OIG Special Agent/CDI Unit TL will be in charge of the investigative operations of the CDI Unit. In this capacity, the OIG Special Agent/CDI Unit TL will determine which suspected fraud cases referred to the CDI Unit will be investigated; assign cases for investigation; determine when investigations on a case should be concluded; and refer cases to the United States Attorney for criminal prosecution;
3. If, in the course of investigations, violations of State or local civil and/or criminal statutes are discovered, the OIG Special Agent/CDI Unit TL, in conjunction with the investigators, will refer such cases to the appropriate State or local prosecuting attorney for civil or criminal prosecution. The OIG Special Agent/CDI Unit TL will also make referrals to SSA for administrative action, or to officials responsible for Civil Monetary Penalties, when appropriate;
4. The SSA and the SSA OIG will provide the investigators with any training deemed necessary by the OIG Special Agent/CDI Unit TL regarding SSA's disability procedures developed specifically for the CDI Unit: use of databases, etc.;
5. The SSA will provide office space, all necessary office equipment, supplies, computers, printers, telephones, etc. for the CDI Unit;
6. The SSA OIG Special Agent/CDI Unit TL will be responsible for coordinating interaction with other SSA Offices, and State, local, and Federal law enforcement entities, including the U.S. Department of Justice;

7. The SSA OIG will provide copies of any required progress/status reports produced by the CDI Unit to the Contractor;
8. When it is deemed necessary by the OIG Special Agent/CDI Unit TL for investigators to attend training, the SSA OIG may allow the investigators to participate in such training on an alternate or rotational basis to promote continuity in the services required by the CDI Unit;
9. The SSA OIG Special Agent/CDI Unit TL will resolve conflicts between OIG/CDI investigative procedures and those investigative procedures used by the contractor investigators' law enforcement agency;
10. The SSA OIG Special Agent/CDI Unit TL will monitor Contractor personnel time and attendance to ensure that it is accurately reported to their parent agencies.
11. The SSA OIG Special Agent/CDI Unit TL will monitor and approve the investigators' overtime to ensure that it is accurate, necessary, and in the needs of the CDI Unit; and
12. The COTR will monitor and approve Contractor personnel written requests for approval of training, travel, and overnight duty based on the needs of the CDI Unit.

V. ORIENTATION

1. All Contractor personnel shall participate in an orientation related to the Social Security Administration Title II Disability and Title XVI Supplemental Security Income (SSI) programs related to the investigative process in which they will be involved.
2. The Government's orientation shall familiarize the Contractor personnel with the policies and procedures of the CDI Unit.
3. The orientation process will be conducted by the SSA OIG Special Agent/CDI Unit TL or a designee.
4. The duration and number of orientation sessions shall be determined by the SSA OIG Special Agent/CDI Unit TL.
5. Orientation sessions may be required throughout the life of the contract to ensure that the Contractor has up-to-date information on the procedures and policies of the CDI Unit, as determined by the OIG Special Agent/CDI Unit TL. All Contractor personnel shall participate in these orientation sessions.

VI. CONTRACTOR LIABILITY

1. The Contractor shall be responsible for the activities of its personnel assigned to the CDI Unit.

2. To the extent permitted by law, the Contractor agrees to assume civil liability for any tortious act or omission of its employees while working in the CDI Unit.
3. The Contractor acknowledges that its liability, if any, for the negligent or wrongful acts or omissions committed by its employees while they are participating as members of the CDI Unit is governed by applicable Federal, State, or local law or, with respect to employees of the Federal Government, by the Federal Tort Claims Act, 28 U.S.C. Sections 1345(b), 2671 *et seq.* Participating agencies agree that they will not be responsible or liable for the acts or any negligent, wrongful, or tortious act or omission performed by personnel of other agencies during the duration of this contract.
4. The Contractor acknowledges that the Federal Government does not contract or promise to indemnify individual Contractor personnel and substitute the United States as a party defendant in civil litigation, or provide representation to State and local law enforcement officers who cooperate with the SSA OIG on an informal basis as part of their State or local duties unless they have been either deputized as Special Deputies by the U.S. Marshals Service or detailed to a Federal agency under the Intergovernmental Personnel Act, 5 U.S.C. Section 3374(c)(2).
5. The Contractor shall bear the risk of loss or damage to any vehicle or equipment utilized by its employee(s) while assigned to the CDI Unit, except as otherwise specified in this contract.

VII. SOVEREIGN IMMUNITY

Notwithstanding any other statement to the contrary, nothing in this contract is intended as a waiver of sovereign immunity, nor shall anything in this contract be construed as consent by any participating Federal or State or County agency or political subdivision of the State, to be sued by third parties.

VIII. U.S. MARSHALS SERVICE (USMS) SPECIAL DEPUTATION OF STATE OR LOCAL LAW ENFORCEMENT AGENCY PERSONNEL

1. Authority: The USMS Special Deputation authority is contained in 28 C.F.R. § 0.112, and the USMS powers and duties are set forth in 28 U.S.C. § 566. The USMS can authorize Special Deputation based upon the needs of the USMS or other sponsoring agencies that can demonstrate an appropriate justification.
2. Eligibility: SSA OIG will only sponsor deputation of State and local law enforcement officers assigned full-time to a CDI Unit who affirmatively certify compliance with the deputation requirements set forth on USMS Form USM-3A, Application for Special Deputation / Sponsoring Federal Agency Information.
3. Deputation Process:

- a. Special Deputation occurs when the USMS reviews and approves an Application for Special Deputation / Sponsoring Agency Information (USMS Form USM-3A, incorporated by reference herein and made a part of this agreement as Attachment A). Once SSA OIG has notified a participating State or local law enforcement agency that it intends to pursue special deputation for one or more of the participating agency's law enforcement officers, the State or local law enforcement agency participating in the CDI Unit shall, in cooperation with the law enforcement officer(s), timely prepare and provide to SSA OIG all documentation necessary to permit application for USMS Special Deputation or any renewals thereof, including:
 1. Application for Special Deputation (Page 1 of the USMS Form USM-3A), completed and certified by the law enforcement officer(s).
 2. An authorization letter on official letterhead from the State or local law enforcement agency employing the law enforcement officer concurring with the law enforcement officer's participation in the USMS Special Deputation program and stating that the applicant has no internal investigations pending within the employer's organization.
 3. Documentation to support the Application for Special Deputation, including any documentation requested by SSA OIG or the USMS.
- b. SSA OIG shall review the Application for Special Deputation, and verify that the statements submitted by the applicant are true and correct. If SSA OIG is satisfied with the truth and accuracy of the Application and does not have any concerns about sponsoring deputation, SSA OIG will complete the applicable Sponsoring Federal Agency Information (Page 2 of Form USM-3A), ensure the applicant has read and understood the current deadly force policy of the Department of Justice (DOJ), sign the Sponsoring Federal Agency Information certification (page 2 of the Form USM-3A), and submit the Form USM-3A to the USMS for review and approval.
- c. Upon approval of Special Deputation by the USMS, each approved law enforcement officer must sign/affirm the Oath of Office section and sign as the Appointee in the Special Deputation Appointment section of a USMS Form USM-3 (Special Deputation Oath of Office, Authorization and Appointment).
- d. Special Deputation remains in effect for approximately two (2) years from the date the individual is deputized by the USMS. The USMS Form USM-3 will indicate an expiration date.
4. For renewal of a Special Deputation, ninety (90) days before the expiration date, the State or local law enforcement agency participating in the CDI Unit shall, in cooperation with the Special Deputy, prepare and provide to SSA OIG all documentation necessary to permit renewal of the Application for USMS Special Deputation.
5. Use of Force by Special Deputies:

All individuals proposed for Special Deputy appointment for CDI purposes shall acknowledge in writing that they have read and agree to comply with the deadly force policy of their employing law enforcement agency or the Department of Justice, as set forth on the USM-3A. The Special Deputy must be briefed on DOJ's deadly force policy by an SSA OIG official, and will be provided a copy of such policy prior to undertaking CDI Unit activities. The Special Deputy shall sign a copy of DOJ's deadly force policy acknowledging he or she has been briefed.

6. General Special Deputation Guidelines and Requirements:

- a. SSA OIG may, at its sole discretion, choose whether to serve as a Sponsoring Federal law enforcement agency, and request that a participating State or local law enforcement agency's law enforcement officer(s) assigned to a CDI Unit be deputized by the USMS.
- b. To be eligible for USMS Special Deputation with SSA OIG as the Sponsoring Federal Agency, a State, or local law enforcement officer must:
 - i. Meet all the USMS requirements for Special Deputation as described in the Application for Special Deputation section of the USMS Form USM-3A;
 - ii. Be a full-time member of a CDI Unit;
 - iii. Timely provide the completed Application for Special Deputation section of the USMS Form USM-3A and any supporting documentation required by the SSA OIG or the USMS to support the Application and any renewal thereof; and
 - iv. Be approved by both SSA OIG and the USMS.
- c. SSA OIG may at any time in its sole discretion choose to withdraw its sponsorship or otherwise decline to pursue Special Deputation for any law enforcement officer.

7. Credentials:

- a. SSA OIG will issue an SSA OIG Special Deputy credential card to USMS approved Special Deputies assigned to a CDI Unit.
- b. The SSA OIG Special Deputy credential card will bear the Special Deputy's photograph and a statement of authority to assist SSA OIG in Title 18 U.S. Code investigations.
- c. Safeguarding Credentials

Each Special Deputy must safeguard SSA OIG Special Deputy credentials. When the credentials are not in the Special Deputy's personal possession, the Special Deputy must store them in a locked drawer with access limited to the Special Deputy, to afford reasonable protection against theft or loss.

- d. Loss of Credentials

The Special Deputy to whom SSA OIG issues an SSA OIG Special Deputy credential is responsible for immediately reporting its loss in writing to the CDI Unit TL. That Special Deputy must also immediately notify the local police, obtain a copy of the police report and remit the report to the CDI Unit TL. Loss consists of theft, destruction, misplacement, or other circumstances that result in the Special Deputy no longer having physical possession or control of the credential.

e. Replacement of SSA OIG Special Deputy Credentials

- i. A Special Deputy may request replacement of SSA OIG Special Deputy credentials only for the following reasons:
 - a. Loss of Special Deputy credentials;
 - b. Change of name of the individual to whom the credential is issued (a copy of the decree or government approved name change document must be provided);
 - c. Significant change in appearance of the individual to whom the credential is issued; or
 - d. Error in the name or title of the credential originally provided to the individual.

Requests for replacement credentials shall be made in writing by the Special Deputy to the CDI Unit TL within 1 business day of discovery of the loss or as soon as possible after the event necessitating replacement.

f. Credential Accountability

SSA OIG issues SSA OIG Special Deputy credentials directly to the Special Deputy and maintains the credentials on Special Deputy accountability records. When deputation is revoked for any reason or expires, or when a deputized officer is no longer actively assigned to the CDI Unit, the Special Deputy must return the credential to the CDI Unit TL with whom the Special Deputy last worked. The CDI Unit TL will return the credential to SSA OIG.

8. Deputized Officers Flying Armed Requirements:

To qualify to fly armed, a Special Deputy must have completed the TSA Law Enforcement Officer Flying Armed Training Course, must be flying armed to conduct official business for the SSA OIG, and must obtain prior written approval from the SSA OIG Assistant Inspector General for Investigations, or a Deputy Assistant Inspector General for Investigations. To obtain such written approval, the Special Deputy shall submit to the CDI Unit TL a signed and dated written request: stating the reason flying while armed is necessary; certifying that the Special Deputy has reviewed and will comply with Federal flying while armed regulations, guidance, and applicable SSA OIG

Special Agent Handbook policies and procedures governing flying while armed; and has completed the TSA Law Enforcement Officer Flying Armed Training Course.

9. Limitations on Special Deputation Authority:

The USMS Special Deputation for CDI purposes shall empower a Special Deputy to assist SSA OIG Special Agents in their investigations under Title 18, and carry a duty firearm and execute search and arrest warrants related to such SSA OIG investigations. The USMS only grants U.S.C. Title 18 enforcement authority, so CDI duties carried out as a Special Deputy must be in connection with the investigation of a U.S.C. Title 18 offense and/or related enforcement efforts. **Special Deputation authority is not valid while a Special Deputy is off duty for the CDI Unit. A Special Deputy is not authorized to participate in Federal drug investigations unless deputized by the U.S. Drug Enforcement Agency (DEA) or U.S. Federal Bureau of Investigation (FBI), and working in connection with such DEA or FBI deputation.** The participating State or local law enforcement agency and the Special Deputy agree that any Federal authority that may be conferred through Special Deputation for CDI purposes is limited to activities supervised by SSA OIG.

10. Revocation or Termination of Special Deputation:

- a. Special Deputation may be revoked at any time at the sole discretion of the USMS. SSA OIG also may initiate revocation through the USMS by requesting that the USMS revoke the Special Deputation. In this case, SSA OIG shall provide written notice of the revocation request to the USMS and the State or local law enforcement agency.
- b. Special Deputation also will terminate upon:
 - i. Expiration of the deputation, if not renewed,
 - ii. If the State or local law enforcement agency is a party to a CDI Unit Memorandum of Understanding (MOU), expiration, or termination of the applicable MOU,
 - iii. If the State or local law enforcement agency is a party to a CDI Unit contract between SSA and the State or local law enforcement agency, expiration, or termination of the contract, or
 - iv. Unless otherwise agreed in writing by SSA OIG, when the Special Deputy is no longer carrying out CDI duties on a full-time basis.

11. Liability for Special Deputies:

Notwithstanding any provision contained herein to the contrary, upon approval of USMS Special Deputation of a State or local law enforcement officer assigned to a CDI Unit, the Special Deputy shall be treated as a Federal employee for liability purposes, to the extent

permitted by Federal law. Federal law shall apply for the purposes of determining the nature and extent of such Federal liability, including but not limited to the Federal Tort Claims Act and Federal law related to civil rights claims. SSA shall determine any such Federal liability consistent with Federal law and SSA policies and procedures.

SECTION C - Contract Clauses and Terms and Conditions

SECTION C1 - FAR Clauses Incorporated by Reference (IBR)

SECTION C2 - Federal Acquisition Regulation (FAR) Full Text Clauses

C2-1 52.204-13 System for Award Management Maintenance. (OCT 2018)

(a) *Definitions.* As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM

within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at *www.sam.gov* for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

C2-2 52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2016)

(a) *Definition.* As used in this clause—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of clause)

C2-3 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within any time before the contract expires.

(End of clause)

C2-4 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within any time; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 62 months.

(End of clause)

C2-5 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

C2-6 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far>

(End of clause)

C2-7 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Social Security Acquisition Regulation (48 CFR Chapter 23) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

C2-8 52.212-4 Contract Terms and Conditions—Commercial Items. (DEVIATION 2017-02) (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain

Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

C2-9 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Items. (MAY 2019) (DEVIATION 2017-02)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (*Contracting Officer check as appropriate.*)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) (Reserved)

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

X (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (11) (Reserved)

___ (12)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

X (13)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (14) (Reserved)

___ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (17) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (18)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (DEVIATION) (15 U.S.C. 637(d)(4)). (This deviation changes the FAR clause at subparagraph (d)(11)(iii) to read as follows: (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—)

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (NOV 2016) of 52.219-9.

___ (v) Alternate IV (AUG 2018)(DEVIATION) of 52.219-9. (This deviation changes the FAR clause at subparagraph (d)(11)(iii) to read as follows: (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—)

___ (19) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

___ (20) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

___ (21) 52.219-16, Liquidated Damages–Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor–Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (29) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

___ (ii) Alternate I (FEB 1999) of 52.222-26.

X (30) (i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (31) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

X (32) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (34)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (35) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (36)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (39)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of 52.223-13.

___ (40)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

___ (41) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (42)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223-16.

X (43) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

___ (44) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (45) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (46)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (47) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

___ (48)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (MAY 2014) of 52.225-3.

___ (iii) Alternate II (MAY 2014) of 52.225-3.

___ (iv) Alternate III (MAY 2014) of 52.225-3.

___ (49) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (50) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (55) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer–System for Award Management (OCT 2018) (31 U.S.C. 3332).

___ (57) 52.232-34, Payment by Electronic Funds Transfer – Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

___ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (60) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

___ (61)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(Contracting Officer check as appropriate.)

___ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records – Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause–

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

C2-10 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the end of the contract performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

C2-11 52.216-19 Order Limitations. (OCT 1995)

FAR 52.216-18 applies to CLINs 0031 through 0035 for Additional Investigative Services only.

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 month, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the estimated quantities in section A-3 of the contract;

(2) Any order for a combination of items in excess of the estimated quantities in section A-3 of

the contract; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

C2-12 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the contract performance period expires.

(End of clause)

SECTION C3 - Agency Specific Clauses

C3-1 0002 Agency Specific Clauses

This contract includes one or more Social Security Administration acquisition clauses which are provided in full text.

C3-2 2352.204-1 Security and Suitability Requirements (MAR 2018)

(a) Acronyms and Definitions – As used in this clause –

“Access to a facility, site, system, or information” means physical access to any Social Security Administration (SSA) facility or site, logical access to any SSA information system, or access to programmatic or sensitive information.

“CO” means contracting officer.

“Contractor” means any entity having a relationship with SSA because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

“Contractor personnel” means employees of the contractor, employees of the subcontractor, any consultant retained by the contractor or subcontractor, any volunteer or intern of the contractor or subcontractor, and if the contractor or subcontractor is a sole proprietorship, it refers to the sole proprietorship.

“COR-COTR” means contracting officer’s representative-contracting officer’s technical representative.

“CPOC” means company point of contact as specified by the contract.

“CSPS” means Center for Suitability and Personnel Security.

“e-QIP” means Electronic Questionnaire for Investigations Processing.

“PIV” means Personal Identity Verification.

“Subcontractor” means any entity having a relationship with SSA’s contractor because of this contract. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.

(b) Purpose.

This clause provides SSA’s policies and procedures concerning the conduct of background investigations (i.e. suitability determinations) of contractor personnel. A background investigation is required any time contractor personnel requires any type of access to a facility, site, system, or information, whether or not a PIV credential is required. Contractor personnel may be subject to periodic reinvestigation per SSA policy. The purpose of these investigations is to determine the suitability of contractor personnel needing access to a SSA

facility, site, system, or information. If applicable, the clause also describes the process to obtain a PIV credential.

(c) PIV Credentials

- (1) A PIV credential is required for contractor personnel requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more. (See paragraph (k) for more information.)
- (2) A PIV credential is not required for:
 - (i) Contractor personnel requiring escorted access to a SSA facility or site for less than six months; or
 - (ii) Contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months (e.g., contractor personnel who provide infrequent facilities or equipment maintenance or repair, or who conduct onsite shredding, etc.).

(d) Authorities

- (1) Homeland Security Presidential Directive 12
(<http://www.dhs.gov/homeland-security-presidential-directive-12>).
- (2) Office of Management and Budget Memorandum M-05-24
(<https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2005/m05-24.pdf>).
- (3) The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
(<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap132-subchapV-sec13041.pdf>).
- (4) Executive Orders 13764 and 12968
(<https://www.hsdl.org/?abstract&did=798174>) and
<https://www.gpo.gov/fdsys/pkg/FR-1995-08-07/pdf/95-19654.pdf>)
- (5) Title 5, Code of Federal Regulations (CFR), Parts 731, 736, and 1400 (for positions assigned a “National Security” designation)
(http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr731_main_02.tpl, http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title05/5cfr736_main_02.tpl, and

http://www.ecfr.gov/cgi-bin/text-id?SID=ea8d9b7f129b58c4b512ea9d68a44761&mc=true&node=pt5.3.1400&rgn=div5%23se5.3.1400_1201)

(e) Suitability Process.

The background investigation and adjudication processes are compliant with 5 CFR 731 or equivalent. Any new contractor personnel (i.e. those who have not previously received a suitability determination under this contract) requiring access to a SSA facility, site, information, or system, must complete and submit, through the COR-COTR, the documents listed in (e)(1) at least 30 business days prior to the date contractor personnel are to begin work. The suitability process cannot begin until the contractor submits, and SSA receives, accurate and complete documents.

(1) Suitability Document Submission

- a. Immediately upon award, the CPOC must provide to the COR-COTR for all contractor personnel requesting a suitability determination:
 - (i) An e-QIP Applicant Listing including the names of all contractor personnel requesting suitability;
 - (ii) Completed Optional Form (OF) 306, Declaration for Federal Employment;
 - (iii) Fair Credit Reporting Act Authorizations (FCRA); and
 - (iv) Work authorization for non-United States (U.S.) born applicants, if applicable.
- b. The e-QIP Applicant Listing must include the contractor's name, the contract number, the CPOC's name, the CPOC's contact information, the COR-COTR's name, the COR-COTR's contact information, and the full name, Social Security Number, date of birth, place of birth (must show city and state if born in the U.S. OR city and country if born outside of the U.S.), and a valid email address for all contractor personnel requesting suitability. All spelling of names, email addresses, places, and numbers must be accurate and legible.
- c. The required suitability forms, and a sample of properly completed forms, are available on SSA's Office of Acquisition and Grants (OAG) website ("Information About Acquisitions" tab, "Security Information" section [https://www.ssa.gov/oag/acq/ASC_2352_204-1_Security_and_Suit_Reqrmts_Post_10012017/Links%20for%20Agency%20Specific%20Clause%202352_204-1%20Post%2010012017.htm]).

(2) e-QIP Application

- a. Once SSA receives all completed documents, listed in (e)(1), CSPS will initiate the e-QIP process using the e-QIP Applicant Listing. CSPS will email the e-QIP notification to the CPOC and COR-COTR inviting contractor personnel to the e-QIP

website to electronically complete the background investigation form (Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or SF 86, Questionnaire for National Security Positions).

- b. Contractor personnel will have up to 10 business days to complete the e-QIP application. The 10-day timeframe begins the day CSPS sends the invitation to the CPOC and COR-COTR. Contractor personnel must electronically sign the signature pages before releasing the application in e-QIP. Signature pages include the Certification and Release pages for SF 85 and the Certification, Release, and Medical Release pages for both the SF 85P and SF 86.
- c. Find information about the e-QIP process in the e-QIP Quick Reference Guide for e-QIP Applicants at <https://nbib.opm.gov/e-qip-background-investigations/>.
- d. If contractor personnel need assistance with e-QIP logon and navigation, call 1-844-874-9940.

(3) Fingerprinting

- a. The e-QIP notification email also provides contractor personnel with instructions to obtain electronic fingerprinting services. Contractor personnel must report for fingerprint services immediately upon completion and release of the e-QIP application and within 10 business days from the day CSPS sends the invitation.
- b. If contractor personnel cannot report to the designated fingerprint locations (in the notification email), CSPS will accept completed Field Division (FD) 258 fingerprint cards. The CO can provide the FD 258, if required. Contractor personnel must complete all fields on the FD 258. Incomplete fields may delay suitability processing.
- c. If you need to mail completed FD 258 fingerprint cards, send them, via certified mail along with a completed Contractor Personnel Suitability Cover Sheet-Fingerprint Cards (found on the OAG website), to:

Social Security Administration
Center for Suitability and Personnel Security
Attn: Suitability Program Officer
6401 Security Boulevard
2246 Annex Building
Baltimore, MD 21235

(4) Status Check.

If contractor personnel have completed each of the steps in (e) in their entirety and do not receive a suitability determination within 15 business days of their last submission, call 1-844-874-9940 to determine suitability status.

(f) Suitability Determination

- (1) CSPS uses a Federal Bureau of Investigation fingerprint check as part of the basis for making a suitability determination. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find the contractor personnel unsuitable to continue performing under this contract. CSPS will notify the CPOC and the COR-COTR of the results of these determinations.
- (2) SSA will not allow contractor personnel access to a facility, site, information, or system until CSPS issues a favorable suitability determination. A suitability determination letter issued by CSPS is valid only for performance on the contract specified in the letter.
- (3) If current contractor personnel are to perform work under a new contract, the CPOC must submit a fully completed, legible Contractor Personnel Rollover Request Form to the COR-COTR of the new contract. CSPS will notify the CPOC and the COR-COTR CO of suitability to work on the new contract. The Contractor Personnel Rollover Request Form is on OAG's website.

(g) Contractor Personnel Previously Cleared by SSA or Another Federal Agency.

If contractor personnel previously received a suitability determination from SSA or another Federal agency, the CPOC should include this information next to the contractor personnel's name on the initial e-QIP Applicant Listing (see paragraph (e)(1)(b)) along with the OF 306. CSPS will review the information. If CSPS determines another suitability determination is not required, it will provide a letter to the CPOC and the COR-COTR indicating the contractor personnel was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

- (h) A contractor is not entitled to an equitable adjustment of the contract because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful contract performance unlikely, SSA may terminate the contract for cause or default.

(i) Unsuitable Determinations

- (1) The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination.
- (2) The contractor must submit requests for clarification for unsuitable determinations in writing within 30 days of the date of the unsuitable determination to the email mailbox or address listed below. Contractor personnel must file their own requests; contractors may not file requests on behalf of contractor personnel.

dchr.ope.hspd12appeals@ssa.gov OR
Social Security Administration
Center for Suitability and Personnel Security
Attn: Suitability Program Officer
6401 Security Boulevard
2246 Annex Building

Baltimore, MD 21235

(j) Contractor Notification to Government.

The contractor shall notify the COR-COTR and CSPS within one business day if any contractor personnel is arrested or charged with a crime during the term of this contract, or if there is any other change in the status of contractor personnel (e.g. leaves the company, no longer works under the contract, the alien status changes, etc.) that could affect their suitability determination. The contractor must provide in the notification as much detail as possible, including, but not limited to: name(s) of contractor personnel whose status has changed, contract number, the type of charge(s), if applicable, date of arrest, the court date, jurisdiction, and, if available, the disposition of the charge(s).

(k) Obtaining a Credential

(1) This section applies only if contractor personnel will have access to a SSA information system or routine or unescorted access to a SSA facility or site for a period of six months or more as described in paragraph (c)(1).

(2) Once the contractor personnel receive notification of an acceptable suitability determination, but prior to beginning work under the contract, the contractor personnel must appear at the respective Regional Security Office or SSA Headquarters Parking and Credentialing Office to begin the credentialing process. The contractor must contact the COR-COTR to arrange for credentialing. Once the COR-COTR makes the appointment, the COR-COTR must contact the contractor to inform the contractor of the credentialing appointment(s). The COR-COTR will also arrange for the contractor personnel to be escorted (by either the COR-COTR or a COR-COTR's representative) to the appropriate credentialing office at the time of this appointment. The contractor personnel must present the suitability determination letter and two forms of identification at this meeting. At least one of the forms of identification must be a Government-issued photo identification (ID) (for acceptable forms of ID see List of Acceptable Documents on OAG's website). For SSA Headquarters access, a completed Form SSA-4395, Application for Access to SSA Facilities, signed by the contractor personnel and the COR-COTR is also required. The COR-COTR will provide the SSA-4395 Form to the contractor personnel when applicable.

(3) Credentialing appointments last approximately 15 minutes. Depending on a contractor's scheduling needs and availabilities, contractor personnel may be scheduled for credentialing all in one day (this process may take a few hours to complete, depending on the number of contractor personnel that need to be credentialed) or they may come in at separate times convenient to the contractor personnel's and the COR-COTR's schedules.

(4) Contacts

a. SSA Headquarters' Parking and Credentialing Office representatives can be reached at Parking.and.Credentialing@ssa.gov or 410-965-5910.

b. Research Triangle Park Parking and Credentialing Office representatives can be reached at SSC.Parking.and.Credentialing@ssa.gov or 877-586-6650, extensions 25206 or 25207.

c. Regional Security Office contact information is in the Appendix at the end of this clause.

(l) Contractor Return of PIV Credential.

The contractor must account for and ensure that all forms of Government-provided identification (PIV credential) issued to contractor personnel under this contract are returned to SSA's Headquarters' Parking and Credentialing Office or Regional Security Office, as appropriate, as soon as any of the following occur: when no longer needed for contract performance; upon completion of any contractor personnel employment; or upon contract completion or termination.

(m) Government Control.

The Government has full control over and may grant, deny, or withhold access to a facility, site, system, or information and may remove contractor personnel, or require the contractor to remove contractor personnel from performing under the contract for reasons related to conduct even after contractor personnel are found suitable to work on the contract (see paragraph (n) below).

(n) Removal From Duty.

The CO, in coordination with the COR-COTR and CSPS, may remove a contractor, or request the contractor immediately remove any contractor personnel from working under the contract based on conduct that occurs after a favorable suitability determination. This includes temporarily removing contractor personnel arrested for a violation of law pending the outcome of any judicial proceedings. The contractor must comply with these requests to remove any contractor personnel. The Government's determination may be made based on, but not limited to, these incidents involving the misconduct or delinquency:

- (1) Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.
- (2) Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.
- (3) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents, records, or Government property or concealment of material facts by willful omissions from official documents or records.
- (4) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.

- (5) Theft, vandalism, or any other criminal actions.
 - (6) Selling, consuming, possessing, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
 - (7) Improper use of official authority or credentials.
 - (8) Unauthorized use of communications equipment or Government property.
 - (9) Misuse of weapon(s) or tools used in the performance of the contract.
 - (10) Unauthorized access to areas not required for the performance of the contract.
 - (11) Unauthorized access to SSA's employees' personal property.
 - (12) Violation of security procedures or regulations.
 - (13) Prior contractor personnel unsuitability determination by SSA or another Federal agency.
 - (14) Unauthorized access to, or disclosure of, agency programmatic or sensitive information, or Internal Revenue Service Tax Return information.
 - (15) Failure to ensure the confidentiality of or failure to protect from disclosure, agency information entrusted to them. Certain provisions of these statutes and regulations apply to Federal employees, and apply equally to contractor personnel: The Privacy Act of 1974, The Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997, SSA regulation 1, The Computer Fraud and Abuse Act of 1986, and Section 1106 of the Social Security Act.
 - (16) Being under investigation by an appropriate authority for violating any of the above.
- (o) The contractor is required to include the substance of this clause in any subcontract requiring the subcontractor to access a SSA facility, site, system, or information. However, the contractor must obtain, review, and submit to SSA all of the completed and required forms (see paragraph (e) from the subcontractor. SSA will not accept completed forms from anyone other than the contractor.

Appendix:

Regional Security Offices

Regional Credentialing Contacts for Contractor Personnel

Region 1 – Boston

Management and Operations Support, Wilson Osorio, 617-565-2840

Region 2 – New York

Center for Materiel Resources, Physical Security and Safety Team, Emmanuel Fernandez, 212-264-2603

Region 3 – Philadelphia

For Mid-Atlantic Social Security Center occupants: Center for Materiel Resources, Kevin Wiley, 215-597-1627

For all others: Center for Automation, Security and Integrity, 215-597-5100

Region 4 – Atlanta

Center for Security and Integrity

Willie Martin, 404-562-1761

Charlene C. Jones, 404-562-1432

Glen Gaston, 404-562-1871

Dennis Loewer, 404-562-1340

Region 5 – Chicago

Management and Operations Support, Building Services Unit

Sharon Young, 312-575-4150

Evelyn Principe, 312-575-6342

Sofia Luna, 312-575-5762

Carlton Brown, 312-575-5957

Colleen Carrington, 312-575-5242

Region 6 – Dallas

Center for Materiel Resources, Employee Relations, Veronica Drake, 214-767-2221

Region 7 – Kansas City

Center for Automation Security Integrity, General Office Line, 816-936-5555

Region 8 – Denver

Center for Security and Integrity, Phil Mocon, 303-844-4016

Region 9 – San Francisco

Center for Security and Integrity, Cassandra Howard, 510-970-4124

Region 10 – Seattle

Center for Security and Integrity

Mary Bates, 206-615-2105

Lisa Steepleton, 206-615-2183

(End of clause)

C3-3 2352.204-2 Federal Information Security Management Act (FISMA) and Agency Privacy Management (DEC 2014)

(a) Definitions

Terms defined for this clause:

“Agency” means the Social Security Administration (SSA).

“OAG” means the Office of Acquisition and Grants at SSA.

“PIV Credential” means personal identity verification credentials required for contractor personnel requiring access to an SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.

(b) Agency Responsibility Related to FISMA Training Requirements

(1) The FISMA of 2002 (Title III, Pub. L. No. 107-347) (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>) and the Office of Management and Budget policy (through Circular A-130, Appendix III, http://www.whitehouse.gov/omb/circulars_a130_a130appendix_iii) require all agency employees, and contractor and subcontractor personnel working under agency contracts who will have access to any kind of SSA information, receive periodic training in computer security awareness and accepted computer security practice. This includes training for contractor personnel who do not have access to electronic information systems. The training level is tailored to the risk and magnitude of harm related to the required activities.

(2) SSA’s Security Awareness Contractor Personnel Security Certification (CPSC) form, SSA-222, adequately covers the required information technology security and privacy awareness training for this contract. The SSA-222 is on OAG’s internet site (see paragraph (c)(3)(i) below). This training does not preclude any additional role-based training specified elsewhere in this contract.

(c) Contractor Responsibilities Related to FISMA Training Requirements

(1) Contractor Personnel Requiring an SSA-issued PIV Credential and Access to SSA’s Network

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel requiring a PIV credential subsequently added to the contract. If contractor personnel receive a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii).

(ii) For each successive year the contract is in operation, contractor personnel shall take annual security awareness training via a video on demand on SSA's intranet website. Contractor personnel with a valid SSA email address will receive an email to take this training at the appropriate time.

(2) Contractor Personnel Requiring an SSA-issued PIV Credential but Not Access to SSA's Network:

(i) Following contract award, the agency mandates contractor personnel requiring a PIV credential to take security awareness training by reading and electronically signing the CPSC form, SSA-222, during the PIV credentialing process. This requirement also applies to contractor personnel subsequently added to the contract and requiring a PIV credential. For contractor personnel receiving a PIV credential, contractors are not required to send an email per paragraph (c)(3)(iii) for the first year of the contract.

(ii) If applicable, for each successive year of the contract, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), below, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), below, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(3) Contractor Personnel Not Requiring an SSA-issued PIV Credential and Not Access to SSA's Network:

(i) Following contract award, the contractor shall ensure that all contractor personnel performing under this contract take the security awareness training by reading and signing the CPSC form, SSA-222. This requirement also applies to contractor personnel subsequently added to the contract. A copy of this form is on OAG's Internet website (<http://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

(ii) The contractor must receive signed copies of the form from each contractor personnel working under the contract within 30 days following contract award, or within 30 days after a contractor personnel begins working under the contract, whichever comes first.

(iii) The contractor shall send an email to security.awareness.training@ssa.gov, with a copy to the contracting officer and the contracting officer's technical representative, within 45 days following contract award. Similarly, the contractor shall send such email notification 45 days of when new contractor personnel are added to perform work under the contract. The contractor will attach each signed form, completed per paragraph (c)(3)(ii), above, to the email along with a list of the names (first, middle initial, and last) of the contractor personnel who signed the form and the contract number they are working under.

(iv) For each successive year the contract is in operation, the contractor shall repeat the processes described in paragraphs (c)(3)(i)-(iii), above, on an annual basis. The contractor must submit the information in paragraph (c)(3)(iii), above, within 45 days of: the date the option was renewed, or the anniversary of the contract award date, whichever comes first.

(4) The contractor shall retain copies of signed SSA-222 forms mentioned in paragraphs (c)(2) and (3) above for potential future SSA audits for a period of three years after final payment (per Federal Acquisition Regulation Section 4.703).

(d) Applicability of this Clause to Subcontractor Personnel. The contractor is required to include a clause substantially the same as this in all subcontracts awarded under the prime contract. This clause shall require the subcontractors to follow the instructions in paragraph (c) of this clause. For subcontractor personnel following paragraphs (c)(2) and (3), the subcontractor shall submit the signed forms to the contractor and the contractor will be responsible for submitting this information to SSA per paragraph (c)(3)(iii). The subcontractor shall be responsible for maintaining its signed forms as detailed in paragraph (c)(4).

(End of clause)

C3-4 2352.224-1 Protection of Confidential Information (DEC 2008)

(a) "Confidential information," as used in this clause, means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the contractor for, or otherwise obtained by the contractor in, the performance of this contract; and (2) of a personal nature about an individual, such as name, home address, and social security number, or proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates.

(b) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information or categories of information that the Government will furnish to the Contractor or that the Contractor is expected to generate which are confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. The confidential information will be used only for purposes delineated in the contract; any other use of the confidential information will require the Contracting Officer's express written authorization. The Contracting Officer and the Contractor will settle any disagreements regarding the identification pursuant to the "Disputes" clause.

(c) The Contractor shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the contract. Employees and officials who need access to confidential information for performance of the contract will be determined in conference between SSA's Contracting Officer, Contracting Officer's Technical Representative, and the responsible Contractor official. Upon request, the Contractor will provide SSA with a list of "authorized personnel," that is, all persons who have or will have access to confidential information covered by this clause.

(d) The Contractor shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will: protect the confidentiality of the

records; prevent the unauthorized use of confidential information; and prevent access to the records by unauthorized persons.

(e) The Contractor shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access. See paragraph (f) below regarding the minimum standards which the safeguards must meet.

(f) Whenever the Contractor is storing, viewing, transmitting, or otherwise handling confidential information, the Contractor shall comply with the applicable standards for security controls that are established in the Federal Information Security and Management Act (FISMA). (These standards include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly FIPS 199, FIPS 200, and NIST Special Publications - 800 series.)

(g) If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information.

(h) For knowingly disclosing information in violation of the Privacy Act, the Contractor and Contractor employees may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the Contractor and Contractor employees may be subject to the criminal penalties as set forth in that provision.

(i) The Contractor shall assure that each Contractor employee with access to confidential information is made aware of the prescribed rules of conduct, and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.

(j) Whenever the Contractor is uncertain how to handle properly any material under the contract, the Contractor must obtain written instructions from the Contracting Officer addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act or is otherwise confidential information subject to the provisions of this clause, the Contractor must obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication. Contracting Officer instructions and determinations will reflect the result of internal coordination with appropriate program and legal officials.

(k) Performance of this contract may involve access to tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). All such information shall be confidential and may not be disclosed without the written permission of the SSA Contracting Officer. For willfully disclosing confidential tax return information in violation of the IRC, the

Contractor and Contractor employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.

(l) The Government reserves the right to conduct on-site visits to review the Contractor's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.

(m) The Contractor must include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s), engaged by the contractor, and their employees or successor subcontractor(s) and their employees might have access to SSA's confidential information.

(n) The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information are made aware of the prescribed rules of conduct. For knowingly disclosing SSA's confidential information, any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

(End of clause)

C3-5 2352.224-2A Protecting and Reporting the Loss of Personally Identifiable Information (MAY 2019)

(a) Definitions.

The following terms are defined for the purposes of this clause:

“Agency” means the Social Security Administration (SSA).

“Breach” means the loss of control, compromise, unauthorized disclosures, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses personally identifiable information (PII); or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. A breach is not limited to an occurrence where a person other than an authorized user potentially accesses PII by means of a network intrusion, a targeted attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss or theft of physical documents that include PII and portable electronic storage media that store PII, the inadvertent disclosure of PII on a public website, or an oral disclosure of PII to a person who is not authorized to receive that information. It may also include an authorized user accessing PII for other than an authorized purpose. Often, an occurrence may be first identified as an incident, but later identified as a breach once it is determined that the incident involves PII, as is often the case with a lost or stolen laptop or electronic storage device.

Some common examples of a breach include:

- A laptop or portable storage device storing PII is lost or stolen;

- An email containing PII is inadvertently sent to the wrong person;
- A box of documents with PII is lost or stolen during shipping;
- An unauthorized third party overhears agency employees discussing PII about an individual seeking employment or Federal benefits;
- A user with authorized access to PII sells it for personal gain or disseminates it to embarrass an individual;
- An information technology system that maintains PII is accessed by a malicious actor; or
- PII that should not be widely disseminated is posted inadvertently on a public website.

“Employee(s)” means individual(s) under a direct employee-employer relationship with the Contractor, where the Contractor has the power or right to control and direct the individual in the material details of how work is to be performed.

“Handling of PII” or “handle(s) PII” means accessing, using, creating, collecting, processing, storing, maintaining, disseminating, disclosing, disposing, or destruction of PII, as defined in this clause.

“Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Personally identifiable information” (PII) means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. The PII may range from common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers (SSN) or other government-issued identifiers, precise location information, medical history, and biometric records. Within this clause, “PII” shall specifically mean PII that is made or becomes available to the Contractor, including its employees, as a result of performing under this contract.

“Primary agency contact” means the SSA Contracting Officer’s Representative (COR) who is the Contracting Officer’s Technical Representative (COTR) or, for indefinite delivery contracts with individual orders issued against the contract, e.g., task-order contracts, the order’s Task Manager, if one has been assigned. The COR may have one or more designated alternates to act for the COR when the COR is unavailable. If neither the COR nor the designated alternate is available, the alternate shall be considered a responsible agency manager in the office.

“Secure area” or “Secure duty station” means, for the purpose of this clause, either of the

following, unless the agency expressly states otherwise on a case-by-case basis: (1) a Contractor employee's official place of work that is in the Contractor's established business office in a commercial setting, or (2) a location within the agency or other Federal- or State-controlled premises. A person's private home, even if it is used regularly as a "home office" (including that of a Contractor management official), shall not be considered a secure area or duty station.

"Suspected breach" means PII that, among other possibilities, has been lost or stolen, or accessed in an unauthorized fashion, but it is not yet confirmed that the PII has been compromised to meet the level of a breach.

"Transport(ing)" or "transported" means the physical taking or carrying of PII from one location to another. For the purpose of this clause, the term does not include shipping by a common or contract carrier (as defined in Federal Acquisition Regulation (FAR) section 47.001), shipping by the U.S. Post Office, or electronic transmission.

(b) Responsibility for Safeguarding PII.

(1) The Contractor shall comply with applicable limitations on use, treatment, and safeguarding of PII under the Privacy Act of 1974 (5 U.S.C. § 552a); the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related National Institute of Standards and Technology guidelines; the Paperwork Reduction Act, 44 U.S.C. § 3501-3521; the E-Government Act of 2002, 44 U.S.C. § 3501 note; Office of Management and Budget (OMB) guidance relating to handling of PII, including OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information"; SSA privacy and security policies and procedures relating to handling of PII; and other Federal laws governing handling of PII.

(2) The Contractor shall establish, maintain, and follow its own policies and procedures to protect the confidentiality of PII (PII policies and procedures) in accordance with the laws, policies, and requirements referenced in this clause and elsewhere in the contract. The Contractor's PII policies and procedures shall include safeguards to protect PII from loss, theft, or inadvertent disclosure and breach procedures.

(3) The Contractor shall restrict handling of PII to only those authorized employees who need it in connection with the performance of work under this contract.

(4) Unless authorized by this contract or otherwise in writing by SSA, the Contractor shall not publish, disclose, release, or otherwise disseminate PII, internally or externally.

(5) The Contractor shall inform its employees who will or may handle PII of their individual responsibility to safeguard it. In addition, the Contractor shall educate and train employees as required by FAR 24.301 and enforce employees' compliance with the Contractor's PII policies and procedures and other requirements relating to handling of PII in this contract. SSA may require the Contractor to provide evidence of the performance of training and the content of the training.

(6) Additional policies, procedures, and requirements involving the handling of PII may be prescribed elsewhere in this contract, including but not limited to information security policies. The Contractor shall follow all such policies, procedures, and requirements. If contract performance calls for the Contractor handling of PII in a manner not addressed in this clause or elsewhere in the contract that may cause a security question or concern, the Contractor shall seek clarification and direction from the agency, prior to commencing the handling of PII in question.

(c) Safeguarding Requirements.

(1) The Contractor is responsible for safeguarding PII at all times. The Contractor shall ensure that PII remains under the immediate supervision and control of authorized employees in a manner that will protect the confidentiality and integrity of PII. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving the agency's approval, destroyed when no longer needed. The Contractor may use its internal policies and practices, non-disclosure agreements, system security requirements or any other means to accomplish its safeguarding responsibilities.

(2) Transporting PII Outside a Secure Area/Secure Duty Station.

(i) The Contractor shall safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. The Contractor shall ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The Contractor shall ensure that the encryption and password protection are in accordance with any agency-prescribed standards or policies, which shall be communicated separately from this clause. The Contractor shall use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

(ii) The Contractor shall ensure that its PII policies and procedures address transporting PII outside a secure area and emailing PII to and from non-SSA email addresses. The Contractor shall provide employees, upon or immediately prior to their commencing work on the contract, with contact information and instructions relating to PII breaches and incidents, based on the Contractor's security/PII loss incident policy and procedures. (If the preceding requirement is introduced to the contract under a contract modification, the Contractor shall ensure employees are provided this information and instructions within 10 working days of the modification.) The Contractor shall periodically remind employees of the foregoing information and instructions per the regular training requirements at (d)(1), below. (NOTE: Agency-prescribed contact information and instructions for reporting lost or possibly lost PII are discussed in paragraph (d) below.) SSA may require that the Contractor present evidence of compliance with these provisions.

(iii) Tracking PII-containing material (files, documents, etc.).

(A) Unless the PII is being transported for disposal pursuant to the contract per [\(c\)\(3\)](#) below, or SSA grants an exception per (c)(2)(iii)([D](#)), below, the Contractor shall take appropriate and necessary action to ensure that the PII-containing material, such as file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station, are tracked through a log. The PII-containing material shall be logged out prior to transport as well as logged back in upon return. The Contractor can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- (1) first and last name of the employee taking/returning the material;
- (2) the identification of the PII-containing material, such as the name of the file(s) or document(s) containing PII;
- (3) the media used to transport the PII (e.g., electronic, such as laptop, portable drive, compact disc/digital versatile disc (CD/DVD), or email—be as specific as possible; paper, such as paper file folders or printouts);
- (4) the reason he/she intends to transport the PII-containing material;
- (5) the date he/she transported the PII-containing material from the secure area/secure duty station;
- (6) the date the PII-containing material is due to be returned to the secure area/duty station. See subparagraph (c)(2)(iii)([B](#)), immediately below.
- (7) the approver's name and phone number.
- (8) the actual return date of the PII-containing material.

(B) Materials shall be returned or, when authorized by paragraph [\(c\)\(3\)](#), documented as destroyed, within 90 days of removal from the office or have Contractor supervisory approval for being held longer.

(C) The log shall be maintained in a secure manner. Upon request by the agency, the Contractor shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the agency. The Contractor shall retain the log in accordance with General Records [Schedule 4.2, Information Access and Protection Records](#), Item 40 (disposition authority DAA-GRS-2016-0002-0004).

(D) SSA may relieve the Contractor of having to comply with these logging requirements for certain transmissions when the Contractor is engaged in routine and secure transmission of PII, and SSA determines that there are appropriate security controls in place to track the data through other means.

(3) *Return and/or Disposal of PII.* The Contractor shall return and/or dispose of the PII when the PII is no longer required for performance of this contract, e.g., upon contract completion, per agency direction and requirements. The marked statement(s) below apply to this contract: [*Contracting Officer: Mark all that apply below.*]

☐ (i) This contract entails the return of PII.

☐ (ii) This contract entails the disposal of PII. The Contractor shall follow the procedures described in ☐

(4) *Emailing PII.* The Contractor's corporate or organizational email system is deemed not to be secure. Therefore, the Contractor shall put policies and procedures in place to ensure that its employees email PII using only the following procedures in (i) - (ii), below:

(i) *Sending from an SSA email address.* If employees have been given access to the SSA email system, they may use it to send email messages containing PII in the body or in an unencrypted attachment but only to other SSA email addresses (which contain the "name @ssa.gov" format) or to email addresses belonging to an SSA-certified email system. Email directed to any other address(es) may contain PII only if the PII is entirely contained in an encrypted attachment. The Contractor shall encrypt PII in accordance with OMB Circular A-130, Managing Information as a Strategic Resource (July 28, 2016).

(ii) *Sending from a non-SSA email system.* If employees are using the Contractor's own or any other non-agency email system (e.g., Yahoo!, Gmail), they may send email messages transmitting PII only if the PII is entirely contained in an encrypted attachment, per OMB Circular A-130; none of the PII may be in the body of the email itself or in an unencrypted attachment. When emailing from such systems, this procedure applies when emailing PII to any email address, including but not limited to, an SSA email system address. Unless specifically noted otherwise, the Contractor and its employees are expected to conduct business operations under this contract using the Contractor's own email system, i.e., in accordance with the foregoing rules for transmitting PII.

SSA may grant written exceptions to compliance with the email requirements in paragraph (c)(4) above when the Contractor's corporate or organizational email system has been deemed by SSA to be secure.

(d) *Procedures for Reporting PII Breach or Incident.* The agency has its own reporting requirements for PII breaches or incidents. The purpose of the following paragraphs is to ensure that the Contractor meets the requirements and shares breach or incident information appropriately. The Contractor's report of a breach or incident will not, by itself, be interpreted as evidence that the contractor failed to provide adequate safeguards for PII.

(1) *Contractor Responsibility.* In addition to establishing and implementing its own internal procedures referenced in paragraph (b), above, the Contractor shall provide regular training (at least annually and when new employees commence work) for contractors on how to

identify and report a breach or incident and take reasonable actions to implement agency-prescribed procedures described in paragraph (d)(3) below for reporting PII breaches or incidents. These include training employees handling PII about these procedures, including how to identify and report a PII breach or incident, and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out. The Contractor shall cooperate and exchange information with agency officials, as determined necessary by the agency, in order to report and manage a suspected or confirmed breach or incident effectively. The Contractor shall maintain capabilities to determine what agency information was or could have been accessed and by whom, be able to construct a timeline of user activity, determine methods and techniques used to access agency information, and identify the initial attack vector. The Contractor shall allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with OMB memorandum M-17-12 and agency guidance and breach procedures to assist with responding to a breach or incident. SSA may require evidence of compliance with this guidance.

(2) *Potential Need for Immediate, Direct Reporting by the Employee.* The agency recognizes that Contractor employees will likely make the initial discovery of a PII breach or incident. When an employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the Contractor's established security/PII breach/incident reporting process (see paragraph (d)(1), above). The Contractor's reporting process, along with the agency's (see paragraph (d)(3) below), shall require the Contractor, and not necessarily the employee, in such circumstances to notify the agency of the breach or incident. However, the Contractor shall inform each employee handling or potentially handling PII that he/she must be prepared to notify outside authorities directly and immediately as described in paragraph (d)(3)(v) below, if, shortly following the breach or incident or discovery of the breach or incident, he/she finds it evident that neither an appropriate Contractor nor the agency manager/contact can be reached. The Contractor shall emphasize to the employee that timeliness in reporting the incident is critical.

(3) *Procedures.*

(i) When a Contractor employee becomes aware of or suspects a PII breach or incident, the Contractor, in accordance with its incident reporting process, shall provide immediate (as soon as possible and without unreasonable delay) notification of the breach or incident to the primary agency contact. If the primary agency contact is not readily available, the Contractor shall immediately notify the contact's alternate. (**See the worksheet in agency-specific clause H2352.224-2b, below, for the identity of the designated primary and alternate agency contacts.**) The Contractor shall act to ensure that each employee, prior to commencing work on the contract, has been given information as to who the primary and alternate agency contacts are and how to contact them. In addition, the Contractor shall act to ensure that each employee promptly receives any updates on such information, as they are made available. Whenever the employee removes PII from a secure area/secure duty station, he/she shall comply with the Contractor's security policies, including having on hand the current contact information for the primary agency contact and at least one alternate.

(ii) The Contractor shall provide the primary agency contact or the alternate, as applicable, updates on the status of the reported PII loss or compromise as they become available but shall not delay the initial report.

(iii) The Contractor shall provide complete and accurate information about the details of the PII breach or incident to assist the agency contact/alternate, including the following information:

(A) Contact information;

(B) A description of the PII breach or incident (i.e., nature of the breach, scope, number of files or records, type of equipment or media, etc.) including the approximate time and location of the loss;

(C) A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.);

(D) An identification of agency components (organizational divisions or subdivisions) contacted, involved, or affected;

(E) Whether the Contractor or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.);

(F) Whether the Contractor or its employee has filed any other reports (i.e., Federal Protective Service, local police, and agency reports); and

(G) Any other pertinent information.

(iv) The Contractor may use the worksheet following this clause to gather and organize information quickly about the incident. The Contractor shall ensure that each employee with access to PII under the contract, prior to accessing the PII, has a copy of the worksheet with its instructions (see agency-specific clause 2352.224-2b), and particularly when transporting PII from a secure duty station.

(v) There may be rare instances (e.g., outside of business hours) when the Contractor is unable to reach either the primary agency contact or the alternate immediately. In such a situation, the Contractor shall immediately call the agency's National Network Service Center (NNSC) toll-free at 1-877-697-4889 to file the initial report directly, providing the information in [\(d\)\(3\)\(iii\)](#) above and as requested by the NNSC (again, the worksheet in agency-specific clause 2352.224-2b may be used to collect and organize the information prior to (and/or during) the call). Overall, during this time, the Contractor shall cooperate as necessary with the NNSC or any of the other external organizations described in [\(d\)\(3\)\(iii\)](#) above.

(vi) If the Contractor makes a direct report to the NNSC, the Contractor shall document the call with the Change, Asset, and Problem Reporting System (CAPRS) number,

which the NNSC will assign. The Contractor shall provide the CAPRS number to the primary agency contact, or, if unavailable, his/her alternate.

(vii) Subparagraphs (v)-(vi) apply to all Contractor employees. The Contractor shall ensure its internal procedures and PII breach/incident training make clear to employees these responsibilities. Reports to the NNSC should not be delayed because an employee could not reach the Contractor's management.

(viii) The Contractor and its employee(s) shall limit disclosures about PII involved in a breach or incident to only those SSA and Contractor employee(s) with a need for the information in order to respond to and take action to prevent, minimize, or remedy the breach or incident. The Contractor may disclose breach or incident information to Federal, state, or local law enforcement agencies and other third parties with a need for the information; however, information about the specific PII involved may only be disclosed to such authorities and third parties as Federal law permits. The Contractor shall not, without SSA approval, publicly disclose information about PII involved in a breach or incident or SSA's involvement in a breach or incident. The Contractor shall not, without SSA approval, notify individuals affected by the PII breach or incident. The Contractor's PII breach and incident reporting process shall ensure that disclosures are made consistent with these requirements. As used in this paragraph, the term PII references only PII covered by this clause.

(e) Additional Contractor Responsibilities When There Is a Suspected or Confirmed Breach.

(1) The Contractor shall have a formal security/PII breach or incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII breach or incident. The plan shall designate who within the Contractor's organization has responsibility for reporting the PII breach or incident to the agency.

(2) In the event of a PII breach or incident, the Contractor shall take immediate steps to address consequential security issues that have been identified, including steps to minimize further security risks to those individuals whose personal information was lost, compromised, or potentially compromised.

(3) The Contractor shall confer with SSA personnel in reviewing the actions the Contractor has taken and plans to take in dealing with the breach or incident. Additionally, the Contractor shall provide any documentation requested by SSA.

(4) The Contractor shall bear the cost for any data breach or incident: (1) occurring outside of SSA-controlled facilities, systems, or environments when the affected PII was in the possession or control of the Contractor or its employees, agents, or representatives; or (2) resulting from the Contractor or its employees, agents, or representatives' failure to properly safeguard PII or facilities, systems, or other environments containing PII in accordance with this contract's requirements. In addition, as SSA requires, the Contractor shall be responsible for or shall assist SSA in taking preventative and remedial actions that SSA determines are necessary to address such a breach or incident. Preventative and remedial actions may include notification to

individuals potentially affected by the breach and other countermeasures to mitigate the risk of harm or to protect PII (e.g., operating call centers and providing resources for potentially affected individuals). SSA will notify the Contractor when SSA determines that preventative or remedial action(s) are necessary and instruct the Contractor on whether the action(s) will be effectuated by the Contractor or SSA. SSA may choose to effectuate the action(s) at the agency's discretion. The Contractor shall be responsible for the cost of all preventative or remedial action(s), including those actions effectuated by SSA, resulting from the breaches and incidents covered by this paragraph. Note: Nothing in this paragraph affects the Contractor's obligations in paragraph (e)(2) above to take immediate steps to address identified security issues.

(f) Subcontractor(s).

(1) The Contractor shall include this clause in all resulting subcontracts whenever there is any indication that the subcontractor(s) and their employees, or successor subcontractor(s) and their employees, will or may handle PII. When this clause is included in a subcontract, all references to "Contractor" in paragraphs (a) through (e) and (h) shall be read to apply to the subcontractor(s).

(2) The Contractor shall take appropriate and necessary action to ensure its subcontractor(s) and their employees, or any successor subcontractor(s) and their employees, comply with this clause.

(3) *Notification of Subcontractor Handling of PII.* If the Contractor engages a subcontractor under this contract whose employee(s) will actually or potentially handle PII, the Contractor shall do the following:

(i) Notify the SSA COR-COTR and the Contracting Officer of this arrangement in advance of providing access to PII, providing the subcontractor name(s) and address(es) and, upon request, a description of the nature of the PII to which the employee(s) will actually or potentially be given/have access (e.g., phone numbers, SSN); and

(ii) Provide the agency's COR-COTR the names of the subcontractor employee(s) who will actually or potentially be assigned and/or have access to the PII. The Contractor may satisfy this requirement when submitting the name(s) of the subcontractor employee(s) to the agency's COR-COTR for the requisite security background check described in paragraph (g), below.

(g) *Security & Suitability Requirements Clause.* For each Contractor employee handling PII, the Contractor shall fulfill the requirements of the Security & Suitability Requirements Clause, found elsewhere in this contract, to ensure that any such individual has the appropriate background checks.

(h) The Contractor shall permit the agency to conduct security reviews and inspections to ensure that the Contractor maintains adequate safeguards and security measures for PII in accordance with the terms of this contract. At SSA's request, the Contractor shall grant SSA,

and its auditors, access to all systems, facilities, equipment, locations, and other environments that create, collect, use, process, store, maintain, disseminate, disclose, or dispose of PII for such reviews and inspections. The Contractor is not required to provide SSA access to parts of those systems, facilities, equipment, locations, and other environments that are not impacted by such reviews and inspections.

(End of clause)

C3-6 2352.224-2B Worksheet for Reporting a Loss or a Suspected Loss of Personally Identifiable Information (PII) (MAY 2019)

INSTRUCTIONS

The purpose of this worksheet is to assist individuals, entities (including contractors), or agencies who lose or suspect the loss of Social Security Administration (SSA) PII. (See Note number 1, below.) This worksheet should be used as an information-gathering tool to quickly organize and report to SSA the needed information about the loss or suspected loss. However, **do not include PII specific to the loss on this worksheet.**

Employees and individuals should not wait until confirmation of loss occurred before reporting. Both confirmed and suspected losses should be timely reported. A delay may undermine the agency's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

All PII losses, suspected or confirmed, should be reported within one (1) hour of discovery using the online [PII Loss Reporting Tool](#) (see Note number 2, below) or by calling SSA's National Network Service Center (NNSC) at 1-877-697-4889.

Notes:

1. PII is information that can be used to distinguish or trace an individual's identity, either along or when combined with other information that is linked or linkable to a specific individual (e.g., name, date of birth, Social Security number).
2. The "PII Loss Reporting Tool" is located on the SSA Intranet and may not be accessible to all contractors.

Basic Information for the Contractor for Reporting PII Loss (Suspected or Confirmed):

a. Your primary agency contact for reporting PII breach incidents. This is: Joy Wahlmann, Email: Joy.R.Wahlmann@ssa.gov

b. The alternates to this primary contact. They are as follows:

First Alternate: Jen Mitchell, Email: Jen.Mitchell@ssa.gov

Second Alternate: Bharathi Iyer, Email: Bharathi.Iyer@ssa.gov

- c. The contract number: 28321319D00060024
- d. Agency/Entity/Office (see Item #1 of the worksheet): Deputy Commissioner for Operations

1. Information about the individual making the report:

Name:

Position:

Agency/Entity/Office:

Work Email Address:

Work Phone Number:

Date of Report to SSA:

2. Is the individual, who was in possession of the data or to whom the data was assigned, different from the person making the report (as listed in #1)?

Same as person making the report? ☐ Yes ☐ No

If no, complete the following for the individual who was in possession/assigned the data:

Name:

Position:

Agency/Entity/Office:

Work Email Address:

Work Phone Number:

3. Circumstances of the breach:

Is the incident a result of robbery or theft? ☐ Yes ☐ No

Did the incident include equipment? ☐ Yes ☐ No

Full description of how the incident occurred:

Date/Time of Incident:

4. Information about the data that was lost/stolen:

Describe what was lost or stolen:

Did the incident occur while teleworking or performing duties at (or traveling to/from an alternative worksite?

Estimated number of individuals affected:

What elements of PII did the data contain?

- | | |
|---|--|
| <input type="checkbox"/> Name | <input type="checkbox"/> Bank Account Information |
| <input type="checkbox"/> Social Security number | <input type="checkbox"/> Medical/Health Information |
| <input type="checkbox"/> Date of Birth | <input type="checkbox"/> Benefit Payment Information |
| <input type="checkbox"/> Place of Birth | <input type="checkbox"/> Mother's Maiden Name |
| <input type="checkbox"/> Address | <input type="checkbox"/> Medicare Beneficiary Identifier |
| <input type="checkbox"/> Other (describe): | |

Are you able to identify the individual(s) whose information was compromised?

- ☐ Yes ☐ No

5. How was the data physically stored, packaged and/or contained? If electronic, check the appropriate response below:

- | | |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Laptop | <input type="checkbox"/> Workstation |
| <input type="checkbox"/> Hard Drive | <input type="checkbox"/> CD/DVD |
| <input type="checkbox"/> USB Drive | <input type="checkbox"/> Tablet |
| <input type="checkbox"/> Server | <input type="checkbox"/> Cloud |

☐ Cell Phone/Black Berry

Phone Number:

Hardware Make/Model:

Hardware Serial Number:

☐ Email

☐ Other (describe):

Was the device encrypted?

☐ Yes

☐ No

Was the device password protected?

☐ Yes

☐ No

Was a VPN SmartCard lost?

☐ Yes

☐ No

6. Others contacted and reports filed about the breach: (Include Deputy Commissioner level, agency level, regional/associate level component names)

Federal Protective Service Report:

☐ Yes

☐ No

Local Police Report:

☐ Yes

☐ No

AIRS Incident Reporting Form:

☐ Yes

☐ No

SSA-342:

☐ Yes

☐ No

Other:

Have other SSA components been contacted?

☐ Yes

☐ No

If so, please list other contacted SSA components (including the OIG):

Media Interest:

☐ Yes

☐ No

Congressional Interest:

☐ Yes

☐ No

Actions Taken:

Other Information:

(End of clause)

C3-7 2352.232-1 Invoice Submission and Payment Related Information (DEC 2018)

(a) The invoice shall include all elements of a proper invoice as defined in the invoice or payment clause used in this award and any other information required below or in any other contract clause. To assist the Government in making timely payments, include the contractor's Taxpayers Identification Number, Data Universal Numbering System number, contract, and the order number, if any, on each invoice.

(b) Email communication is the preferred method of submission for invoices and public vouchers. If the invoice cannot be emailed, submit it via regular mail or by hand carrying it to the Office of Travel and Administrative Payment Services at the address below.

(c) If submitting electronically:

Submit the invoice as an attachment to an email message (the preference is one attached invoice as a .pdf file per email) to otaps.daps.invoices@ssa.gov.

(d) If submitting by mail, send to:

Social Security Administration
Office of Travel and Administrative Payment Services
Post Office Box 47
Baltimore, Maryland 21235-0047

(e) If hand carried, deliver to:

Social Security Administration
Office of Travel and Administrative Payment Services
2310 East Low Rise Building
6401 Security Boulevard
Baltimore, Maryland 21235-0047

(f) The telephone number of the administrative payments customer service help desk is (410) 965-0607.

(g) The Government will make payment to the contractor using the Electronic Funds Transfer (EFT) information contained in the System for Award Management (SAM) database (<https://www.sam.gov/SAM/>). In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the SAM database. The EFT information submitted must be that of the contractor unless there is an official Notice of Assignment on file with the Office of Travel and Administrative Payment Services.

(h) Remittance information associated with EFT payments is available via the Invoice Processing Platform (IPP) on the Department of Treasury's Internet site at <http://www.ipp.gov>. After

registering in IPP for Treasury payment status, email OTAPS.Vendor.Maintenance@ssa.gov and the SSA vendor maintenance team will flag the vendor to start receiving Treasury payment information in IPP (this process may take several business days).

(i) The contractor may also direct payment inquiries to SSA's Office of Travel and Administrative Payments by:

(1) Using the Financial Interactive Voice Response System (FIVR) (<http://www.ssa.gov/vendor/fivr.htm>). FIVR is an automated self-service telephone system available 24 hours a day that allows direct electronic access to administrative payment information using the telephone keypad. The contractor can access FIVR by calling (410) 965-0607. The services available through FIVR are available through a Telecommunications Device for the Deaf line at 410-597-1395. Customer Service Representatives are available to answer vendor payment inquiries Monday - Friday, between 8 a.m. and 4:30 p.m., Eastern Standard Time.

(2) Sending an email to payment.inquiries@ssa.gov, or visiting the internet site at <http://www.socialsecurity.gov/vendor/contact.htm>. The contractor can also access the IPP system through a link on this site.

(j) Small businesses may obtain assistance from SSA's Office of Small and Disadvantaged Business Utilization (OSDBU) Director to obtain payments, required late payment interest penalties, or information regarding payments due to such concerns. Send emails to smallbusiness@ssa.gov or visit the OSDBU website at <https://www.ssa.gov/agency/osdbu/>.

(End of clause)

C3-8 2352.242-1 Post Award Evaluation of Contractor Performance (April 2015)

(a) Contractor Performance Evaluations: Interim and final contractor performance evaluations shall be prepared in the Department of Defense's Contractor Performance Assessment Reporting System (CPARS) per Federal Acquisition Regulation Subpart 42.15 and the CPARS user manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(b) An interim contractor performance evaluation is prepared and completed as determined by the contracting officer (known as the assessing official in CPARS).

The final performance evaluation is prepared and completed within 120 days after completion of the contract, purchase order, delivery order or task order, or Blanket Purchase Agreement call order over the simplified acquisition threshold. Complete details on the business steps associated with the CPARS process is at FAR Subpart 42.15 and the CPARS User Manual at www.cpars.gov/cparsfiles/pdfs/CPARS_User_Manual.pdf.

(c) Electronic Access to Contractor Performance Evaluations:

(1) The Contractor shall designate a performance evaluation review representative (PERR) (known as the contractor representative in CPARS) in paragraph (d) below who will be responsible for reviewing the contractor's interim and final performance evaluation assessments

completed by the Government before the assessments are finalized in CPARS. The Contractor is responsible for keeping its PERR information in paragraph (d) current with the contracting officer throughout the life of this contract. Only the PERR may access, review, and comment on the contractor's performance evaluations in CPARS prior to finalization.

(2) The agency Focal Point (FP) or Alternate FP, are the only individuals who can grant CPARS access to the PERR.

(3) Once award is made, the agency FP or Alternate FP will grant access to the PERR. The PERR will receive a system-generated email when: access has been granted to CPARS; and there is a performance evaluation assessment to review. Only the PERR receiving the email has access to the assessment.

(4) The CPARS website is www.cpars.gov. The website provides a drop down menu for "FAQs" and "Guidance," where the PERR can obtain a CPARS User Manual. New PERRs can access on-line training at the drop down tab for "Training."

(d) Contractor's Designated Performance Evaluation Review Representative (PERR) (known as the contractor representative in CPARS)

Name: Tuppence Macintyre

Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012

Phone: (213) 257-2777

E-mail: TMacintyre@da.lacounty.gov

UserID (complete if the PERR is an existing CPARS user): TMACIN

C3-9 2352.242-2 Designation of Contracting Officer's Representative (COR)-Contracting Officer's Technical Representative (COTR) and COR-Alternate COTR (ACOTR) (OCT 2015)

(a) The following Contracting Officer's Representative (COR-COTR) and COR-Alternate COTR (ACOTR) will represent the Government for the purpose of this award:

COR-COTR Name: Joy Wahlmann

Title: Management and Program Analyst; San Francisco Region CDI Coordinator

Address: 8505 Aero Drive, San Diego, CA 92123

Telephone: (866) 331-6397, Ext. 17537

Email: Joy.R.Wahlmann@ssa.gov

COR-ACOTR Name: Not Applicable

Title:

Address:

Telephone:

Email:

(b) The COR-COTR or COR-ACOTR may not re-delegate the authority outlined in this clause, or the authority specified within their COR-COTR designation letters.

(c) The COR-COTR is responsible for the following general duties:

(1) Monitoring the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer (CO) changes in requirements;

(2) Interpreting the statement of work (SOW), statement of objective (SOO), or performance work statement (PWS), and any other technical performance requirements;

(3) Performing technical evaluation of requirements as required;

(4) Performing technical inspections and acceptances required by this award;

(5) Assisting in the resolution of technical problems encountered during performance;

(6) Certifying invoices or vouchers for payment by confirming the receipt of goods and/or services at the contracted price/costs; and

(7) Initiating a Contractor Performance Assessment Report (CPAR) within 30 days after electronic notification that a CPAR is required.

(d) The COR- ACOTR is responsible for carrying out the duties of the COR-COTR only in the event the COR-COTR can no longer perform his or her duties as assigned, or is unavailable.

(e) The COR-COTR, COR- ACOTR, and COR-Task Manager (COR-TM) (if applicable) are the only Government employees authorized by the CO to perform certain functions of the award. The COR-COTR and COR-ACOTR are authorized to perform the functions listed above, and may provide the technical direction described below. However, if the award calls for the designation of a COR-TM, see Section [*Not Applicable*] for the authority, responsibilities, and limitations of the COR-TM at the task level.

(f) The CO is the only person with authority to act as agent of the Government under this award. Only the CO has authority to:

(1) Direct or negotiate any changes in the SOW, SOO, or PWS;

(2) Modify or extend the period of performance;

(3) Change the delivery schedule;

(4) Authorize reimbursement to the Contractor for any costs incurred during the performance of this award; or

(5) Otherwise, change any terms and conditions of this award.

(g) At any time during performance of this award, the CO may unilaterally remove or replace the COR-COTR or COR-ACOTR.

(h) The CO will provide written notice, transmitted electronically as an attachment to an email, or through standard mail carrier, to the contractor, of such designation, or any change thereto,

within a reasonable amount of time after award, or after notification of a change is necessary. The designation letter sets forth the specific authorities, responsibilities, and limitations of the COR-COTR, or COR-ACOTR) under this award.

(i) Performance of work under this award shall be subject to the technical direction of the COR-COTR. The term “technical direction” is defined to include, without limitation (except as specified in the COR-COTR designation letter), the following:

(1) Directions to the Contractor, on other than firm-fixed-price contracts, which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual SOW;

(2) Provisions of information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description;

(3) Review and, where required by the award, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the award.

(j) Technical direction must be within the general scope of the SOW, SOO, or PWS stated in Section B of this award. The COR-COTR does not have the authority to and may not issue any technical direction that affects price, quality, quantity, delivery, or other terms and conditions of the award.

(k) The COR-COTR shall issue all technical direction in writing or shall confirm in writing, within five working days after issuance, technical direction issued verbally.

(l) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR-COTR in the manner prescribed by this clause and within the COR-COTR’s authority under the provisions of this clause.

(m) If, in the opinion of the Contractor, any instruction or direction issued by the COR-COTR falls outside the authority of the COR-COTR, the Contractor shall not proceed. In this case, the Contractor shall notify the CO or designated Contract Specialist in writing, within five working days after receipt of any such instruction or direction and shall request the CO modify the award accordingly. Upon receiving such notification from the Contractor, the CO shall issue an appropriate modification to the award, or advise the Contractor, in writing, that, the technical direction is within the scope of this clause and does not constitute a change under the “Changes” clause of this award. The Contractor shall proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the action to be taken with respect thereto, shall be subject to the “disputes” clause of the award.

(End of clause)

C3-10 2352.242-5 Contractor's Administrator (SEP 2013)

The contractor's representative responsible for handling contract administration is:

Name: Tuppence Macintyre

Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012

Phone: (213) 257-2777

E-mail: TMacinty@da.lacounty.gov

(End of clause)

SECTION C4 - Administrative Matters

C4-1 Designation of Contractor's Project Manager/Contract Coordinator

The contractor's primary point of contact serving as the Project Manager/Contract Coordinator for this contract is:

Name & Title: Tuppence Macintyre, Special Assistant, DA
Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012
Telephone Number: (213) 257-2777
Email Address: TMacinty@da.lacounty.gov

C4-2 Period of Performance

The period of performance for this contract shall be for an eight-month base period and four (4) one-year options. The total duration of this contract is sixty-two (62) months if all options, including the option to extend services are exercised:

Base Period:	August 1, 2019 through March 31, 2020
Option Year 1:	April 1, 2020 through March 31, 2021
Option Year 2:	April 1, 2021 through March 31, 2022
Option Year 3:	April 1, 2022 through March 31, 2023
Option Year 4:	April 1, 2023 through March 31, 2024
Option to Extend Services:	Shall not exceed six months.

C4-3 Designation of Government Contracting Personnel

Angela Lee, Contract Specialist, Division of Western Regional Contracts, has been assigned to administer this contract. Changes in the Scope of Work, contract cost, price, quantity, quality, or delivery schedule shall be made only by a Contracting Officer by a properly executed modification. All correspondence that in any way concerns the terms or conditions of this contract must be submitted directly to the following address:

Social Security Administration/OAG
Attn: Angela Lee
26 Federal Plaza, Room 4040
New York, NY 10278

Telephone Number: (212) 264-3529
Email Address: Angela.Lee@ssa.gov

(End of clause)

C4-4 Authorized Ordering Officials

The following individuals are authorized to issue delivery orders against this contract:

POSITION	AUTHORITY/ORDERING LIMITS
----------	---------------------------

Contracting Officers
Office of Acquisition & Grants

Various, up to signature authority

Ordering officials are authorized to negotiate prices and issue orders for non scheduled items or services for a delivery order. Nonscheduled items or services are those that are not specifically listed in Section A--Supplies or Services and Prices/Costs, but are incidental to and within the general scope of work or having the same general characteristics of a scheduled item or service. Labor rates for orders issued under this contract shall be consistent with those set forth in Section A of this contract.

SECTION D - Contract Documents, Exhibits and/or Attachments

Attachment Number	Title	Date
1	Attachment 1 – Form USM-3A, Application for Special Deputation / Sponsoring Federal Agency Information	06/01/2016



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>

FESIA A. DAVENPORT
Acting 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 22, 2020

To: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

From: Fesia A. Davenport
Acting Chief Executive Officer

2019-2020 LOS ANGELES CIVIL GRAND JURY FINAL REPORT

Attached are responses to the 2019-2020 Civil Grand Jury Final Report. We are responding to specific recommendations dealing with the following sections:

- A Diet for Landfills: Cutting Down on Food Waste
- Bail Reform in the County of Los Angeles
- Can Technology Eliminate Police Pursuits?
- DNA 4 Those Forgotten
- Free at Last
- Hashtag: Our Kids Matter
- Home Sweet Home
- Hospitals on Ventilators
- LA-HOP (Los Angeles Homeless Outreach Portal)
- In Remembrance of Those Who Walked Amongst Us
- Nursing Homes: Only the Strong Survive
- Children: Not for Sale
- Detention Committee

Attachment A represents the Acting Chief Executive Officer's responses; Attachments B through N represent the departments' responses; and Attachment O represents a matrix of the questions and responses from each department.

Each Supervisor
September 22, 2020
Page 2

If you have any questions regarding our responses, please contact me, or your staff may contact Cheri Thomas, by phone at (213) 974-1326 or by email at cthomas@ceo.lacounty.gov.

FAD:JMN:TJM
CT:ma

Attachments

c: Executive Office, Board of Supervisors
 County Counsel
 District Attorney
 Sheriff
 Children and Family Services
 Fire
 Health Services
 Internal Services
 Medical Examiner-Coroner
 Mental Health
 Parks and Recreation
 Probation
 Public Health
 Public Works
 Los Angeles Homeless Services Authority



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>

FESIA A. DAVENPORT
Acting Chief Executive Officer

September 29, 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:

RESPONSES TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

Approval of the Los Angeles County (County) responses to the findings and recommendations of the 2019-2020 Los Angeles County Civil Grand Jury (CGJ) Final Report, and the transmittal of responses to the CGJ, as well as the Superior Court, upon approval by the County Board of Supervisors (Board).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the responses to the findings and recommendations of the 2019-2020 Los Angeles County Civil Grand Jury Final Report that pertain to County government matters under the control of the Board.
2. Instruct the Executive Officer of the Board of Supervisors to transmit copies of this report to the Civil Grand Jury, upon approval by the Board.
3. Instruct the Executive Officer of the Board of Supervisors to file a copy of this report with the Superior Court, upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 933 (b) of the California Penal Code establishes that the county boards of supervisors shall comment on grand jury findings and recommendations which pertain to county government matters under control of those boards.

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

On July 31, 2020, the 2019-2020 Civil Grand Jury released its Final Report containing findings and recommendations directed to various County and non-County agencies. County department heads have reported back on the Civil Grand Jury recommendations, and these responses are attached as the County's official response to the 2019-2020 Civil Grand Jury Final Report.

Recommendations that make reference to non-County agencies have been referred directly by the Civil Grand Jury to those entities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendations and responses are consistent with all three of the County Strategic Plan Goals.

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 agencies supporting vibrant communities.

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 advancing the common good.

FISCAL IMPACT/FINANCING

Any additional costs will be considered in the appropriate budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Certain Civil Grand Jury recommendations require additional financing resources. Departments will assess the need for additional funding during the 2020-21 budget cycle and beyond, as appropriate.

The Honorable Board of Supervisors
9/29/20
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ENVIRONMENTAL DOCUMENTATION

N/A

CONTRACTING PROCESS

N/A

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

Respectfully submitted,

FESIA A. DAVENPORT
Acting Chief Executive Officer

FAD:JMN:TJM
CT:ma

Attachments

c: Executive Office, Board of Supervisors
 County Counsel
 District Attorney
 Sheriff
 Children and Family Services
 Fire
 Health Services
 Internal Services
 Medical Examiner-Coroner
 Mental Health
 Parks and Recreation
 Probation
 Public Health
 Public Works
 Los Angeles Homeless Services Authority

Attachment A

Chief Executive Office

DRAFT

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.1

Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations, such as the Los Angeles Community Garden Council or landscaping companies for composting.

RESPONSE

Partially agree. This recommendation requires further analysis. The Board of Supervisors (Board) defers to the Department of Public Works' (DPW) response for details on the analysis.

RECOMMENDATION NO. 1.2

County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The Board defers to DPW's response for additional information on the implementation.

RECOMMENDATION NO. 1.3

County and City officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's *Foodscraps* program and can save several hundred dollars a month off their trash collection fee.

RESPONSE

Disagree. This recommendation will not be implemented. The more immediate challenge to implementing large scale food recycling, which is noted in the Civil Grand Jury report, is the need to scale up collection and processing infrastructure. Until this infrastructure is in place, it would not be an appropriate use of limited financial resources to incentivize residents to separate food waste at this time.

RECOMMENDATION NO. 1.4

County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.

RESPONSE

Disagree. This recommendation will not be implemented as it is premature. As noted above, the most immediate challenge to implementing large scale food recycling is the lack of adequate collection and processing infrastructure. Until this infrastructure is in place along with its related employment opportunities, it would not be an appropriate use of limited financial resources to invest in training a workforce to support the operation and maintenance of the infrastructure that does not yet exist. In addition, the Board notes that the OurCounty Sustainability Plan (OurCounty Plan) provides a hierarchy for waste management that prioritizes investments in source reduction and improving recycling over the use of these types of technologies.

RECOMMENDATION NO. 1.5

County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.

RESPONSE

Partially agree. This recommendation will not be implemented. While the Board agrees that this could be a good program in principle, we defer to the Sheriff's Department which has jurisdiction over the facility. It is noted, however, that due to the restrictions implemented as a result of the COVID-19 pandemic, it may not be feasible to move forward with such a program at this time.

RECOMMENDATION NO. 1.6

The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation has been implemented. Since this recommendation is specifically directed to the Department of Public Health (DPH), the Board defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 128 in the OurCounty Sustainability Plan (OurCounty Plan) which directs that the County "enhance and expand the County's existing Food DROP food donation and redistribution program..."

RECOMMENDATION NO. 1.7

The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation will not be implemented. Since this recommendation is specifically directed to DPH, the Board defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 121 in the OurCounty Plan, which directs that the County "promote and communicate source separation, organic waste collection requirements, food waste reduction and donation, local organic waste recycling programs, and conduct targeted, sector-based educational campaigns."

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Particularly at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

Partially disagree. This recommendation will not be implemented. The Board defers to the response from DPH.

RECOMMENDATION NO. 1.9

The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area and in the dining room.

RESPONSE

Agree. This recommendation will be implemented. The Chief Executive Office will work with Public Works to develop resource management plans to reduce waste and set up recycling programs, including for organics. Waste haulers that provide waste collection services to County facilities will be required by the terms of their agreements to provide mandatory organic waste collection services to all County facilities by January 1, 2022. New contract language requiring that food service providers at the Hall of Administration institute procedures to separate food waste (in both the food prep area and the dining area) will be added the next time these agreements are amended or new agreements are executed.

RECOMMENDATION NO. 1.14

Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The Board defers to DPW's response for additional information on the implementation since they produced the referenced plan as well as the recently released *Roadmap to a Sustainable Waste Future*, which incorporates and updates the referenced plan.

In addition, the County is a strong advocate of increasing capacity for organic waste processing. This is reflected in the targets for Strategy 9D from the Sustainability Plan, which calls for increasing organic waste processing capacity by 20 percent, 30 percent, and 45 percent by 2025, 2035, and 2045, respectively. Earlier this year, the County also co-sponsored AB 2612 (Maienschein) which would annually allocate \$200 million from the Greenhouse Gas Reduction Fund for development of traditional and organics recycling infrastructure. As a result of the COVID-19 emergency, the bill is currently on hold; however, it may be reintroduced in 2021.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR CAN TECHNOLOGY ELIMINATE POLICE PURSUITS?

RECOMMENDATION NO. 3.1

LASD will not pursue vehicles reported stolen that are equipped with vehicle recovery systems.

RESPONSE

Partially agree. This recommendation will be implemented per the Sheriff's response. The Board defers to the Los Angeles Sheriff Department's (LASD) response for program implementation details.

RECOMMENDATION NO. 3.3

LASD shall update currently Spike Strip used and logistically equip some patrol vehicles with safer "Nighthawk Remote Tire Deflation Device©."

RESPONSE

Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in the third quarter of Fiscal Year 2020-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 3.5

LASD should hire an additional air crew, which means eight more staff to man a third helicopter on patrol, in the Lancaster/Palmdale area.

RESPONSE

Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in the third quarter of Fiscal Year 2020-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 3.6

LASD replacement of helicopters needed as the Eurocopters AS-350 has reached its life expectancy.

RESPONSE

Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in Fiscal Year 2020-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 3.8

LASD confirm that all law enforcement officers have maintained the mandated CPT1 and CPT2 courses.

RESPONSE

Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in the third quarter of Fiscal Year 2020-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 3.10

LASD follow the lead of the LAPD and implement the use of the BolaWrap 100 restrain technology.

RESPONSE

Disagree. This recommendation will not be implemented per the Sheriff's response. The Board defers to the LASD's response.

DRAFT

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR DNA 4 THOSE FORGOTTEN

RECOMMENDATION NO. 5.1

The Los Angeles County Board of Supervisors provide funds to the Department of Children and Family Services to facilitate DNA testing of children in foster care at the time of detainment into protective custody.

RESPONSE

Disagree. This recommendation will not be implemented. In agreement with the Department of Children and Family Services (DCFS), the Board does not support DNA testing of children at the time of detainment into protective custody. DCFS has detailed legal concerns on obtaining DNA without consent from children/parents. From the DCFS response:

DNA may not be collected from a person absent consent of the person from whom the DNA is to be taken, absent a court-ordered warrant based on probable cause, or an exception to the warrant requirement. Children, given their minor status, are not legally allowed to consent to such collection, thus, consent by the parents—or individual who has the power to consent for the child—or a court order authorizing the collection of the DNA must be obtained.

RECOMMENDATION NO. 5.2

The Los Angeles County Board of Supervisors explore the terms of a contract with Ancestry.com in locating blood relatives.

RESPONSE

Disagree. This recommendation will not be implemented. In agreement with DCFS, the Board does not support exploring a contract with Ancestry.com in locating blood relatives due to the legal concerns about taking DNA samples from children and the potential liability of using a DNA profiling service and possible errors.

In addition, DCFS has a robust family finding program, Permanency Partners Program (P3). This program is comprised of retired and part-time social workers that work with case. DCFS is also working to expand their Upfront Family Finding program, which works aggressively to locate and engage with relatives at the time of detention.

RECOMMENDATION NO. 5.3

The Los Angeles County Board of Supervisors work with the Department of Children and Family Services to include DNA availability for children who are beginning the transition from protective care to independent living. This would augment the current County familial location success rates.

RESPONSE

Disagree. This recommendation will not be implemented. In agreement with DCFS, the Board does not support facilitating DNA availability through its services for youth transitioning to independent living. DCFS has legal concerns about establishing such a practice. The department will instead continue to expand their family finding efforts for all children/youth in its care.

DRAFT

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR FREE AT LAST

RECOMMENDATION NO. 6.2

Provide information inside the lobby about rehabilitative classes and training through signage regarding the services provided at the ROC.

RESPONSE

Agree. The recommendation has been implemented. The Board defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.3

The County should include robust post-release educational opportunities and incentives to encourage those under supervision to continue with their education.

RESPONSE

Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The Board defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.4

Ensure supportive services are provided to meet the needs of the participants, e.g., in areas of housing, transportation, clothing, employment, and education

RESPONSE

Agree. This recommendation has been implemented. The Board defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.5

INVEST has been funded for a two-year period, and we recommend that funding be continued beyond the successful completion of the initial pilot program.

RESPONSE

Agree. This recommendation requires further analysis to determine the impact on the Probation Department's operations based on the additional County funding required to accomplish this recommendation. The Board defers to the Probation Department's response for further information.

RECOMMENDATION NO. 6.6

INVEST clients need additional access to community college training programs.

RESPONSE

Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The Board defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.7

In-depth training was requested by senior staff regarding the availability of job training and employment programs, and we concur that it should be provided.

RESPONSE

Agree. This recommendation is in the process of being implemented. The Board defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.8

Provide Five Keys programs to inmates with an emphasis on continuing their education upon release.

RESPONSE

Disagree. This recommendation will not be implemented as the Probation Department has no jurisdiction over inmates in custody. The recommendation should be referred to the Sheriff's Department.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HOME SWEET HOME

RECOMMENDATION NO. 8.1

Streamline and standardize zoning laws and municipal codes across all municipalities in the County. As part of the process, allow for more flexibility in increasing affordable housing options.

RESPONSE

Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Board policy specifically states to "oppose any abridgement or elimination of the Board of Supervisors' powers and duties" and "oppose legislation that infringes upon county board of supervisors' local land use decision-making." Additionally, the County Department of Regional Planning (Regional Planning) only has jurisdiction over the Unincorporated Area of the County. However, the Board, in their recent approvals of housing ordinances and in the Board Legislative Agenda, does support flexibility in increasing affordable housing options in the Unincorporated Area of the County.

RECOMMENDATION NO. 8.3

Reduce, standardize, and clearly document (make transparent) developer fees across all municipalities within the County. This includes publishing the fees associated with every project.

RESPONSE

Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Additionally, Regional Planning only has jurisdiction over the Unincorporated Area of the County.

RECOMMENDATION NO. 8.5

Support replacing the current State Housing Element law with a model that states that 10 percent of housing stock in all municipalities must be income-restricted (low-income). A city is considered out of compliance if less than 10 percent of their housing stock is income-restricted. And, if a city is out of compliance, developers can bypass many local reviews when building low-income housing.

RESPONSE

Disagree. This recommendation will not be implemented. Existing Board policy supports local control. Further, the Board's Legislative Agenda does not include any policies regarding reforming the State's Housing Element law. Furthermore, the recommendation would result in local jurisdictions planning for significantly less affordable housing than under the current Housing Element Law. Additionally, Regional Planning only has jurisdiction over the Unincorporated Area of the County.

RECOMMENDATION NO. 8.8

Increase the percentage of Measure H funds for housing vouchers to those who are severely rent-burdened and to adequately subsidize Board and Care homes.

RESPONSE

Disagree. This recommendation will not be implemented. The CEO Homeless Initiative (HI) disagrees with the Committee's recommendation. Measure H funds are not currently used to pay for vouchers for severely rent burdened individuals and families or to subsidize Board and Care homes. Due to the limited amount of Measure H revenue, any funds diverted to vouchers for the recommended uses would result in curtailments of existing critical services/rental subsidies for families and individuals who are literally living on the streets. The CEO-HI continues to work with homeless and affordable housing advocates and stakeholders in addressing the important needs of very low-income renters and vulnerable clients in Board and Care homes; however, Measure H is not the appropriate funding source for the Committee's recommendation.

RECOMMENDATION NO. 8.9

Employ additional resources to create greater access for unsheltered individuals in the City and County of Los Angeles to showers and hygiene provisions.

RESPONSE

Agree. This recommendation has been implemented. The Committee recommends providing more showers for homeless individuals based on its determination that, outside of showers provided through the City of Los Angeles, only two other locations provide about 140 showers per week in total. This is based on outdated and incorrect information. The Shower of Hope operates at more than 20 locations throughout the County, providing showers every day to unsheltered individuals. In addition, San Fernando Rescue Mission offers showers four times a week, at different locations each time. Moreover, the County provided Measure H funding to the Los Angeles Homeless Services Authority (LAHSA) to purchase two additional shower trailers and conduct an RFP to find operators for the trailers. The selected providers will commence services in October 2020. While there are certainly more shower services available than the Committee indicates, there is an even greater need for such facilities. Nonetheless, given resource constraints, CEO-HI believes that the current allocation of funds for this program is appropriate.

RECOMMENDATION NO. 8.10

Provide additional public toilets in the City and County of Los Angeles (the UN standard recommends 2000 toilets Countywide).

RESPONSE

Agree. The implementation of this recommendation will be pursued as the CEO-HI recognizes the need for more public toilets, but the recommended option of the "Portland Loo," which costs \$90,000 per toilet, would seriously strain existing resources and result in far fewer people being permanently housed. To provide the number of toilets recommended by the Committee would cost nearly \$180 million. The Portland Loo model is constructed in a way that may reduce the need for security at public toilet locations, which is an important consideration. At the existing four locations where the County and Flood Control District have placed toilets for people experiencing homelessness (in response to the Hepatitis A outbreak that occurred in 2018), the toilets are monitored by security guards, which vastly increases the costs of the toilets. Nonetheless, the Portland Loo option is still extremely costly. The CEO-HI will pursue other options prior to expending resources that are desperately needed to house people. This could include partnerships with cities and private businesses to increase access to existing toilet facilities.

Additionally, the County notes that sanitation is a municipal responsibility; as a result, any County role around providing toilets is limited to the unincorporated areas and the Flood Control District.

RECOMMENDATION NO. 8.11

Build USC Pods in vacant lots owned by the County and City of Los Angeles.

RESPONSE

Agree. This specific recommendation will not be implemented but efforts to the meet the Committee's intended goal of using innovative housing solutions have been and will continue to be pursued. In fact, in 2018, the CEO-HI launched a \$ 5 million Housing Innovation Challenge, to solicit creative, scalable permanent housing solutions for those experiencing homelessness. Proposals could be innovative construction methods and/or financing mechanisms. Out of 53 total submissions, four \$1 million grants and one \$500,000 grant were awarded to proposals that could deliver permanent housing faster and more cost-effectively.

Additionally, the LAHSA issues regular Notices of Funding Availability (NOFAs) for permanent housing for people experiencing homelessness. The developers of the USC Pods could submit their proposal in response to these NOFAs.

RECOMMENDATION NO. 8.12

Build tiny homes in vacant lots owned by the County and City of Los Angeles.

RESPONSE

Agree. This specific recommendation will not be implemented but efforts to the meet the Committee's intended goal of using innovative housing solutions have been and will continue to be pursued. In fact, in 2018, the CEO-HI launched a \$ 5 million Housing Innovation Challenge, to solicit creative, scalable permanent housing solutions for those experiencing homelessness. Proposals could be innovative construction methods and/or financing mechanisms. Out of 53 total submissions, four \$1 million grants and one \$500,000 grant were awarded to proposals that could deliver permanent housing faster and more cost-effectively.

Additionally, the Los Angeles County Development Authority issues regular NOFAs for permanent housing for people experiencing homelessness. The developers of the tiny homes could submit their proposal in response to these NOFAs.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HOSPITALS ON VENTILATORS

RECOMMENDATION NO. 9.1

The Board of Supervisors, Department of Public Health, and Department of Health Services should undertake a complete review of current hospitals' (County, Public, and Private) ability to meet SCAG's County growth projections for the upcoming 20 years.

RESPONSE

Disagree as related to non-County facilities as the County does not have any authority over private hospitals located in the County. This recommendation will not be implemented.

RECOMMENDATION NO. 9.2

The Board of Supervisors and the Department of Health Services should assess how Measure B funds are being distributed, and look into whether Measure B, or any other funds, can be used to assist hospitals to upgrade infrastructure to meet seismic standards.⁶⁸ (Appendix 5)

RESPONSE

Agree. Implementation of this Recommendation is an ongoing process per the response provided by the Department of Health Services (DHS).

RECOMMENDATION NO. 9.3

The Board of Supervisors, EMS, and the Department of Health Services should consider the COVID-19 pandemic and ensure sufficient funding such that all medical facilities within the County have adequate supplies (masks, hand sanitizer, ICU ventilators, etc.) for any future crises.

RESPONSE

Agree. DHS indicates that implementation of this recommendation is ongoing, but it should be noted that each healthcare entity has an obligation to plan adequately for emergency preparedness as a shared responsibility.

RECOMMENDATION NO. 9.4

This Committee recommends that the Board of Supervisors, EMS, DHS, and the department of Public Health provide a report specifically outlining how Measure B funds are being used to update the Bioterrorism Preparedness Plan so that the County will always have enough medical equipment on hand to deal with global emergencies.

RESPONSE

Disagree. This recommendation will not be implemented. Measure B allows for use related to bioterrorism preparedness which is distinct and apart from response to infectious disease, such as the COVID-19 pandemic. The County continues to advocate through legislative avenues to seek out federal and State revenues to assist with COVID response.

RECOMMENDATION NO. 9.5

The Committee recommends that the County Measure B Advisory Board add a member position in order to have a representative from one of the 13 non-County hospitals, preferably the Chief Financial Officer from one of those hospitals. (Appendix 4)

RESPONSE

Disagree as this recommendation has already been met with current member representation as further described in DHS' response. This recommendation will not be implemented.

RECOMMENDATION NO. 9.6

The Board of Supervisors should disclose hospital risk to the public; appropriate disclosure should be displayed at primary entrances of SPC-1⁶⁹ building to inform the public and hospital staff about the earthquake risks posed by each building.

RESPONSE

Disagree. This recommendation will not be implemented. The County does not currently own or operate any hospital buildings that are under the SPC-1 category.

RECOMMENDATION NO. 9.7

The Board of Supervisors should develop a 10-year business plan for replacing hospital buildings closed due to the 2020 SPC-1 seismic retrofit mandate.

RESPONSE

Agree. This recommendation has been implemented. The County of Los Angeles has already completed the replacement of SPC-1 buildings for the Rancho Los Amigos National Rehabilitation Center in 2019. The County of Los Angeles does not currently own or operate any hospital buildings that are under the SPC-1 category.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR LA-HOP (LOS ANGELES HOMELESS OUTREACH PORTAL)

RECOMMENDATION NO. 10.1

Update procedures by these organizations to use LA-HOP to report homelessness:

- a. Los Angeles Police Department
- b. Los Angeles County Sheriff's Department
- c. Emergency Medical Services
- d. County Hospitals
- e. City and County Fire Departments
- f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.

RESPONSE

Agree. This recommendation will be implemented. The CEO Homeless Initiative (HI) will engage LAHSA, the agency that administers LA-HOP on behalf of the CEO-HI, to work on development of updated procedures to ensure a uniform approach across all entities for the use of LA-HOP.

RECOMMENDATION NO. 10.2

Increase exposure of LA-HOP to the general public by having LAHSA advertise via:

- a. Newspapers
- b. County Agency Publications
- c. Los Angeles City Publications
- d. Libraries
- e. County Events
- f. Houses of Worship Events
- g. Community Service Organizations
- h. Radio and Television Broadcasts
- i. Social Media
- j. Public Service Announcements
- k. Billboards

To encourage maximum usage of LA-HOP, the Committee recommends that LAHSA initiate an incentive program with the above-listed organizations. These incentives can be organizational achievement awards and/or monetary rewards.

RESPONSE

Disagree. This recommendation will not be implemented for the following reasons: 1) during the foreseeable future, increasing the exposure of LA-HOP is not recommended because the increased referrals would divert resources from proactive outreach that is critical during the COVID-19 pandemic, and 2) providing incentives to maximize usage of LA HOP is not an appropriate approach as it may encourage unnecessary filings based on reward/recognition over merit.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR IN REMEMBRANCE OF THOSE WHO WALKED AMONGST US

RECOMMENDATION NO. 11.1

The Department of Medical Examiner-Coroner to explore providing the additional option of a comfort animal for those waiting to interface with staff.

RESPONSE

Agree. This recommendation requires further analysis. The Board defers to the Medical Examiner-Coroner's response for further information on the analysis.

RECOMMENDATION NO. 11.2

The Department of Health Services and Medical Examiner-Coroner to hold the Ceremony for the Unclaimed Dead on a day where street parking is available by ensuring the ceremony is not scheduled at a day or time when street cleaning will be occurring, and vehicles are prohibited from parking on the street.

RESPONSE

Agree. This recommendation will be implemented. The Board defers to the Medical Examiner-Coroner's response for further information on the implementation.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR NURSING HOMES: ONLY THE STRONG SURVIVE

RECOMMENDATION NO. 13.1

The Committee recommends that the County contract with an outside independent auditor to conduct a review of the contract agreement between the HFID and the CDPH. This audit needs to specifically address the complaint process, which has strict guidelines.

RESPONSE

Disagree. This recommendation will not be implemented. A review of the contract between the County and the California Department of Public Health (CDPH) seems unnecessary. The current Health Facilities Inspection Division (HFID) contract was a product of intense negotiations between CDPH and the County DPH, and prior to Board approval, the contract was reviewed and approved by State and County attorneys.

RECOMMENDATION NO. 13.2

The Committee recommends that the HFID create and maintain a user-friendly database that includes all staffing and inspections information on each facility in Los Angeles County. This database should be available on the HFID website (<http://publichealth.lacounty.gov/hfd/>) and include the ability for the public to offer feedback and lodge formal complaints.

RESPONSE

Disagree. This recommendation will not be implemented. HFID is mandated to use a system developed and maintained by the federal government called the Automated Survey Processing Environment (ASPEN). Inspection information is already available for public viewing on the California Health Facilities Information Database (CalHealthFind) via the following link:
<https://www.cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx>

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR
CHILDREN: NOT FOR SALE

RECOMMENDATION NO. 14.3

Board of Supervisors hire two more attorneys so there is the opportunity for continuity for trafficking victims going to court.

RESPONSE

Partially agree. This recommendation requires further analysis to be completed by the Los Angeles County District Attorney's Office when feasible. Due to the current financial climate and budgetary issues, any recommendation of providing additional financial support will be made within the context of the overall budget and funding priorities.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.1

Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations, such as the Los Angeles Community Garden Council or landscaping companies for composting.

RESPONSE

Partially agree. This recommendation requires further analysis. The Board of Supervisors (Board) defers to the Department of Public Works' (DPW) response for details on the analysis.

RECOMMENDATION NO. 1.2

County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The Board defers to DPW's response for additional information on the implementation.

RECOMMENDATION NO. 1.3

County and City officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's *Foodscraps* program and can save several hundred dollars a month off their trash collection fee.

RESPONSE

Disagree. This recommendation will not be implemented. The more immediate challenge to implementing large scale food recycling, which is noted in the Civil Grand Jury report, is the need to scale up collection and processing infrastructure. Until this infrastructure is in place, it would not be an appropriate use of limited financial resources to incentivize residents to separate food waste at this time.

RECOMMENDATION NO. 1.4

County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.

RESPONSE

Disagree. This recommendation will not be implemented as it is premature. As noted above, the most immediate challenge to implementing large scale food recycling is the lack of adequate collection and processing infrastructure. Until this infrastructure is in place along with its related employment opportunities, it would not be an appropriate use of limited financial resources to invest in training a workforce to support the operation and maintenance of the infrastructure that does not yet exist. In addition, the Board notes that the OurCounty Sustainability Plan (OurCounty Plan) provides a hierarchy for waste management that prioritizes investments in source reduction and improving recycling over the use of these types of technologies.

RECOMMENDATION NO. 1.5

County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.

RESPONSE

Partially agree. This recommendation will not be implemented. While the Board agrees that this could be a good program in principle, we defer to the Sheriff's Department which has jurisdiction over the facility. It is noted, however, that due to the restrictions implemented as a result of the COVID-19 pandemic, it may not be feasible to move forward with such a program at this time.

RECOMMENDATION NO. 1.6

The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation has been implemented. Since this recommendation is specifically directed to the Department of Public Health (DPH), the Board defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 128 in the OurCounty Sustainability Plan (OurCounty Plan) which directs that the County "enhance and expand the County's existing Food DROP food donation and redistribution program..."

RECOMMENDATION NO. 1.7

The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation will not be implemented. Since this recommendation is specifically directed to DPH, the Board defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 121 in the OurCounty Plan, which directs that the County "promote and communicate source separation, organic waste collection requirements, food waste reduction and donation, local organic waste recycling programs, and conduct targeted, sector-based educational campaigns."

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Particularly at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

Partially disagree. This recommendation will not be implemented. The Board defers to the response from DPH.

RECOMMENDATION NO. 1.9

The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area and in the dining room.

RESPONSE

Agree. This recommendation will be implemented. The Chief Executive Office will work with Public Works to develop resource management plans to reduce waste and set up recycling programs, including for organics. Waste haulers that provide waste collection services to County facilities will be required by the terms of their agreements to provide mandatory organic waste collection services to all County facilities by January 1, 2022. New contract language requiring that food service providers at the Hall of Administration institute procedures to separate food waste (in both the food prep area and the dining area) will be added the next time these agreements are amended or new agreements are executed.

RECOMMENDATION NO. 1.14

Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The Board defers to DPW's response for additional information on the implementation since they produced the referenced plan as well as the recently released *Roadmap to a Sustainable Waste Future*, which incorporates and updates the referenced plan.

In addition, the County is a strong advocate of increasing capacity for organic waste processing. This is reflected in the targets for Strategy 9D from the Sustainability Plan, which calls for increasing organic waste processing capacity by 20 percent, 30 percent, and 45 percent by 2025, 2035, and 2045, respectively. Earlier this year, the County also co-sponsored AB 2612 (Maienschein) which would annually allocate \$200 million from the Greenhouse Gas Reduction Fund for development of traditional and organics recycling infrastructure. As a result of the COVID-19 emergency, the bill is currently on hold; however, it may be reintroduced in 2021.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR CAN TECHNOLOGY ELIMINATE POLICE PURSUITS?

RECOMMENDATION NO. 3.1

LASD will not pursue vehicles reported stolen that are equipped with vehicle recovery systems.

RESPONSE

Partially agree. This recommendation will be implemented per the Sheriff's response. The Chief Executive Office (CEO) defers to LASD's response for program implementation details.

RECOMMENDATION NO. 3.3

LASD shall update currently Spike Strip used and logistically equip some patrol vehicles with safer "Nighthawk Remote Tire Deflation Device©."

RESPONSE

Partially agree. This recommendation requires further analysis. The CEO defers to LASD's response for details of the analysis.

RECOMMENDATION NO. 3.5

LASD should hire an additional air crew, which means eight more staff to man a third helicopter on patrol, in the Lancaster/Palmdale area.

RESPONSE

Partially agree. This recommendation requires further analysis. The CEO defers to LASD's response for details of the analysis.

RECOMMENDATION NO. 3.6

LASD replacement of helicopters needed as the Eurocopters AS-350 has reached its life expectancy.

RESPONSE

Partially agree. This recommendation requires further analysis. Evaluation is estimated to be completed in Fiscal Year 2020-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 3.8

LASD confirm that all law enforcement officers have maintained the mandated CPT1 and CPT2 courses.

RESPONSE

Partially agree. This recommendation requires further analysis. Evaluation is estimated to be completed in Fiscal Year 2020-21. The CEO defers to LASD's response for details of the analysis.

RECOMMENDATION NO. 3.10

LASD follow the lead of the LAPD and implement the use of the BolaWrap 100 restrain technology.

RESPONSE

Disagree. This recommendation will not be implemented. The CEO agrees with the response provided by the Board.

DRAFT

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR FREE AT LAST

RECOMMENDATION NO. 6.1

The ROC should be replicated in the remaining Four Supervisorial Districts of the County of Los Angeles.

RESPONSE

Agree. This recommendation requires further analysis to determine the impact on the Probation Department's operations based on the additional County funding required to accomplish this recommendation. The CEO defers to the Probation Department's response for further information on the analysis.

RECOMMENDATION NO. 6.2

Provide information inside the lobby about rehabilitative classes and training through signage regarding the services provided at the ROC.

RESPONSE

Agree. This recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.3

The County should include robust post-release educational opportunities and incentives to encourage those under supervision to continue with their education.

RESPONSE

Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.4

Ensure supportive services are provided to meet the needs of the participants, e.g., in areas of housing, transportation, clothing, employment, and education.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.5

INVEST has been funded for a two-year period, and we recommend that funding be continued beyond the successful completion of the initial pilot program.

RESPONSE

Agree. This recommendation requires further analysis to determine the impact on the Probation Department's operations based on the additional County funding required to accomplish this recommendation. The CEO defers to the Probation Department's response for further analysis.

RECOMMENDATION NO. 6.6

INVEST clients need additional access to community college training programs.

RESPONSE

Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.7

In-depth training was requested by senior staff regarding the availability of job training and employment programs, and we concur that it should be provided.

RESPONSE

Agree. This recommendation is in the process of being implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 6.8

Provide Five Keys programs to inmates with an emphasis on continuing their education upon release.

RESPONSE

Disagree. This recommendation will not be implemented as the Probation Department has no jurisdiction over inmates in custody. The recommendation should be referred to the Sheriff's Department.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HASHTAG: OUR KIDS MATTER

RECOMMENDATION NO. 7.6

Provide professional counseling to the juveniles during their time while confined in the Hope and Mind Centers.

RESPONSE

Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.

RECOMMENDATION NO. 7.12

Ensure juvenile records are available to LACOE teaching staff for review.

RESPONSE

Partially Agree. The recommendation will not be implemented as LACOE instructors are not identified under the California Welfare and Institutions Code (WIC) Section 827 as individuals authorized to receive case records.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HOME SWEET HOME

RECOMMENDATION NO. 8.1

Streamline and standardize zoning laws and municipal codes across all municipalities in the County. As part of the process, allow for more flexibility in increasing affordable housing options.

RESPONSE

Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Board policy specifically states to "oppose any abridgement or elimination of the Board of Supervisors' powers and duties" and "oppose legislation that infringes upon county board of supervisors' local land use decision-making." Additionally, the County Department of Regional Planning (Regional Planning) only has jurisdiction over the Unincorporated Area of the County. However, the Board, in their recent approvals of housing ordinances and in the Board Legislative Agenda, does support flexibility in increasing affordable housing options in the Unincorporated Area of the County.

RECOMMENDATION NO. 8.3

Reduce, standardize, and clearly document (make transparent) developer fees across all municipalities within the County. This includes publishing the fees associated with every project.

RESPONSE

Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Additionally, Regional Planning only has jurisdiction over the Unincorporated Area of the County.

RECOMMENDATION NO. 8.4

Remove the non-TOC related provisions from Los Angeles Measure JJJ.

RESPONSE

Disagree. This recommendation will not be implemented. This recommendation requires change to a voter-approved measure that would need to be decided by voters.

RECOMMENDATION NO. 8.5

Support replacing the current State Housing Element law with a model that states that 10 percent of housing stock in all municipalities must be income-restricted (low-income). A city is considered out of compliance if less than 10 percent of their housing stock is income-restricted. And if a city is out of compliance, developers can bypass many local reviews when building low-income housing.

RESPONSE

Disagree. This recommendation will not be implemented. Existing Board policy supports local control. Further, the Board's Legislative Agenda does not include any policies regarding reforming the State's Housing Element law. Furthermore, the recommendation would result in local jurisdictions planning for significantly less affordable housing than under the current Housing Element Law. Additionally, Regional Planning only has jurisdiction over the Unincorporated Area of the County.

RECOMMENDATION NO. 8.6

Support CEQA reform:

- o Disallow serial, duplicative lawsuits that challenge projects that have successfully completed the CEQA process
- o Require all entities that file CEQA lawsuits to fully disclose their identities and their environmental interest
- o Outlaw CEQA proceedings from extending beyond nine months
- o Prevent judges from tossing out an entire project based on a few deficiencies in an environmental impact report; allow developers to remedy via a "fix-it-ticket"
- o Ensure those who bring CEQA actions and lose, pay court costs and attorney's fees of the prevailing party

RESPONSE

Partially agree. This recommendation requires further analysis that would be reassessed on an annual basis. Further, as this recommendation would make numerous changes to CEQA, agreement with this recommendation is a matter of Board policy determination. Additionally, the Board Legislative Agenda supports streamlining the permitting process and amending CEQA to exempt interim housing and shelters.

RECOMMENDATION NO. 8.7

Support SB 1079, up for vote in the California Legislature in November 2020.

RESPONSE

Partially agree. This recommendation will not be implemented because County advocacy on legislation that would impose civil fines is a matter of Board policy determination. If passed by the Legislature by August 31, 2020, SB 1079 must be signed or vetoed by the Governor by September 30, 2020. As the Board is scheduled to consider this recommendation on September 29, 2020, there will not be enough time for the Board to weigh in on this legislation.

RECOMMENDATION NO. 8.8

Increase the percentage of Measure H funds for housing vouchers to those who are severely rent-burdened and to adequately subsidize Board and Care homes.

RESPONSE

Disagree. This recommendation will not be implemented. The CEO Homeless Initiative (HI) disagrees with the Committee's recommendation. Measure H funds are not currently used to pay for vouchers for severely rent-burdened individuals and families or to subsidize Board and Care homes. Due to the limited amount of Measure H revenue, any funds diverted to vouchers for the recommended uses would result in curtailments of existing critical services/rental subsidies for families and individuals who are literally living on the streets. The CEO-HI continues to work with homeless and affordable housing advocates and stakeholders in addressing the important needs of very low-income renters and vulnerable clients in Board and Care homes; however, Measure H is not the appropriate funding source for the Committee's recommendation.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE -CHIEF SUSTAINABILITY OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.1

Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations, such as the Los Angeles Community Garden Council or landscaping companies for composting.

RESPONSE

Partially agree. This recommendation requires further analysis. The Chief Sustainability Office (CSO) defers to the Department of Public Works' (DPW) response for details on the analysis.

RECOMMENDATION NO. 1.2

County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The CSO defers to DPW's response for additional information on the implementation.

RECOMMENDATION NO. 1.3

County and City officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's *Foodscraps* program and can save several hundred dollars a month off their trash collection fee.

RESPONSE

Disagree. This recommendation will not be implemented. The more immediate challenge to implementing large scale food recycling, which is noted in the Civil Grand Jury report, is the need to scale up collection and processing infrastructure. Until this infrastructure is in place, it would not be an appropriate use of limited financial resources to incentivize residents to separate food waste at this time.

RECOMMENDATION NO. 1.4

County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.

RESPONSE

Disagree. This recommendation will not be implemented as it is premature. As noted above, the most immediate challenge to implementing large scale food recycling is the lack of adequate collection and processing infrastructure. Until this infrastructure is in place along with its related employment opportunities, it would not be an appropriate use of limited financial resources to invest in training a workforce to support the operation and maintenance of the infrastructure that does not yet exist. In addition, the CSO notes that the OurCounty Sustainability Plan (OurCounty Plan) provides a hierarchy for waste management that prioritizes investments in source reduction and improving recycling over the use of these types of technologies.

RECOMMENDATION NO. 1.5

County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.

RESPONSE

Partially agree. This recommendation will not be implemented. While the CSO agrees that this could be a good program in principle, we defer to the Sheriff's Department which has jurisdiction over the facility. It is noted, however, that due to the restrictions implemented as a result of the COVID-19 pandemic, it may not be feasible to move forward with such a program at this time.

RECOMMENDATION NO. 1.6

The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation has been implemented. Since this recommendation is specifically directed to the Department of Public Health (DPH), the CSO defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 128 in the OurCounty Plan which directs that the County "enhance and expand the County's existing Food DROP food donation and redistribution program..."

RECOMMENDATION NO. 1.7

The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation will not be implemented. Since this recommendation is specifically directed to DPH, the CSO defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 121 in the OurCounty Plan, which directs that the County "promote and communicate source separation, organic waste collection requirements, food waste reduction and donation, local organic waste recycling programs, and conduct targeted, sector-based educational campaigns."

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Particularly at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

Partially disagree. This recommendation will not be implemented. The CSO defers to the response from DPH.

RECOMMENDATION NO. 1.9

The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.

RESPONSE

Agree. This recommendation will be implemented. The CEO will work with Public Works to develop resource management plans to reduce waste and set up recycling programs, including for organics. Waste haulers that provide waste collection services to County facilities will be required by the terms of their agreements to provide mandatory organic waste collection services to all County facilities by January 1, 2022. New contract language requiring that food service providers at the Hall of Administration institute procedures to separate food waste (in both the food prep area and the dining area) will be added the next time these agreements are amended or new agreements are executed.

RECOMMENDATION NO. 1.10

The City of Los Angeles should partner with LA Compost to expand that organization's footprint in the city to increase its capacity to collect and compost food waste.

RESPONSE

Disagree. This recommendation will not be implemented. This recommendation is specific to the City of Los Angeles, so the CSO defers to the City of Los Angeles's response.

RECOMMENDATION NO. 1.11

The City of Los Angeles should work with its 99 Neighborhood Councils to increase public education around food waste separation/recycling programs.

RESPONSE

Disagree. This recommendation will not be implemented. This recommendation is specific to the City of Los Angeles, so the CSO defers to the City of Los Angeles' response.

RECOMMENDATION NO. 1.12

All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school and monitor edible food recovery efforts.

RESPONSE

Partially agree. This recommendation will not be implemented. This recommendation is specific to school districts within the County, so the CSO defers to their response.

RECOMMENDATION NO. 1.13

All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).

RESPONSE

Partially agree. This recommendation will not be implemented. This recommendation is specific to school districts within the County, so the CSO defers to their response.

RECOMMENDATION NO. 1.14

Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.

RESPONSE

Partially agree. This recommendation is in the process of being implemented. The CSO defers to DPW's response for additional information on the implementation since they produced the referenced plan as well as the recently released *Roadmap to a Sustainable Waste Future*, which incorporates and updates the referenced plan.

In addition, the County is a strong advocate of increasing capacity for organic waste processing. This is reflected in the targets for Strategy 9D from the Sustainability Plan which call for increasing organic waste processing capacity by 20 percent, 30 percent, and 45 percent by 2025, 2035, and 2045, respectively. Earlier this year, the County also co-sponsored AB 2612 (Maienschein) which would annually allocate \$200 million from the Greenhouse Gas Reduction Fund for development of traditional and organics recycling infrastructure. As a result of the COVID-19 emergency, the bill is currently on hold; however, it may be reintroduced in 2021.

Attachment B

District Attorney

DRAFT



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET, SUITE 1200 LOS ANGELES, CA 90012-3205 (213) 974-3500

August 11, 2020

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


Dear Honorable Supervisors:

Enclosed is the Los Angeles County District Attorney's responses to the Civil Grand Jury Final Report.

These responses address two areas within the report:

- Sex Crimes Division - Human Sex Trafficking Section Recommendations For Children: Not For Sale
- Bail Reform in the County of Los Angeles

Sincerely,



JACKIE LACEY
District Attorney

Attachments

c: Cheri Thomas

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
LOS ANGELES DISTRICT ATTORNEY'S OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR BAIL REFORM IN THE COUNTY OF LOS ANGELES

RECOMMENDATION NO. 2.1

The Los Angeles District Attorney's office, City Attorney's office, and Probation Department to consider supporting the elimination of the bail system, and to investigate alternatives to the bail system.

RESPONSE

The Los Angeles County District Attorney's Office (LADA), respondent, agrees with this recommendation.

The LADA, with its justice partners, is implementing this recommendation.

The Los Angeles County District Attorney's Office ("LADA") has been deeply involved in the development of an effective alternative to the cash bail system since 2016. The existing monetary bail system needs reform, and the LADA is proactively pursuing change. The LADA envisions a pretrial release procedure that protects public safety, ensures court appearance without disproportionately affecting low-income arrestees, is faithful to the California Constitution, protects victims' rights, and maximizes public resources.

The following summarizes our efforts in the pursuit of bail reform.

In December 2016, the LADA convened a working group to study the myriad issues that arise in the process of reforming the existing cash bail system. The Los Angeles County District Attorney Bail Reform Working Group ("LADA BRWG") conducted extensive research, traveled to various jurisdictions to understand and evaluate existing alternatives to cash bail as implemented in those jurisdictions, and participated in multiple working groups on the creation of a workable non-cash bail system within the County that assesses risk using a data-driven system, and connects arrested persons with services that relate to criminogenic factors. The LADA BRWG consulted with subject matter experts and collaborated with justice partners within the County and throughout the nation to develop effective, efficient, and fair alternatives to cash bail for implementation in Los Angeles County.

The LADA BRWG is also an active member of the Los Angeles County Bail Reform Pilot Proposal Committee (County Committee). The County Committee was formed in 2017 by the Board of Supervisors and chaired by County Counsel. The County Committee is comprised of various County departments, law enforcement agencies, stakeholder groups, court personnel, and advocacy agencies dedicated to the development of an alternative to cash bail. Members of the LADA BRWG attended monthly County Committee meetings, were members of the County Committee's sub-committees and were involved in the pursuit of a workable alternative, sharing its insights and concerns.

Through its membership on the County Committee, the LADA BRWG worked closely with representatives from the Center for Court Innovations ("CCI"), a nonprofit organization that provides guidance to jurisdictions throughout the nation seeking to implement change and improve outcomes in the justice system. Through CCI, the LADA BRWG obtained information about the range of risk assessment tools, both static and dynamic, and the processes by which such tools must be validated, through data review that examines

characteristics, history, and demographics of the person being assessed (the detainee) and the outcomes in each case. Discussions with various stakeholder groups, and their opinions and observations about different risk assessment tools, were valuable sources of information that have assisted the LADA BRWG in developing proposals for implementation of alternatives to cash bail that have a higher likelihood of success and acceptance by the community at large.

Given the unique characteristics of Los Angeles County – its geography and sheer area, as well as the size and diversity of its population and demographics – the LADA BRWG conducted an extensive review of the conditions that exist in Los Angeles County that impact the criminal justice system. This included historical data regarding arrests, offenses, jail populations, charges, as well as outcomes related to retention of detainees in custody and those released from custody. In addition, the LADA BRWG looked closely at policies and practices among the County's law enforcement agencies that impact post-arrest detention decisions and release outcomes. The LADA BRWG recognized quickly that these factors were significant and must be considered in order to develop a pretrial release program that is both workable and fair.

The LADA BRWG looked at the historical development of the cash bail system, applicable legal authorities, peer-reviewed research, published studies about existing programs that supplement or replace cash bail as a release mechanism, and the enabling legislation. The LADA BRWG also considered proposed legislation targeting the replacement of cash bail with an alternative means of assessing risk and ensuring appearance at court hearings. This research was undertaken to ensure a fully-informed perspective on the existing cash bail system and confirmed the unintended unfairness of that system which discriminates based on wealth and imposes collateral consequences on detained individuals that are disproportionate to the crimes for which they are in custody.

One of the first tasks undertaken by the LADA BRWG was the review of legislative proposals in California, including SB 10 (Hertzberg), which was initially introduced in December 2016, and finally chaptered into law in August 2018. The LADA and the LADA BRWG worked closely with Senator Hertzberg and other legislators to develop a legislative proposal that protects public safety, ensures appearance at court hearings, and eliminates the collateral impact of prolonged detention that may not be commensurate with the crime for which the defendant is detained.

While the LADA agreed, in principle, with the goals of SB 10, some of its provisions as initially drafted did not provide adequate protection of the public and others created unworkable timelines. As a result, in June 2017, the LADA BRWG drafted proposed amendments to SB 10 to create a more practical and workable process. The proposal included changes in the timeline and an expanded list of crimes for which a noticed release hearing conducted by a judge is required.

In July 2017, the LADA announced its opposition to the existing language of SB 10 and provided proposed legislative amendments to cure the identified issues. In addition, the LADA BRWG drafted its own legislative proposal which embraced the main concepts of SB 10 and created alternative solutions to the identified issues in the existing legislation. The LADA BRWG identified specific goals necessary to ensure the success of implementing a workable alternative to the existing bail system. The alternative to a cash bail system must:

- Provide non-discriminatory risk assessments for all felony, and certain misdemeanor, arrestees who remain detained;
- Accelerate release for non-serious, non-violent offenders who remain detained ("Eligible Offenses") before arraignment, with the option of posting monetary bail;

- Require that offenders who are charged with serious or violent felony offenses or certain misdemeanor offenses ("Ineligible Offenses"), or who have prior criminal histories, receive a risk assessment before the arraignment hearing, eliminating monetary bail prior to arraignment for this group;
- Provide for judicial discretion to order release, impose conditions of release, or require preventive detention at arraignment for this group;
- Provide flexibility to modify conditions of release or impose additional conditions or preventive detention when there are changed circumstances; and
- Continue to authorize bail deviations and source of funds motions for those persons in custody under existing cash bail provisions.

In addition, the LADA BRWG endorsed the use of risk assessment tools to promote public safety and reduce post-arrest, pretrial incarceration of persons who do not pose a substantial risk to public safety and who are likely to appear in court. The LADA BRWG concluded that a two-tier model that uses both static and dynamic risk assessments best met the needs and conditions within the criminal justice system in Los Angeles County. Hence, the alternative to cash bail must:

- Utilize risk assessment tools that are regularly validated and are not discriminatory;
- Provide for preventive detention of offenders who pose a risk to public safety that cannot be assured by conditions of release;
- Create a pretrial services agency within each county to facilitate, monitor, and enforce conditions of release;
- Permit a condition of release requiring a deposit of collateral/money for low-risk arrestees who pose a minimal flight risk to ensure their return to court for appearances;
- Provide for revocation and forfeiture of collateral upon violation of release conditions; and
- Enable judicial discretion to impose more restrictive conditions, including preventive detention when appropriate.

In collaboration with justice partners, the LADA BRWG identified categories of services for persons eligible for release that would increase future court appearances, would reduce the likelihood of new offenses, and minimize threats to public safety. These services included:

- Reminder systems, through text, email, and phone calls;
- Mental health services;
- Substance abuse treatment and services;
- Anger management and parenting skills;
- Childcare and elder care;

- Transportation;
- Help with homelessness;
- Gang prevention;
- Education; and
- Employment

Further, the LADA BRWG reached consensus with its justice partners that direct linkage connecting the arrested person to available service providers and conditioning release from custody upon mandated participation with the recommended services were essential to ensuring public safety, reducing recidivism, and increasing the likelihood of returning for future court appearances.

Public safety and victim's rights are paramount to the LADA's efforts to promote justice and fairness. The LADA endorses an alternative to the existing cash bail system that:

- Requires that the prosecution team notify victims of detention hearings;
- Gives special consideration to vulnerable victims and victims of domestic violence at the detention hearing, including the right to be heard;
- Requires the court to consider the impact of detention or release upon family members or other vulnerable victims, including physical, economic, and psychological effects;
- Provides for satisfaction of victim restitution orders from bonds posted with the court clerk prior to returning the value to the depositor/arrestee;
- Ensuring that the process for pretrial release is workable, cost-effective, and efficient;
- Calendars the detention hearing at arraignment to avoid multiple hearings and additional expenditures; and
- Provides for implementation in phases and use of a pilot program to minimize costs and permit fine-tuning of procedures, as necessary.

The most important goal of any post-arrest, pretrial release program is fundamental fairness to all parties. The LADA continues to work diligently to ensure a pretrial release system that serves the interests of justice and equity for all. A successful pretrial release system must:

- Provide for the creation of a non-discriminatory risk assessment tool for all detained arrestees;
- Modify the current bail schedule to reflect ranges and consideration of an arrestee's financial resources in setting bail or requiring money to be posted as a collateral condition;
- Return some portion of bail deposits upon the conclusion or initial rejection of the case; and
- Applies bail deposits to fines/restitution/costs of pretrial services upon conviction.

Throughout the process of reviewing state legislation and proposing amendments, the LADA BRWG continued to advocate in favor of these goals. The chaptered SB 10 legislation reflects some of the provisions proposed and advocated by the LADA BRWG. SB 10 is the subject of a referendum (Proposition 25) that will appear on the November 2020 ballot. However, bail reform in Los Angeles County is already being implemented, independent of the outcome of Proposition 25 and SB 10, through the initiation of two major bail reform projects.

The first, the Pretrial Release Evaluation Pilot, is the result of a call for policy and procedure changes by the California Judicial Council (CJC), and subsequent funding by the Governor's Office. In October 2017, the CJC, chaired by the Chief Justice, released its report on Pretrial Detention Reform Recommendation. Following the issuance of the report, and public hearings thereon, the Governor allocated \$75 million to the courts for purposes of implementing bail reform.

The recommendations articulated to expeditiously evaluate and safely release each arrestee while assuring broad judicial discretion in making detention decisions, are wholly consistent with the goals and objectives established by the LADA during its evaluation and development of alternatives to cash bail. In fact, every proposal developed and presented by the LADA BRWG satisfies the recommendations of the CJC.

In January 2018, the *Humphrey*¹ decision was issued, which in many respects underscored the need for bail reform and provided additional impetus to effect change. The LADA continued its collaborative efforts with its justice system partners and its participation with the County Committee in developing an alternative for cash bail in Los Angeles County. In the early months of 2018, the LADA BRWG began meeting with representatives from the Offices of the Public Defender and Alternate Public Defender to find a mutually agreeable process by which a two-tiered system could be created as an alternative to cash bail. Those meetings led to the creation of a Memorandum of Understanding for the Pretrial Release Evaluation Pilot, signed by the District Attorney, the Public Defender, the Alternate Public Defender, and a representative of the Indigent Defense Counsel Committee.

On February 5, 2019, the Board of Supervisors passed a motion titled "Developing Los Angeles County's Models for Pretrial Release." As a result, the LADA BRWG again collaborated with justice partners to develop pilot programs and expand pre-plea diversion programs. In the midst of these efforts, on May 22, 2019, the Los Angeles County Superior Court announced its application for funding pursuant to the California Judicial Council's Pilot Project for Bail Reform.

The Los Angeles County Superior Court Pretrial Release Evaluation Project ("PREP") was formed to create and implement a post-arrest pretrial release system to be tested as a pilot program for Los Angeles County. As a member of the PREP committee, the LADA BRWG actively advocated for a workable and practical system, in collaboration with our justice partners. As a result of this collaboration, in March 2020, a static risk assessment for all post-booking detainees countywide was implemented. In June 2020, the second phase of the PREP pilot (use of a dynamic risk assessment for detainees who remain in custody at arraignment), was launched at the Clara Shortridge Foltz Criminal Justice Center. The dynamic assessment provides the court and counsel with an evaluation of the risk posed by the person detained, based upon an interview with the person detained, corroboration of the information obtained, review of the available data (including the criminal charges and criminal history of the defendant), as well as input from the victim of the crime through the investigating law enforcement agency. At a contested hearing, a judge will determine whether the defendant can be released (with or without conditions) or remain detained during the pendency of the criminal case.

¹ *In re Humphrey* (2018) 19 Cal.App.5th 1006.

Concurrent with the development of the PREP pilot, the Bail Project provides an alternative to the posting of traditional cash bail and was launched in collaboration with the defense bar, the court, and the LADA. The Bail Project launched locally at the Compton Courthouse in 2017 in conjunction with students from the UCLA Law School and attorneys from the Public Defender's Office, as a clinic. The Bail Project is a national organization that posts bonds for indigent defendants in custody and provides support throughout the duration of the case with court reminders, transportation, and referrals to voluntary social services. The clinic identifies eligible indigent defendants and exercises the provisions of Penal Code § 1295(a), which permits the posting of 10 percent of the bail amount to be posted directly with the court, rather than requiring full bail to be posted by a surety/bondsman. The funds posted with the court are provided by a revolving fund that is maintained by the Bail Project. This reduces the cost, eliminates the financial burden of bail on the defendant and/or their family, and puts the money directly in the hands of the court. At the same time, the clinic connects defendants with services that may impact the underlying criminogenic factors for the defendant. In addition, the clinic assists defendants with reminders about court appearances and transportation to court.

In November 2019, with the endorsement of the LADA, the Bail Project expanded its operations to include defendants facing charges in the Van Nuys Court. According to statistics compiled by the Los Angeles County Public Defender, as of June 2020, the program posted 136 bonds in Compton and Van Nuys with a 96 percent return-to-court rate. Because of its success, the Bail Project expanded operations throughout Los Angeles County, effective July 6, 2020. The LADA has supported the Bail Project since its introduction in the Compton Court. This program provides an opportunity for low income arrestees to bail out of custody and puts the money in the hands of the court, which can be used to pay fines if imposed, and can be returned if the defendant is exonerated.

Throughout the process, the LADA has proactively pursued alternatives to cash bail, and remains steadfastly committed in the implementation of such projects. Currently, the projects operate within the confines of existing laws, including cash bail. Thus far, the projects and pilots appear to be generating positive outcomes and help eliminate the collateral consequences that prolonged detention causes (e.g., loss of employment and income, lost eligibility for assistance, negative impacts on dependent family members, and exposure to additional criminality that often occurs in a custodial setting).

Even before the concerns of the COVID-19 pandemic, the overcrowding in the Los Angeles County Jail, the collateral consequences of prolonged detention, and the lack of services by which a person involved in criminal conduct might overcome the criminogenic cycle have been concerns that the LADA has actively sought to address. Bail reform is yet another step that must be taken to ensure the fundamental fairness of the criminal justice system. The LADA will continue to proactively seek solutions and participate in meaningful pilot programs in order to develop policies and procedures that assure equal access to justice for victims, for charged defendants, and for the public at large. We will continue to work tirelessly to implement a reformed bail system that is fair and effective, and one that promotes public safety and ensures future court appearances.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
LOS ANGELES DISTRICT ATTORNEY'S OFFICE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR
CHILDREN: NOT FOR SALE

RECOMMENDATION NO. 14.3

Board of Supervisors hire two more attorneys so there is the opportunity for continuity for trafficking victims going to court.

RESPONSE

The Los Angeles County District Attorney's Office (LADA), respondent, agrees with this recommendation.

This recommendation needs further analysis.

The respondent previously sought two additional deputy district attorneys for the Human Sex Trafficking Section (HSTS) in its budget request to the Los Angeles County Chief Executive Office (CEO). However, due to the current financial climate and budgetary issues, any recommendation of providing additional financial support will be made within the context of the Department's overall budget and funding priorities. LADA intends to work closely with the CEO to implement this recommendation when feasible.

Attachment C

Sheriff

DRAFT



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



August 6, 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:

RESPONSE TO THE FINAL REPORT OF THE 2019-20 LOS ANGELES COUNTY CIVIL GRAND JURY

Attached is the Los Angeles County (County) Sheriff's Department (Department) response to the 2019-20 Civil Grand Jury Report recommendations. Included with this response is The Los Angeles Human Trafficking Task Force response for the section titled, "Children: Not for Sale." The Civil Grand Jury's areas of interest specific to the Department included: Can Technology Eliminate Police Pursuits?, LA-HOP (Los Angeles Homeless Outreach Portal), Children: Not for Sale, Cerritos Sheriff's Station, Pico Rivera Sheriff's Station, Whittier Sub Station, Alhambra Courthouse, Bellflower Courthouse, Burbank Courthouse, Compton Courthouse, Clara Shortridge Foltz Criminal Center, Glendale Courthouse, Inglewood Courthouse, Metropolitan Courthouse, Norwalk Courthouse, Pasadena Courthouse, Santa Clarita Courthouse, Torrance Courthouse, Van Nuys Courthouse, LAC+USC Jail Ward, North County Correctional Facility, and Twin Towers.

Should you have questions regarding our response, please contact Division Director Conrad Meredith, Administrative Services Division, at (213) 229-3310.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

AV:TM:CM:pm

(Administrative Services Division)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Patrick K. Mathers, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
(Report Back Information ltrs – Grand Jury Final Report 08-06-20)

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
SHERIFF

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR CAN TECHNOLOGY ELIMINATE POLICE PURSUITS?

RECOMMENDATION NO. 3.1

LASD will not pursue vehicles reported stolen that are equipped with vehicle recovery systems.

RESPONSE

The Department partially agrees with this recommendation. This recommendation has been implemented. By Department policy, we can initiate a pursuit of a known stolen vehicle, but only for a reasonably short period. When it is determined the vehicle is only wanted for an infraction or misdemeanor crime (including California Vehicle Code (CVC) violations; or any crime not classified as a serious felony, the pursuit shall be cancelled. Even though the suspect vehicle may be equipped with a vehicle recovery system, until we determine there was no other serious offense or felony, we would then terminate the pursuit.

RECOMMENDATION NO. 3.3

LASD shall update currently Spike Strip used and logistically equip some patrol vehicles with safer "Nighthawk Remote Tire Deflation Device®."

RESPONSE

The Department partially agrees with this recommendation. The Department needs further analysis regarding the recommendation to update the currently used Spike Strip and logistically equip some patrol vehicles with safer, "Nighthawk Remote Tire Deflation Device®." The analysis is expected to take six months. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities and requests.

Prior to the use of the current tire deflation device used by the Department, Stop Stick, a remote tire deflation device was used. The device was heavy and bulky, taking up much of the limited trunk space in the patrol vehicles. Another disadvantage to the device was, once deployed the batteries were often dead and the device would not work as intended. Testing and research will need to be made on the "Nighthawk Remote Tire Deflation System" to see if it would meet the Department needs in a real world setting.

RECOMMENDATION NO. 3.5

LASD should hire an additional air crew, which means eight more staff to man a third helicopter on patrol, in the Lancaster/Palmdale area.

RESPONSE

The Department agrees with this recommendation. This recommendation will require further analysis. The analysis is expected to take six months. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 3.6

LASD replacement of helicopters needed as the Eurocopters AS-350 has reached its life expectancy.

RESPONSE

The Department agrees with this recommendation. This recommendation will require further analysis. The analysis timeline is currently dependent upon the outcome of the supplemental budget phase in September of 2020. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests. All requests, estimates, and lease rates for a new fleet of AS-350-B2 helicopters, to replace our aging fleet, have been submitted to the CEO. In the meantime, we are continuing with the mandatory twelve-year inspections and refurbishments of our current fleet.

All requests, estimates, and lease rates for a new fleet of AS-350-B2 helicopters, to replace our aging fleet, have been submitted to the CEO. At this time, the request has been deferred to the supplemental budget phase in September for approval. In the meantime, we are continuing with the mandatory twelve-year inspections and refurbishments of our current fleet.

RECOMMENDATION NO. 3.8

LASD confirm that all law enforcement officers have maintained the mandated CPT1 and CPT2 courses.

RESPONSE

The Department partially agrees with this recommendation. This recommendation will require further analysis. The analysis is expected to take six months. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities and requests. Due to the expansive number of recruit academy classes combined with the ongoing COVID-19 pandemic outbreak in early 2020, the Training Bureau was unable to remain up to date with CPT courses for compliance.

RECOMMENDATION NO. 3.10

LASD follow the lead of the LAPD and implement the use of the BolaWrap 100 restrain technology.

RESPONSE

The Department disagrees with this recommendation. This recommendation will not be implemented. LASD tested and evaluated the Bola-Wrap and did not recommend its use for this Department.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
SHERIFF

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR LA-HOP (LOS ANGELES HOMELESS OUTREACH PORTAL)

RECOMMENDATION NO. 10.1

Update procedures by these organizations to use LA-HOP to report homelessness:

- a. Los Angeles Police Department
- b. Los Angeles County Sheriff's Department
- c. Emergency Medical Services
- d. County Hospitals
- e. City and County Fire Departments
- f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.

RESPONSE

The Los Angeles County Sheriff's Department agrees with this recommendation. This recommendation has been partially implemented and will be fully implemented during Fiscal Year 2020-21. The LA-HOP flyer and a discussion of its contents and purpose were added to the LASD First Responder Homeless Training class in July of 2018. The course is currently being taught as part of the 32-hour Crisis Intervention Training (FOCUS) and field patrol school. To date, over 2,500 Department members, 1,000 civilian personnel from independent cities, homeless outreach workers, community groups, and 60 police officers from various departments have been trained.

The Department will add the LA-HOP informational flyer to all of its social media platforms countywide. LASD will also create and distribute a Field Operations Newsletter to Department members describing LA-HOP and its purpose. It further will direct Department members to utilize the portal to report those experiencing homelessness in Los Angeles County.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES SHERIFF AND LOS ANGELES HUMAN TRAFFICKING TASK FORCE

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR CHILDREN: NOT FOR SALE

RECOMMENDATION NO. 14.4

Approve funding for additional recruitment of vice officers specifically assigned to trafficking in the Sheriff's Department, LAPD, LAHTTF and PPD.

RESPONSE

The Department agrees with the recommendation. This recommendation will require further analysis. The analysis is expected to take six months. Adding personnel would increase the ability for the Department to be more proactive in combatting human trafficking. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.

The Los Angeles Regional Human Trafficking Task Force (LARHTTF) agrees with the recommendation. This recommendation will require further analysis. The analysis is expected to take six months. Identifying underage girls and boys that are being trafficked via the internet and other forms of media, has been the focus of LARHTTF investigators. Additional personnel would allow the task force to reach significantly more victims. At this time, there are no available funding sources to provide the significant funds needed for additional full-time detective personnel. The task force will continue to seek partnerships with other local law enforcement agencies willing to supply personnel to the task force.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES SHERIFF

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR DETENTION COMMITTEE

RECOMMENDATION NO. 9

Cerritos Sheriff Station: Need to have secure parking to protect officers, particularly female, when walking to their cars at night.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department was unable to implement the recommendation. The jurisdiction for maintenance, repairs, and parking lot upgrades for this recommendation falls under the city of Cerritos. The city of Cerritos was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 10

Pico Rivera Sheriff Station: If fiscally prudent, have meals prepared by the County kitchen located at Men's Central.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation has been implemented. Meals are prepared at Men's Central Jail and sent to Century Regional Detention Facility where they are picked up by Pico Rivera Station personnel.

RECOMMENDATION NO. 11

Whittier Sub Station: Train staff with knowledge of station and personnel.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation has been implemented. The Whittier Sub Station is staffed by uniformed civilian volunteers. Nevertheless, all volunteers assigned to the Sub Station are now educated on the history and operation of Norwalk Station and its personnel.

RECOMMENDATION NO. 12

Alhambra Courthouse: Paint the courthouse.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for building maintenance and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 13

Bellflower Courthouse: Fix the gun lockers and keep them maintained.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for gun locker maintenance and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 14

Burbank Courthouse: Submit a work order to fix the leak in the pipe room.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation has been implemented. A work order was submitted and ABM Industries confirmed to the Department that the leak in the pipe room had been repaired.

RECOMMENDATION NO. 15

Compton Courthouse: Suggest biodegradable wrappings for lunches to keep detainees from plugging toilets.

RESPONSE

The Department agrees with this recommendation. This recommendation requires further analysis. The analysis is expected to take six months. Custody Division was contacted and will look into the feasibility of the use of biodegradable wrappings. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 16

Clara Shortridge Foltz Criminal Center: Cameras need to be repaired. Trash needs to be picked up twice a day or as needed.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for surveillance system upgrades, maintenance, repairs, and building cleaning for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 17

Glendale Courthouse: Lot should be secured to protect officers.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for facility upgrades for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 18

Inglewood Courthouse: Work orders should be completed within a timely manner, no more than 30 days.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for maintenance and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 19

Metropolitan Courthouse: Fix the elevators.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for maintenance and repairs for this recommendation falls under the responsibility of the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 20

Norwalk Courthouse: Upgrade ceiling lights with a brighter bulb. Paint cells. Upgrade CCTV circuit and TV monitors.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for improvements, maintenance, and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 21

Pasadena Courthouse: Install cameras in holding cells.

RESPONSE

The Department agrees with this recommendation. This recommendation requires further analysis. The analysis is expected to take six months. Custody Division was contacted and will look into the feasibility of installing cameras in each holding cell. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 22

Santa Clarita Courthouse: Improve safety in the hallways where Deputies are moving detainees.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The hallway in question is the result of the building's design/construction. The jurisdiction for improvements, maintenance, and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand

Jury's finding. The Department will brief personnel on all policies and procedures involving officer safety during the movement of inmates.

RECOMMENDATION NO. 23

Torrance Courthouse: Install phones in all cells.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation requires further analysis. The analysis is expected to take six months. Custody Division was contacted and will look into the feasibility of installing phones in each cell. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.

RECOMMENDATION NO. 24

Van Nuys Courthouse: Clean more often. Fix pipes creating leaks in the #5 tank area.

RESPONSE

The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for cleanliness, maintenance, and repairs for this recommendation falls under the responsibility of the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

RECOMMENDATION NO. 25

LAC+USC Jail Ward: More vans should be available to transport detainee patients.

RESPONSE

The Department disagrees with this recommendation but will need further analysis. The analysis is expected to take six months. The Department currently has three (3) vans that are being used to transport inmates to their medical appointments to LAC+USC Medical Center. With the volume of medical appointments, this number has been deemed sufficient to comply with the services. However, the fleet of vans used to transport inmates is aging and when one is out of service, it leaves the Department operating with less vehicles than the minimum required to efficiently transport inmates. Each existing van is at least twenty years old and should be replaced with newer models that are mechanically stable. The timeframe for this recommendation cannot be provided due to the administrative process and funding approval. Additionally, the current curtailment and budget reduction the Department is facing will impact this recommendation.

RECOMMENDATION NO. 26

North County Correctional Facility: Vents need to be cleaned at least every six months to prevent respiratory problems. Reduce loaning of officers to improve staffing and safety.

RESPONSE

The Department agrees with the first part of this recommendation and will continue to exert all available resources and efforts to achieve and/or exceed these expectations. This recommendation has been implemented. The cleanliness of the facility remains a high priority to the command staff. Since this report, a work order request was sent to Facility Services Bureau to have all vents cleaned. Additionally, all staff stations, including the infirmary staff, have been directed to continue to have inmate workers clean their

respective locations. Staff have been directed to log all cleaning efforts, including the cleaning of the vents, into the Electronic Uniform Daily Activity Log (E-UDAL).

The Department also agrees with the second part of this recommendation and will continue to exert all available resources and efforts to achieve and/or exceed these expectations. This recommendation will require further analysis. The analysis is expected to take six months. The increased staffing of the jail is a Department priority and will be addressed as personnel and funding become available. The implementation timeframe for this recommendation cannot be provided due to the dependency on funding approval. Since the inspection, the facility has reduced the number of personnel "loaned out" to thirteen, and have nine personnel "loaned in" from other bureaus/facilities. The officer to inmate ratio is slightly better than what was indicated on the report. On any given day the facility fills ten staff positions in each housing area. One officer does operate a staff station which oversees the activities in four dorms. Each dorm may house up to 66 inmates. Additionally, on the same floor, there is a floor sergeant, a supervising line deputy, and four Rover positions which are staffed. When these positions are factored in, the ratio becomes one officer to 38 inmates.

RECOMMENDATION NO. 27

Twin Towers: Fix non-operational elevators for safety of officers.

RESPONSE

The Department agrees with this recommendation. This recommendation has been implemented. As of July 13, 2020, all elevators within the Twin Towers Correctional Facility are operational. The elevators, however, are outdated and parts are difficult to replace when the elevators become non-operational, contributing to the delay in their return to service. Los Angeles County Public Works retained the services of HH Fremer Architects, Inc. to conduct an assessment of Twin Towers Correctional Facility for the purposes of identifying and documenting the requirements for a potential modernization of the existing elevator equipment. This assessment is finalized and is currently in the design phase with the Department of Public Works.

Attachment D

Children and Family Services

DRAFT



**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

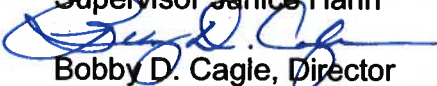
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August 26, 2020

To: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn
From: 
Bobby D. Cagle, Director
Department of Children and Family Services

**RESPONSE TO THE 2019-2020 LOS ANGELES COUNTY CIVIL GRAND JURY
FINAL REPORT RECOMMENDATIONS**

Enclosed please find the Department of Children and Family Services' (DCFS) updates to the Civil Grand Jury's recommendation for year 2019-2020. The responses to the recommendations have been prepared for the following Civil Grand Jury report sections titled, "Children: Not For Sale" Recommendation 14.5, and "DNA 4 Those Forgotten" Recommendations 5.1, 5.2, and 5.3.

If you have any questions, please call me or your staff may call Aldo Marin, DCFS Board Liaison, at (213) 351-5530.

BDC:GP:DI:cl

Enclosures

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR DNA 4 THOSE FORGOTTEN

RECOMMENDATION 5.1

The Los Angeles County Board of Supervisors provide funds to the Department of Children and Family Services to facilitate DNA testing of children in foster care at the time of detainment into protective custody.

RESPONSE

DCFS is not in agreement with this finding and does not support facilitating DNA testing of children in foster care. This recommendation will not be implemented.

Legal Concerns

Children, like adults, have a constitutional right to be free from unreasonable searches and seizures as guaranteed by the 4th Amendment, and incorporated in the 14th Amendment, to the U.S. Constitution. Invasions of the body, including nonconsensual extractions of bodily material for DNA profiling, are searches entitled to the protections of the 4th Amendment. (*People v. Robinson*, (2010) 47 Cal. 4th 1104, 1119-1120, citing to *Skinner v. Railway Labor Executives' Assn.* (1989) 489 U.S. 602, 616-617, 109 S.Ct. 1402, 103 L.Ed.2d 639.)

DNA may not be collected from a person absent consent of the person from whom the DNA is to be taken, absent a court-ordered warrant based on probable cause, or an exception to the warrant requirement. Children, given their minor status, are not legally allowed to consent to such collection, thus, consent by the parents—or individual who has the power to consent for the child—or a court order authorizing the collection of the DNA must be obtained.

Social workers do not have the authority to waive a child's constitutional rights and give consent for a DNA extraction simply because a child was detained and taken into protective custody. In most instances, especially during the reunification phase of the court proceeding, the child's parent(s) will retain the right to make medical decisions and thus decisions about DNA sampling. In other instances, where it is in the child's best interest to have a substitute medical decision maker, the Juvenile Court may appoint someone other than a parent to serve as the holder of the child's rights, and that person or entity may be imbued with the authority to give, or withhold, consent regarding medical decisions, which would include DNA sampling. In either case, if petitioned by a party to the proceedings to provide DNA sampling, the Juvenile Court can make the decision to authorize or deny a request for DNA sampling which would require all parties to be provided notice and the opportunity to be heard to ensure due process is provided.

When assessing the feasibility of extending DNA sampling to all children who enter child welfare, it is also critical to consider that DNA sampling could subvert public policy and increase risk to some children. Safe surrendered children illustrate one of these situations. The State's Safe Surrender law is intended to reduce the deaths of newborn babies due to abandonment at, or near, the time of birth. To encourage safe surrender,

the child's parent is allowed to surrender the baby confidentially. If parents are not allowed to safely surrender their baby in confidence, they may try to avoid notoriety and stigmatization by dangerously abandoning the baby in precisely the manner that the safe surrender law seeks to avoid. The State's Safe Surrender Baby Brochure explains that the law "[p]ermits the parent(s) or other person with lawful custody to safely *and confidentially* surrender a baby within three days of birth." (Emphasis added, Safe Surrender Baby Brochure, PUB 400, available on the California Department of Social Services website: <https://www.cdss.ca.gov/inforesources/ocap/safely-surrendered-baby/ssb-publications>) Furthermore, State law rigorously conceals the identity of a parent who safely surrenders their child by keeping it from the child welfare agency. Under existing State law, "[p]ersonal identifying information that pertains to a parent or individual who surrenders a child shall be redacted from any medical information provided to child protective services or the county agency providing child welfare services." (Cal. Health and Safety Code sect. 1255.7(d)(2).) Therefore, the DNA sampling of a safely surrendered child would risk revealing the parent's identity to the child protective agency, and that would erode the strong public policy favoring confidentiality, which underlies the Safe Surrender law. So, sweeping DNA profiling of foster children could deter a parent from making a safe surrender thereby increasing the risk of child death should that parent choose to unsafely abandon the newborn.

In other instances, DNA sampling is unnecessary, such as when a child remains in the home of a parent, or where a Nonrelative Extended Family Member (NREFM) is identified as the preferred placement option, or when viable relative placement options have already been identified. It is also worth remembering that relatedness in the legal sense is narrower than relatedness in the biological sense. For example, to determine Aid to Families with Dependent Children eligibility (a funding source for relative placement), a relative is defined as "an adult who is related to the child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is preceded by the words "great," "great-great," or "grand" or the spouse of any of these persons even if the marriage was terminated by death or dissolution." (Welf. & Inst. Sect. 11400.) Therefore, it may be of little or no value to use DNA profiling to identify relatives of the sixth or greater degrees of relatedness, especially when nearer relatives are already known.

Putting aside the critical constitutional legal barriers to obtaining DNA samples from all youth who enter the child welfare system, further dire concerns arise when one examines the Equity issues in such a proposal.

Equity Issues

When considering the moral, ethical, and equity issues surrounding the DNA sampling of foster youth, it is necessary to address ethical issues of informed consent, privacy, confidentiality, and disproportionality.

As stated above, children and adults share the right to privacy, which includes the right to make an informed, independent decision about whether to have DNA extracted from their bodies, and whether and to whom their genetic test results may be shared. There is nothing more private than personal genetic information. Absent obtaining a warrant from a court, DNA sampling should only be conducted where legal, informed consent can be obtained.

In child welfare cases, ethical consideration must be given in the following instances:

- What if a gene for a certain disease is identified—who, if anyone, is informed? What if the child/youth does not wish to know of genetic predispositions? Is the child then forced to seek medical treatment? Should identified relatives then be notified of those results?
- What if a child believes a presumptive parent is their biological parent and DNA disproves that? Is the child to be told? Is the information to be withheld? Who decides? And whom is the information shared with? Under what conditions? How are they held accountable?
- How is DCFS expected to confirm the accuracy of the results? Who is held accountable for unforeseen and unfortunate experiences that may arise from sharing a child's/youth's DNA on a website that gives individuals around the world access to this vulnerable population? What are the proposed remedies for breaches in confidentiality or for inappropriate disclosures?

Further, there are concerns that the use of uniform DNA sampling of children will not only violate the confidentiality of children/youth in care, but also that of their relatives. If DCFS children are tested, their unique and private identifying information will be put into a genetic database and into the ether with little control. When genetic “matches” are identified, matched “relatives” are notified of the identities of the youth, allowing opportunities for the “relatives” to contact them. These “relatives” of whom little is known and the access that the connection leaves the already vulnerable children as potential prey to the dangers of being exploited. This could lead to youth being contacted by individuals who threaten their well-being and could potentially lead to such dangers as identity theft, sex or labor trafficking, or make them a victim of another crime.

Disproportionality

With respect to disproportionality, the following table provides a snapshot of the demographic breakdown of the DCFS, Los Angeles County jail, and Los Angeles County general populations:

Ethnicity	Percentage of DCFS Population	Percentage of Los Angeles County's Jail Population	Percentage of Los Angeles County Population
White	12%	15%	26.33%
Hispanic	57.8%	53%	48.43%
Black	23.4%	29%	7.88%
Asian/Pacific Islander	1.8%	< 3%	14.62%
American Indian/ Alaskan Native	0.3%	< 3%	0.20%
Other	4.7%	< 3%	2.51%
Total	100%	100%	99.97%

*Data Source: July 2020 DCFS Fact Sheet; Los Angeles County Almanac, Crime and Justice: Los Angeles County Jail System by the Numbers (2019 data); and 2018 Census Estimate per Los Angeles County Almanac

To examine the equity issues, one must look at the historical use of genetic testing and its effect on communities of color. An example of genetic discrimination that disproportionately affected African-Americans occurred until the 1970s. Several states in the US required mandatory testing for sickle cell disease among African-Americans. Then, because this is a recessive trait, carriers of the disease were identified and told of the risks of having children who may be carriers as well. As a result, birthrates fell.

More recently, law enforcement has utilized a family member's DNA data to identify criminal defendants. By utilizing DNA data, law enforcement is able to identify the families of suspects. This not only identifies actual defendants, but also raises the concern for ensnaring innocents into an investigation and creating a cloud of suspicion over them. The range of possible harms include increasing surveillance on minority communities, exacerbating racial disparities, perpetuating the idea of guilt by association, and aiding the disruption of family dynamics as individuals get investigated—regardless of their actual involvement with crimes. Further, familial searches elicit concerns about the disproportionate impact on communities of color because they are disproportionately in contact with law enforcement.

Systematic DNA testing of all youth entering the child welfare system does nothing to reduce racial disproportionality and the concurring disparities, but rather cultivates institutionalized racism and problematic practices that contribute to greater inequity.

Efforts to Identify Kin and Relative Placements

As described, adopting a DNA testing component for DCFS foster youth may actually place children and youth at greater risk of harm and yield negative unintended consequences. In addition, DCFS already has two effective family-finding programs in place that accomplish what the Civil Grand Jury's recommendations are hoping to achieve. In recent years, the Department augmented existing efforts to help its children and youth establish supportive relationships and connections with relatives to help them navigate the challenges of transitioning to adulthood.

In May 2016, the Los Angeles County Board of Supervisors enacted a motion mandating DCFS and the Probation Department to:

- Develop a plan to increase relative and NREFM placements and the overall role of relatives;
- Establish an Upfront Family Finding (UFF) program based on current legislation, models, and best practices from other jurisdictions in partnership with Community-Based Organizations (CBOs); and
- Develop a single countywide protocol for UFF with coordination by DCFS Permanency Partners Program (P3) and Probation's Public Child Welfare, with a timeline and estimated budget for program implementation, training, and policy development.

UFF

In response to the motion, DCFS developed the UFF pilot program in keeping its focus on children placed in non-relative care at the time of detention. UFF's approach includes a deliberate effort on increasing relative placements, engaging relatives in providing non-placement supports, and collaborating with CBOs to provide additional supports to relatives. As part of the UFF program, dedicated staff conduct active searches for family members using search engines like CLEAR, which aggregates public records pulled from sources such as phone companies, utility companies, motor vehicle registrations, real-time incarceration information, and consumer credit bureaus, to quickly locate possible connections/associates to the person in question. Thus CLEAR is a critical resource for UFF's focus and success.

DCFS piloted UFF in two regional offices in October 2016. After an evaluation completed by Child Trends in 2018, DCFS added UFF to eight additional offices, where it is now operational at 10 DCFS sites. With respect to efficacy of the program, based on recent data from the Office of Child Protection (OCP), 81 percent of the

children referred to UFF from January to June 2020, were placed with kin. This rate is consistent with UFF data previously collected and reported by OCP. Given the pilot's success, DCFS is in the process of assessing the feasibility of expanding UFF across all its Regional Offices.

Permanency Partners Program (P3)

After recognizing the significant impact familial support has on the well-being of children in care, in 2004 DCFS developed P3 for Family-Finding on existing cases. The P3 program is comprised of retired and part-time social workers who work collaboratively with case-carrying Children's Social Workers (CSWs) to conduct family findings. Originally developed to locate possible supports for "long-staying" youths who had little to no connections, the program expanded in several DCFS Regional Offices to allow for the initiation of UFF services for children upon their entry into care.

The P3 program seeks to locate and engage children/youths' relatives, NREFMs, and chosen family by conducting individual interviews with children/youths, parents, and any available relatives. P3 CSWs engage individuals located through letters, phone calls, FaceTime, and face-to-face visits in efforts to broaden knowledge of those who may be able to support the families. Additionally, P3 CSWs conduct thorough reviews of case records, reports, and files to engage/re-engage those family members that may have previously been known (and forgotten) to DCFS.

P3 CSWs also utilize computer-based search databases in their mining process. Currently, P3 CSWs use the following databases: CLEAR, Seneca, Leader Replacement Service (LRS), and Global Locate. In addition, P3 CSWs also use social media (Facebook, for example) in efforts to locate potential relatives. These search mechanisms do not require the invasiveness of gathering DNA samples and allow for trained social workers to help connect/reconnect with a safe and trauma-responsive approach.

RECOMMENDATION NO. 5.2

The Los Angeles County Board of Supervisors explore the terms of a contract with Ancestry.com in locating blood relatives.

RESPONSE

DCFS is not in agreement with the finding and this recommendation will not be implemented.

As DCFS is not in agreement with this recommendation, it is not prudent to pursue a DNA profiling services contract. Further, *Ancestry.com* and *23 and Me* use standard contracts which would not be suitable for County use in serving the foster child population. *Ancestry.com's* standard terms and conditions disclaim all warranties. (*Ancestry.com* Standard Terms and Conditions, Section 8.) Similarly, *23 and Me* provides its services "as is." (*23 and Me* Standard Terms and Conditions section 23.) Therefore, there would be little if any legal recourse were the DNA profiling results wrong or unreliable.

RECOMMENDATION NO. 5.3

The Los Angeles County Board of Supervisors work with the Department of Children and Family Services to include DNA availability for children who are beginning the transition from protective care to independent living. This would augment the current County familial location success rates.

RESPONSE

DCFS is not in agreement with the finding and does not support facilitating DNA testing of children in foster care. This recommendation will not be implemented.

As stated in the Response portion to Recommendation 5.1, DCFS has legal concerns and is not in support of participating in a process that can lead to precipitating or perpetuating equity divides. DCFS has adopted an effective Family-Finding program and is assessing the department-wide expansion.

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RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR CHILDREN: NOT FOR SALE

RECOMMENDATION 14.5

Department of Children & Family Services (DCFS) to look into increasing utilization of Child Advocacy Centers for support with trafficked children. This will match trafficked children with individuals who are highly trained in interviewing children about their trauma, thereby allowing the children to be more comfortable speaking about their trafficking experience.

RESPONSE

DCFS agrees that there may be an opportunity to collaborate with the Child Advocacy Centers (CACs) to provide support in utilizing a trauma-informed approach to interviewing victims of Commercial Sexual Exploitation (CSE).

DCFS will further analyze the feasibility of utilizing the CACs by having a discussion with CACs and collaborating partners that aid in the recovery and support of child victims of CSE. Discussions with the Los Angeles County Sheriff's Department (LASD), the Los Angeles Police Department (LAPD), and the Los Angeles County Departments of Probation, Health Services (DHS), Public Health (DPH), Office of Child Protection (OCP), and Mental Health (DMH) will include the following:

1. Inform and educate partners on the CAC model to determine any differences between the CAC model and the current model used to conduct interviews;
2. Determine accessibility and flexibility of CACs to meet the needs of both the youth and the timeframes of Commercial Sexual Exploitation of Children (CSEC) investigations;
3. Determine whether utilization of CACs would be beneficial or add value to the existing processes that are in place;
4. Discuss training needs; and
5. Impact on CSEC budget.

It is important to note that the department previously explored the use of CAC models. Subsequently, DCFS opted to work directly with DHS and the Medical Hub physicians to establish a forensic assessment process, individual assessment, and specialized follow-up health care. Through the extensive efforts of DCFS, DHS and DPH, the use of specialized CSEC Medical Services and CSEC Initial Medical Exams, along with forensic examinations was established. Additionally, when CACs were previously assessed for possible use with the CSEC population, there was a challenge in that CACs were not available for use during after-hours and on weekends, when most youth are recovered from CSE activity. However, DCFS will reassess the accessibility of CACs as a part of the exploration.

Los Angeles County will provide the results of the discussions and analysis by February 1, 2021. This will allow DCFS time to conduct the analysis with multiple entities to determine the feasibility or necessity of integrating CACs into Los Angeles County's approach to serving CSEC.

L.A. County's Multi-Disciplinary Approach to Serving Commercially Exploited Children

Los Angeles County aims to serve commercially sexually exploited children by using a multi-disciplinary, victim-centered, trauma-informed approach. Since August 15, 2014, Los Angeles County has implemented the First Responder's Protocol (FRP), a coordinated inter-agency response by law enforcement, DCFS, the Probation Department, and Survivor Advocates to serve CSEC victims from identification through the first 72 hours of recovery. The goal of FRP is to identify and respond to CSEC expeditiously, address the immediate basic and safety needs, and connect the child to services and supports to facilitate stability. During an FRP response, DCFS collaborates closely with law enforcement partners in the investigation of CSEC cases to establish safety and gather intelligence to identify and arrest exploiters. The FRP response is where Los Angeles County can potentially join CACs during the initial investigation.

While the aim of the FRP is to provide a victim-centered, trauma-informed approach, there are opportunities for development and growth around ensuring that recovered children and youth receive interviews in the most trauma-responsive manner possible. CSE children and youth who are initially recovered by law enforcement may undergo multiple interviews during a time when they are tired, stressed, and in crisis. Being interviewed and asked multiple and often duplicative questions by law enforcement, DCFS, and/or Probation can cause children/youth to feel frustrated, anxious, and angry, which places them at risk of re-traumatization. Utilizing the services of a CAC may help address these issues since the model incorporates the use of an expert neutral interviewer who conducts interviews in a neutral, comfortable setting with all involved systems available and able to listen while not being present in the same room as the interviewer and child/youth. This way, the systems involved are able to receive the information needed while also being able to ensure that the child/youth is being interviewed in a trauma-responsive manner. One of the potential challenges is that CACs are typically only available during regular business hours. To avoid delays in law enforcement interviews, CAC hours would likely need to be expanded, as many of youth are recovered well past regular business hours. In addition, the CAC staff will require training to ensure they are CSEC-informed and understand the dynamics of CSEC. CSEC specific trainings include, but are not limited to:

1. Pathways to CSE;
2. Understanding the impact of trauma related to CSE;
3. CSEC terminology;
4. Tactics used by exploiters to control and manipulate youth;
5. Understanding the trauma bond and other barriers to leaving the exploitive relationship;
6. Application of the Stages of Change model to youth impacted by CSE;
7. Intergenerational/familial exploitation;
8. Nexus between gangs and exploitation;
9. The Harm Reduction Approach to working with CSE youth; and
10. CSEC Engagement strategies.

The services provided by CACs will also need to be weighed against the services already in place at Medical Hubs. Currently, CSEC victims taken into protective custody receive a specialized CSEC Medical Clearance at a DHS Medical Hub as soon as possible, but no later than within the first 72 hours upon recovery. This allows them the opportunity to receive time-sensitive portions of a medical evaluation,

including testing and treatment for sexually transmitted infections, emergency contraception, and HIV post-exposure prophylaxis treatment, while also addressing other physical health issues resulting from violence, trauma, abuse and/or neglect (e.g., injuries, pain, pelvic inflammatory disease, drug/alcohol dependency, pregnancy). *Youth may use Medical Hub services on a walk-in basis for a CSEC Medical Clearance, 24 hours a day, seven days per week, including weekends and holidays.* This level of accessibility and flexibility in hours is required in order to address the emergent needs of the CSEC population. Following the CSEC Medical Clearance, victims of CSE receive a specialized CSEC Initial Medical Examination, which includes all the services of a regular Initial Medical Examination (i.e., physical exam, forensic screening to determine if an expert forensic evaluation is needed, nutritional assessment, dental screening, developmental screening, vision and hearing test, lab screening test, immunizations, and health education). They also receive full reproductive health counseling, including:

- Safe sex practice education;
- Gender identity;
- Healthy relationships;
- Comprehensive contraception counseling and same-day administration of most types of contraception;
- Education and offering of emergency contraception;
- Sexually Transmitted Disease (STD) screening and testing;
- Mental health screening and referral to services per patient preference; and
- Full Medical Case Worker evaluation with referrals to appropriate services.

The Medical Hub provides a multitude of services, including forensic interviewing. The County's Medical Hubs have highly trained medical providers and child interview specialists, which is a hallmark service of a CAC. Further analysis will be conducted to determine if the current structures in place need to be enhanced to serve the CSEC population and whether CACs should be examined for use by youth impacted by CSE.

Attachment E

Fire Department

DRAFT



COUNTY OF LOS ANGELES FIRE DEPARTMENT

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FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

August 14, 2020

TO: SACHI A. HAMAI, CHIEF EXECUTIVE OFFICER

FROM: DARYL L. OSBY, FIRE CHIEF

RESPONSE TO THE 2019-2020 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

Attached is the Los Angeles County Fire Department's response to the recommendation made in the 2019-2020 Los Angeles County Civil Grand Jury final report. We agree with and will take action to address the recommendation contained in the report within the next 90 days.

If you have any questions, please contact me at (323) 881-6180.

DLO:JS

Attachment

c: Cheri Thomas

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
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INDUSTRY
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LA MIRADA
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LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

PARAMOUNT
PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES FIRE DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR LA-HOP (LOS ANGELES HOMELESS OUTREACH PORTAL)

RECOMMENDATION NO. 10.1

City and County Fire Departments update procedures to use LA-HOP to report homelessness.

RESPONSE

The Consolidated Fire Protection District (District) of Los Angeles County agrees with the recommendation and will implement the recommendation within the next 90 days. The District has been engaged with partner agencies to address the homelessness crisis on multiple fronts to include the homeless living in very high fire severity zones and those in need of housing to mitigate the spread COVID-19. The District will further address the homelessness crisis by engaging with the LA-HOP portal/application to report homelessness and provide awareness of LA-HOP to all District employees.

Attachment F

Health Services

DRAFT

August 25, 2020

**Los Angeles County
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

TO: Sachi A. Hamai
Chief Executive Officer

FROM: Christina R. Ghaly, M.D.
Director



**SUBJECT: RESPONSE TO THE 2019-2020 LOS ANGELES COUNTY
CIVIL GRAND JURY REPORT**

Attached is the Department of Health Services' (DHS) response to the 2019-2020 Los Angeles Civil Grand Jury (CGJ) Report Sections:

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

- *"Hospitals on Ventilators"*
Recommendation Numbers 9.1 – 9.7

DHS and DHS' Emergency Medical Services (EMS) Agency disagree with Recommendation 9.1 to the extent that it assumes DHS and DHS-EMS have any authority over public and private hospitals located in Los Angeles County (LA County) or decisions to increase their bed numbers, build or close their facilities.

DHS and DHS-EMS also disagree with Recommendation 9.5 as the EDHS-EMS has neither authority nor oversight responsibility over the expenditure of Measure B funds. In addition, this Recommendation is already in place.

DHS and DHS-EMS defer to the Department of Public Health for response to Recommendation 9.4, and to the Chief Executive Office for response to Recommendations 9.6 and 9.7.

We concur with and have initiated and/or taken corrective actions to address Recommendation Numbers 9.2 and 9.3.

- *"LA-HOP (Los Angeles Homeless Outreach Portal)"*
Recommendation Numbers 10.1.c and 10.1.d

DHS and DHS-EMS defer to LA County Fire for response to Recommendation 10.1.c as the First Responders – Emergency Medical Technicians (EMTs) and Paramedics referenced in the Los Angeles Homeless Services Authority (LAHSA) Organization's September 30, 2019, Report (CGJ Report Appendix 2) work for the fire departments and ambulance companies, not EMS.

313 N. Figueroa Street, Suite 106
Los Angeles, CA 90012

Tel: (213) 288-7901

www.dhs.lacounty.gov

*"To advance the health of our
patients and our communities by
providing extraordinary care"*



www.dhs.lacounty.gov

DHS disagrees with Recommendation 10.1.d as DHS outreach teams are already assigned onsite at DHS hospital campuses to assist homeless clients. DHS also has an existing system for LA County hospitals to refer clients to DHS Housing for Health for access to interim and permanent housing.

- *"In Remembrance of Those Who Walked Amongst Us"*
Recommendation Number 11.2.

We concur with and have initiated corrective actions to address Recommendation 11.2.

If you have any questions or require additional information, please let me know or your staff may contact Maria Lorena Andrade-Guzman at (213) 288-8339 or Loretta Range at (213) 288-7755.

CRG:nm

Attachments

c: Hal F. Yee, Jr., M.D., Ph.D.
Arun Patel, M.D.
Cathy Chidester
Cheri Todoroff
Jorge Orozco
Allan Wecker
Maria Lorena Andrade-Guzman

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HOSPITALS ON VENTILATORS

RECOMMENDATION NO. 9.1

The Board of Supervisors, Department of Public Health, and Department of Health Services should undertake a complete review of current hospitals' (County, Public, and Private) ability to meet SCAG's County growth projections for the upcoming 20 years.

RESPONSE

DHS and DHS-EMS disagree with the finding to the extent that it assumes the Department of Health Services has authority over private hospitals located in the County.

DHS and DHS-EMS will not implement this recommendation as Private (either for-profit or not-for-profit), State, and Federal run hospitals are not under the jurisdiction of the Board of Supervisors nor the Department of Health Services. Licensing of hospitals is a function of the California Department of Public Health. The County, therefore, has no control over the ability or independent decisions of such hospitals to increase their bed numbers and/or build new facilities, nor decisions to close their facilities.

RECOMMENDATION NO. 9.2

The Board of Supervisors and the Department of Health Services should assess how Measure B funds are being distributed, and look into whether Measure B, or any other funds, can be used to assist hospitals to upgrade infrastructure to meet seismic standards.⁶⁸ (Appendix 5)

RESPONSE

DHS agrees with this recommendation. This recommendation is in process of being implemented.

The LA County Board of Supervisors (Board) will continue to serve as the advisory and approval body with respect to the distribution of Measure B funds. We believe the primary intent of Measure B has been fulfilled by maintaining the number of trauma centers and emergency rooms in existence as of 2003 statistics, adding new trauma centers such as at California Hospital Medical Center, Antelope Valley Hospital, and Pomona Valley Hospital Medical Center as well as the "24/7" air medical transport program, and by improving and enhancing trauma and emergency care. To adopt a countywide strategy for ensuring objective, needs-based allocation of future unspent and unallocated Measure B funds, the Board approved the creation of the Measure B Advisory Board (MBAB) consisting of representatives from the public and private sectors, to review and prioritize funding request proposals and make recommendations to the Board for funding these proposals. Through this process, MBAB continuously makes recommendations to the Board as additional unallocated Measure B funds become available.

RECOMMENDATION NO. 9.3

The Board of Supervisors, EMS, and the Department of Health Services should consider the COVID-19 pandemic and ensure sufficient funding such that all medical facilities within the County have adequate supplies (masks, hand sanitizer, ICU ventilators, etc.) for any future crises.

RESPONSE

DHS and DHS-EMS agree with this recommendation. Implementation of this Recommendation is an ongoing process.

Funding for emergency preparedness and procurement of emergency supplies and equipment has been provided to the healthcare community through the Federally supported Hospital Preparedness Program (HPP). Any increase to the HPP funding would be supported by the Board of Supervisors. The County's Emergency Medical Services (EMS) Agency manages the HPP, which coordinates with hospitals and other healthcare entities throughout the County on emergency preparedness, response, and recovery. The EMS Agency and hospitals have used HPP funds to procure and store medical equipment, masks, sanitizer, gowns, and ventilators.

It is important to note, however, that under the Centers for Medicare and Medicaid Services (CMS) Conditions of Participation, each healthcare entity has an obligation to plan adequately for disasters, making emergency preparedness a shared responsibility.

RECOMMENDATION NO. 9.4

This Committee recommends that the Board of Supervisors, EMS, DHS, and the department of Public Health provide a report specifically outlining how Measure B funds are being used to update the Bioterrorism Preparedness Plan so that the County will always have enough medical equipment on hand to deal with global emergencies.

RESPONSE

DHS and DHS-EMS disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls under the department of Public Health.

RECOMMENDATION NO. 9.5

The Committee recommends that the County Measure B Advisory Board add a member position in order to have a representative from one of the 13 non-County hospitals, preferably the Chief Financial Officer from one of those hospitals. (Appendix 4)

RESPONSE

DHS disagrees with the finding/assumption that EMS has oversight of Measure B Funds. (Background, p. 194.) The Measure B Advisory Board (MBAB) was formed in 2018 as the result of a motion passed by the Board of Supervisors on July 11, 2017. The EMS Agency, among others, serves as a member of, but does not have oversight authority over, the MBAB. The MBAB's role is advisory only to the Board. Therefore, EMS has neither the authority nor the oversight responsibility over the expenditure of Measure B Funds. (See Board of Supervisors Statement of Proceedings, July 11, 2017, Item 3, Chief Executive Officer's Report Dated July 3, 2017.)

This recommendation is already implemented. The MBAB membership already includes a "Representative of non-County trauma hospitals, as appointed by the Hospital Association of Southern California,," and a

"Surgeon practicing at a trauma hospital in the County as appointed by the Southern California chapter of the American College of Surgeons." (See Appendix 4) Furthermore, an Emergency Room nurse as appointed by the California Nurses Association was added by Board amendment to the motion, which adds to the non-County trauma hospital representation.

RECOMMENDATION NO. 9.6

The Board of Supervisors should disclose hospital risk to the public; appropriate disclosure should be displayed at primary entrances of SPC-1⁶⁹ building to inform the public and hospital staff about the earthquake risks posed by each building.

RESPONSE

DHS disagrees. This recommendation will not be implemented as jurisdiction for this recommendation falls under the department of the CEO.

RECOMMENDATION NO. 9.7

The Board of Supervisors should develop a 10-year business plan for replacing hospital buildings closed due to the 2020 SPC-1 seismic retrofit mandate.

RESPONSE

DHS disagrees. This recommendation will not be implemented as jurisdiction for this recommendation falls under the department of the CEO.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR LA-HOP (LOS ANGELES COUNTY HOMELESS OUTREACH PORTAL)

RECOMMENDATION NO. 10.1

10.1 Update procedures by these organizations to use LA-HOP to report homelessness:

- a. Los Angeles Police Department
- b. Los Angeles County Sheriff's Department
- c. Emergency Medical Services
- d. County Hospitals
- e. City and County Fire Departments
- f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.¹⁷

RESPONSE

DHS and DHS-EMS disagree with this recommendation.

This recommendation will not be implemented. DHS and DHS-EMS defer to the LA County Fire Department for response to Recommendation 10.1.c as the "First Responder, 4%" referenced in the LAHSA Organization's September 30, 2019, Report (CGJ LA-HOP Report Appendix 2) are EMTs and Paramedics who work for the fire departments and ambulance companies, not the EMS Agency.

DHS contracts with over sixty (60) outreach teams and these team's partner with LAHSA and other outreach teams to respond to LA-HOP reports throughout Los Angeles County. DHS has outreach teams assigned to DHS hospital campuses who are onsite assisting homeless clients. Requiring DHS hospitals to route client reports through LA-HOP could result in delays for clients to receive services. In addition, DHS has an existing system for County hospitals to refer clients to DHS Housing for Health for access to interim and permanent housing.

For these reasons, Recommendation 10.1.d will not be implemented.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES (DHS)

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR IN REMEMBRANCE OF THOSE WHO WALKED AMONGST US

RECOMMENDATION NO. 11.2

The Department of Health Services and Medical Examiner-Coroner to hold the Ceremony for the Unclaimed Dead on a day where street parking is available by ensuring the ceremony is not scheduled at a day or time when street cleaning will be occurring, and vehicles are prohibited from parking on the street.

RESPONSE

DHS agrees with this recommendation. This recommendation will be implemented.

LAC+USC Medical Center's Office of Decedent Affairs will work with the Medical Examiner-Coroner's Office to ensure the annual Ceremony for the Unclaimed Dead is scheduled on a day and time that does not have street parking restrictions due to street cleaning.

Attachment G

Internal Services Department

DRAFT



**County of Los Angeles
INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

August 11, 2020

To: Sachi A. Hamai
Chief Executive Officer

From: Selwyn Hollins 
Director

**RESPONSES TO THE 2019-2020 LOS ANGELES COUNTY CIVIL GRAND JURY
FINAL REPORT**

As requested in your memo of August 3, 2020, we have reviewed the findings and recommendations of the 2019-2020 Los Angeles County Civil Grand Jury Report. Our review determined that the recommendations are not applicable to the operations of the Internal Services Department. Our formal response is attached.

If you have any questions or need additional information, please contact me at (323) 267-2101, via email: shollins@isd.lacounty.gov, or your staff may contact Sabra Johnson, General Manager at (323) 265-8110, via email at sjohnson@isd.lacounty.gov.

SH:SJ:sj

Attachment

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.14

Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.

RESPONSE

This recommendation will not be implemented. Internal Services Department does not have jurisdiction over this recommendation.

Attachment H

Medical Examiner-Coroner

DRAFT



"Enriching Lives"

COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER-CORONER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Jonathan R. Lucas, M.D.
Chief Medical Examiner-Coroner

August 17, 2020

Sachi A. Hamai
Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

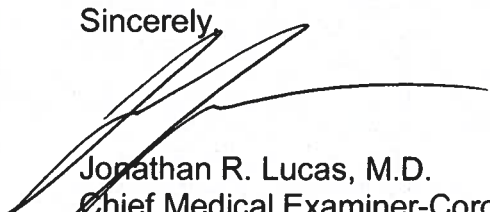
Dear Ms. Hamai:

**RESPONSES TO THE 2019-2020 LOS ANGELES COUNTY
CIVIL GRAND JURY FINAL REPORT**

Attached please find the responses from the Department of Medical Examiner-Coroner to the Civil Grand Jury's final report. Our department had only one audit section, titled "In Remembrance of Those Who Walked Amongst Us."

Please contact me with any questions or clarifications.

Sincerely,


Jonathan R. Lucas, M.D.
Chief Medical Examiner-Coroner

JRL:ic

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

Law and Science Serving the Community

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-CORONER

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR IN REMEMBRANCE OF THOSE WHO WALKED AMONGST US

RECOMMENDATION NO. 11.1

The Department of Medical Examiner-Coroner to explore providing the additional option of a comfort animal for those waiting to interface with staff.

RESPONSE

The Department agrees with this recommendation. This recommendation will require additional analysis. The analysis is expected to take six months. At this time, any recommendation of providing additional services will be made within the overall context of budget priorities as well as the operational impacts of the coronavirus pandemic.

RECOMMENDATION NO. 11.2

The Department of Health Services and Medical Examiner-Coroner to hold the Ceremony for the Unclaimed Dead on a day where street parking is available by ensuring the ceremony is not scheduled at a day or time when street cleaning will be occurring, and vehicles are prohibited from parking on the street.

RESPONSE

The Department agrees with this recommendation and will implement it in conjunction with Department of Health Services. The DMEC office will work with the Department of Health Services' Office of Decedent Affairs to ensure the annual Ceremony for the Unclaimed Dead is scheduled on a day and time that does not have street parking restrictions due to street cleaning.

Attachment I

Mental Health

DRAFT



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

JONATHAN E. SHERIN, M.D., Ph.D.
Director

Gregory C. Polk, M.P.A.
Chief Deputy Director

Curley L. Bonds, M.D.
Chief Medical Officer

Lisa H. Wong, Psy.D.
Senior Deputy Director

August 18, 2020

TO: Sachi A. Hamai
Chief Executive Officer

FROM: Jonathan E. Sherin, M.D., Ph.D.
Director

SUBJECT: **RESPONSE TO THE 2019-2020 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT**

Attached please find the responses from the Department of Mental Health to the 2019-2020 Civil Grand Jury final report recommendations. The responses to the recommendations have been prepared for the audit section titled, "Hashtag: Our Kids Matter."

If you need additional information, please contact me or Christopher R. Thompson, M.D., Director of the Forensic Psychiatry Division, at (213) 738-5162 or CThompson@dmh.lacounty.gov.

JES:CRT

Attachment

c: Executive Office, Board of Supervisors
Chief Executive Office
Probation

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HASHTAG: OUR KIDS MATTER

RECOMMENDATION NO. 7.3

The development and implementation of a cognitive behavioral program at all juvenile facilities to teach the juveniles to recognize behavioral patterns such as anger control, conflict resolution, communications skills, working in a diverse environment, and achieving a person plan of action.

RESPONSE

The Department of Mental Health (DMH) agrees with the recommendation. The recommendation has been implemented.

The juvenile camp programs implemented this recommendation as part of the Integrated Treatment Model and the LA Model. Additionally, as part of individual therapy in both the juvenile halls and camps, the recommendation outlined above is a frequent component of the treatment plan developed between the youth and the clinician. Coincidentally, this is a treatment component frequently addressed by psychiatrists.

It should be noted that in accordance with the Centers for Disease Control (CDC) and Department of Public Health (DPH) guidelines for COVID-19, services to youth have needed to be modified over the past five months. Tele-psychiatry and tele-health platforms have been developed and implemented. Youth at juvenile halls continue to have a short length of stay, which is not sufficient time for effective cognitive behavioral programming.

RECOMMENDATION NO. 7.5

Group sessions to learn communication skills should be implemented on an ongoing basis.

RESPONSE

DMH agrees with the recommendation. The recommendation has been implemented.

Prior to the COVID-19 pandemic, group treatment was regularly conducted in the Probation Camps as part of the Integrated Treatment Model and the LA Model. Given the current COVID-19 pandemic, group sessions continue in settings where the session can be safely conducted in accordance with CDC and DPH guidelines. Both group and individual formats can be utilized to work with youth on developing effective communication skills.

RECOMMENDATION NO. 7.6

Provide professional counseling to the juveniles during their time while confined in the HOPE and Mind Centers.

RESPONSE

DMH agrees with the recommendation. The recommendation has been implemented.

When youth go to the HOPE Center to regain their composure, DMH clinical staff respond. Use of the HOPE Center varies greatly and depending upon the facility, often there are no youth in the HOPE Center. When Campus Kilpatrick was temporarily re-located to Challenger Memorial Youth Center, the HOPE Center was re-named the Mindfulness Center. Now that Campus Kilpatrick has returned to Malibu, there isn't a separate HOPE center in that facility by design. DMH clinical staff work with youth in both the halls and camps as part of individualized mental health treatment plans to better understand the circumstances which can lead to escalation of behavior and to practice skills to better navigate similar circumstances in the future.

RECOMMENDATION 7.10

The treatment model at DKC should be implemented at other juvenile detention facilities to create a culture of care rather than a culture of control.

RESPONSE

DMH agrees with the recommendation. The recommendation has been partially implemented.

The Probation camps implemented the Integrated Treatment Model over the past 10 years and Dorothy Kirby Center (DKC) was one of the facilities that implemented this model. Furthermore, it should be noted that DKC has housed youth with high mental health needs and the program model reflects this. Capitalizing on the design of the Integrated Treatment Model, when Campus Kilpatrick opened, the LA Model was implemented. Probation, Los Angeles County of Education, DMH, and Juvenile Court Health Services worked closely together on both models. The Probation camps due to their longer length of stay allow for a more enriched implementation of a culture of care. However, within the Probation juvenile halls, the implementation of a culture of care will by necessity look different due to the high turnover and short length of stay. Despite this, there are efforts underway to implement aspects of the LA Model in the juvenile halls.

Attachment J

Parks and Recreation

DRAFT



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

August 24, 2020

Ms. Sachi A. Hamai
Chief Executive Officer
Kenneth Hahn Hall of Administration, Room 713
500 West Temple Street
Los Angeles, CA 90012

Dear Ms. Hamai:

**FISCAL YEAR 2019-20 GRAND JURY REPORT
A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE**

The Department of Parks and Recreation (Department) agrees with Recommendation 1.8 from the FY 2019-20 Grand Jury Report.

However, the Department requires further analysis. An analysis for this recommendation will be completed by February 28, 2021.

As required, enclosed is the Department's Response Form to the Grand Jury Report. If you require additional information, please contact Ms. Faith Parducho, Special Assistant at (626) 588-5362.

Sincerely,

for Norma E. García-González
Director

NEG:FP:fp

Enclosure

c: Chief Executive Office (F. Davenport)

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people¹⁴² for most of its summer concert events, has several food options onsite,^[1] and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

The Department of Parks and Recreation agrees with the recommendation.

Further analysis is needed and will be completed by February 28, 2021.

The County park facilities are maintained and operated by private operators and foundations under a Board-approved agreement. Discussions with these entities, their stakeholders and review of their contracts with the County and their applicable sub-contracts are necessary to determine if this recommendation is feasible at the sites.

For example, the Hollywood Bowl is more than a concert venue. It hosts tailgate parties and other special events. A thorough analysis on the implementation of a food waste recycling program at this facility will require input from its many stakeholders, along with an analysis of the associated costs and the ability to negotiate and amend existing contracts.

^[1] <https://www.hollywoodbowl.com/visit/when-youre-here>

Attachment K

Probation

DRAFT



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



RAY LEYVA

Interim Chief Probation Officer

August 17, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

Dear Supervisors:

RESPONSE TO THE LOS ANGELES COUNTY CIVIL GRAND JURY 2019-2020 FINAL REPORT

Enclosed is the Probation Department's response to the 2019-2020 Los Angeles County Civil Grand Jury Final Report regarding "A Diet for Landfills: Cutting Down on Food and Waste," "Bail Reform in the County of Los Angeles," "Free at Last," "Hashtag: Our Kids Matter," and Detention Committee recommendations.

Please contact me if you have any questions or require additional information, or your staff may contact Brandon Nichols, Chief Deputy, at (562) 658-1718, or Brandon.Nichols@probation.lacounty.gov

Sincerely,

A handwritten signature in blue ink, appearing to read "Ray Leyva".

RAY LEYVA
Interim Chief Probation Officer

Enclosure

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.5

County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.

RESPONSE

Partially Agree. The Department will implement this recommendation within Probation facilities, with the exception of the Pitchess Detention Center, as it is not a Probation owned facility. Probation has prior experience with gardens tended by youth in our facilities and continues to involve youth in personal development programs such as green-scape garden and facility upkeep. Having youth share in the creation and care of these gardens contributes to their overall feelings of comfort, responsibility, and accomplishment. However, gardens will not be intended to provide vegetables for consumption by youth as it is not practical due to regulations that require periodic monitoring and sampling of various aspects of detention facility vegetable gardens such as soil, nutrients, and water content.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR BAIL REFORM IN THE COUNTY OF LOS ANGELES

RECOMMENDATION NO. 2.1

The Los Angeles District Attorney's office, City Attorney's office, and Probation Department to consider supporting the elimination of the bail system, and to investigate alternatives to the bail system.

RESPONSE

Disagree. This recommendation will not be implemented. Elimination of the bail system is set for the voters to decide via a referendum this November. Probation supports a fair system that does not disadvantage persons from being released pretrial due to their economic status. Los Angeles County Probation, in partnership with the Superior Court and other justice partners, is currently participating in a pilot designed to safely increase the number of persons released at the pretrial stage by using validated assessments. The data from Los Angeles County and other pilot sites will be analyzed by the State Judicial Council and analyzed to determine the most promising methods of accomplishing bail reform that can be replicated across the State. Probation also supports diversion efforts for persons suffering from mental illness and chronic homelessness when these issues directly contributed to the alleged crimes. Probation has partnered with the Office of Diversion and Reentry (ODR) to pilot such a program which also provides housing assistance to this group.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR FREE AT LAST

RECOMMENDATION NO. 6.1

The ROC should be replicated in the remaining Four Supervisorial Districts of the County of Los Angeles.

RESPONSE

Agree. Recommendation is in the process of being implemented. A decade ago, Adult Operations developed a plan to create Community Reentry Centers (CRC) at each of the five Supervisorial Districts. The Developing Opportunities and Offering Reentry Solutions (DOORS) is the first installment on the planned CRCs and opened its doors in June 2019 after a 19-month building project. Implementation plans and construction are underway at Martin Luther King Behavioral Health Center (MLK-BHC) (District 2) and in Van Nuys (District 3) at our East San Fernando Valley (ESFV) locations. Future locations will be designated as resources are identified and allocated.

RECOMMENDATION NO. 6.2

Provide information inside the lobby about rehabilitative classes and training through signage regarding the services provided at the ROC.

RESPONSE

Agree. This recommendation has been implemented. The Department has developed signage for the lobby and entrance areas. Work is underway to display rehabilitative classes, training, and schedule of programs. The Department coordinates with East Los Angeles College (ELAC), Rio Hondo College and Mt. San Antonio College (Mt. SAC) who provide Educational opportunities to probation clients. The colleges provide signage with program and contact information for participation, which are displayed in the lobby. As resources are identified and allocated, the use of the mounted TV for DOORS program and training opportunities will be displayed in a loop.

RECOMMENDATION NO. 6.3

The County should include robust post-release educational opportunities and incentives to encourage those under supervision to continue with their education.

RESPONSE

Agree. Recommendation has been implemented. Educational opportunities are critical to rehabilitative efforts and integral to client case plans. The Department worked with the Superior Court and developed a Court to College Program at Cerritos College for Probation's adult clientele. Expansions to ELAC and Mt. SAC have also been implemented. DOORS incorporates educational opportunities through the service provider Five Keys which provides anger management services, domestic violence prevention services and high school education programs. In addition, the INVEST (Innovative Work Solutions) program is currently co-located at American Job Center of California (AJCC) locations on LA Trade Tech College and South West College

campuses. Active efforts to extend academic opportunities to INVEST clients and other justice involved participants are being undertaken as funding is identified.

RECOMMENDATION NO. 6.4

Ensure supportive services are provided to meet the needs of the participants, e.g. in areas of housing, transportation, clothing, employment, and education.

RESPONSE

Agree. This recommendation has been implemented insofar as practical with existing resources. The potential for expansion with additional funding will be taken in the broader consideration of the context of the budget and Departmental priorities. Most area offices have clothing closets for clients to utilize if needed or in preparation for job interviews. The Department has also partnered with the Office of Diversion and Reentry (ODR) to provide resources related to housing, substance abuse services, mental health services, education and other systems navigation services.

The Department has established INVEST. The program is a collaboration with Workforce Development and Aging Community Services (WDACS), multiple Workforce Investment Boards, and Community Based Organizations (CBOs) to provide a pathway to career training and job placement. Funding for INVEST expires in 2022.

In addition, the Department is in the process of partnering with the City of Long Beach to implement a pilot project to provide more intensive/targeted services to those released from County jail to address homelessness by assigning a Deputy Probation Officer (DPO) to the Multi-Service Center in the City of Long Beach. The DPO will be providing linkages to services which includes housing, employment, and education.

RECOMMENDATION NO. 6.5

INVEST has been funded for a two-year period, and we recommend that funding be continued beyond the successful completion of the initial pilot program.

RESPONSE

Agree. This recommendation has been implemented. The Department remains committed to the full implementation of the INVEST program and the collaboration with WDACS, ODR, and the AJCCs. Operations were recently expanded to provide services to additional areas of the County and the Department along with its partners continues to explore avenues to maintain funding and improve efficiencies in the delivery of INVEST services and to ensure the program remains sustainable. The INVEST Program is fully funded through FY 2021-22 and program expansions are in process. A full evaluation which is currently underway, should demonstrate the positive outcomes the program is having on our clients and society that would provide information for the Board of Supervisors to make an informed decision.

RECOMMENDATION NO. 6.6

INVEST clients need additional access to community college training programs.

RESPONSE

Agree. This recommendation has been partially implemented. Clients that we serve, including INVEST clients, would benefit from the opportunity to access to community college training programs. With Probation's limited SB 678 resources, this program will sunset at the end of FY 2021-22. Additional funding for this

program will be taken in the broader consideration of the context of the budget and Departmental priorities to augment existing grants and education endowments, and allow for maximum client participation.

The Department continues to work with local community colleges to connect educational opportunities to clients. East Los Angeles College (ELAC), Rio Hondo and Mt. SAC community colleges have provided several educational programs for clients including college degrees, certificate programming, paid internships, technical degrees, job placement and vocational studies. All programming is free including enrollment, tuition, books, tutoring, transportation and in some cases laptop computers. During COVID-19 clients can connect with the colleges for educational counseling and enrollment through distance learning.

In addition to Court to College involvement with ELAC, Rio Hondo, and Mt. SAC community colleges, and the INVEST co-location on LA Trade Tech and Southwest College, Probation personnel have been engaged in planning discussions with representatives from the Los Angeles Community College (LA/COC) regional consortium of 28 Community Colleges to expand and enhance access to educational and training options for our justice involved population, working closely with the INVEST and Prison to Employment (P2E) programs as existing resources permit.

RECOMMENDATION NO. 6.7

In-depth training was requested by senior staff regarding the availability of job training and employment programs, and we concur that it should be provided.

RESPONSE

Agree. This recommendation is in the process of being implemented. The Adult Coordinated Optimal Rehabilitative Efforts (CORE) Bureau is developing training for all Field Staff focusing on client engagement and referral efforts in support of the work-flow, job training and employment programs offered through the INVEST Program in collaboration with WDACS.

RECOMMENDATION NO. 6.8

Provide Five Keys programs to inmates with an emphasis on continuing their education upon release.

RESPONSE

Disagree. This recommendation will not be implemented. Recommendations related to custody should be directed to LASD.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HASHTAG: OUR KIDS MATTER

RECOMMENDATION NO. 7.1

Since OC spray is being phased out, Probation should investigate the use of BolaWrap75 which enables officers to restrain resisting subjects during juvenile altercation from a distance without using bodily force.

RESPONSE

Partially Disagree. This recommendation requires further analysis to be completed in 6 months. The BolaWrap is a device that is intended to immobilize and control resistive/non-compliant persons. However, the device has limitations and restrictions requiring consideration before its use. Although reasonable efforts should be made to target the lower extremities or lower arms of a person, given the dynamics of situation, the tether could potentially wrap around a person's neck or head causing serious injury. The BolaWrap also contains a tether with two 4 pronged hooks at each end of the tether. These hooks could penetrate the skin of a person when the BolaWrap is deployed. Additionally, the BolaWrap is equipped with a laser that if used inappropriately and directed into the eyes, it may permanently impair a person's vision. Therefore, the use of the BolaWrap device to increase safety and security in the facilities has to be explored further to ensure that the implementation of the device does not unintentionally injure persons and the County is not being exposed to any legal liability.

RECOMMENDATION NO. 7.2

The Committee recommends an outside professional cleaning service be contracted to regularly clean the lavatories and shower areas at all camp facilities because the cleaning chemicals might be misused and hazardous to human health.

RESPONSE

Agree. This recommendation has been implemented. Contract custodial services have been provided at all camp facilities as of March 2020, which include restrooms and shower areas.

RECOMMENDATION NO. 7.3

The development and implementation of a cognitive behavioral program at all juvenile facilities to teach the juveniles to recognize behavioral patterns such as anger control, conflict resolution, communication skills, working in a diverse environment, and achieving a personal plan of action.

RESPONSE

Agree. This recommendation has been implemented. The Department utilizes cognitive behavioral interventions as part of the therapeutic model within the Residential Treatment Services Bureau (RTSB), also known as camps, for post-adjudicated youth. Youth that are detained in juvenile halls, have less dosage (frequency and duration) of programming than those in camps, but are provided with individual mental health interventions that are cognitive behavioral in nature. Department of Mental Health (DMH) clinicians facilitate Adapted Dialectic Behavioral Therapy and Seeking Safety; both are cognitive behavioral therapies (CBT).

Departmental staff facilitate CBT groups in Resilience and Intergroup Solidarity Education (RISE) and Youth Engaged in Leadership and Learning (YELL). Both curriculums are predicated on CBT. In addition, the Behavior Management Program (BMP) is being redesigned to align with the principles of Positive Youth Development to improve the social emotional domains of problem solving and emotional management. The BMP incentivizes and reinforces the skills acquired during CBT groups and youth are rewarded for demonstrating those skills and prosocial behavior.

RECOMMENDATION NO. 7.4

Vocational training programs such as plumbing, automobile repair, computer repair, carpentry, culinary arts and upholstery should be offered at the camps.

RESPONSE

Agree. This recommendation has been implemented. Probation Education Services sponsors various vocational training programs in our camps. These include culinary arts in partnership with Mission College at Campus Kilpatrick, Automotive technology at Dorothy Kirby Center in partnership with Los Angeles Trade Tech college, and Logistics in partnership with United Parcel Service (UPS) and East Los Angeles College at Camps Afflerbaugh, Paige and Dorothy Kirby Center.

In collaboration with WDACS, youth in our camps have an opportunity to participate in Probation's camp employment program. Every year approximately 250 youth in our camps and halls are provided with an opportunity to work up to 120 paid hours in our residential centers. The 120 hours includes 20 hours of paid Personal Enrichment Training (PET) facilitated by trained Probation Education Services Staff. In addition, participants in this program receive an employment transition plan; as well as, employment support through the AJCC locations in their local communities.

RECOMMENDATION NO. 7.5

Group sessions to learn communication skills should be implemented on an on-going basis.

RESPONSE

Agree. This recommendation has been implemented. As indicated, the Department's Community Health Workers and Probation Officers facilitate youth groups, as well as the DMH, and contracted agencies. Adapted Dialectic Behavioral Therapy, Seeking Safety, RISE, YELL, include teaching and motivating youth to perform prosocial behaviors. The Department also has contracts and non-financial Memorandum of Understandings (MOUs) with several community-based providers who facilitate groups (e.g., Spoken Word, Drama, Music) to teach youth how to resolve conflict, and regulate their emotions. The Department has established an MOU with the City of Los Angeles's Gang Reduction Youth Development (GRYD), to provide healing circles and transformative mentoring facilitated by contracted agencies who hire persons with lived experiences. The Department is also releasing a work order to expand Credible Messenger healing circles for youth in the halls and camps who do not reside within the City of Los Angeles catchment areas. The Department has also established a public-private partnership with the California Community Foundation (CCF) to re-grant Juvenile Justice Crime Prevention Act (JJCPA) funds to community-based providers to deliver youth development services. Some of these grantees are delivering services to youth in custody.

RECOMMENDATION NO. 7.6

Provide professional counseling to the juveniles during their time while confined in the HOPE and Mind Centers.

RESPONSE

Agree. This recommendation has been implemented. The Department offers counseling to youth by DMH staff in the juvenile halls' and camps' Healing Opportunities and Positive Engagement (HOPE) Centers. Dorothy Kirby Center also provides counseling by DPOs who specialize in treatment and counseling. They assist the youth by conducting a Behavior Chain Analysis to examine their behavior and identify triggers and vulnerability factors that link to unwanted behaviors. Describing the emotions, thoughts and body sensations that occur immediately before, during, and after negative behaviors can provide guidance to staff and youth to explore where, when and how to intervene in the behavioral cycle to make unwanted behaviors less likely to occur again.

RECOMMENDATION NO. 7.7

Microwave ovens should be made available at DKC inside the cottages, which the residents may use to make popcorn and other treats.

RESPONSE

Agree. This recommendation has been implemented. All living units at DKC are equipped with microwaves.

RECOMMENDATION NO. 7.8

The air-exchange system at DKC is not adequate for the facility; therefore, it needs to be replaced.

RESPONSE

Partially Agree. This recommendation requires further analysis to be completed in 6 months. Probation's Management Services Bureau (MSB) will work with their maintenance provider and perform an assessment of Dorothy Kirby Center's HVAC system. Should the assessment determine that there are air flow deficiencies, MSB will work with Administrative Services Bureau to identify funding to repair or replace the system.

RECOMMENDATION NO. 7.9

A security checkpoint at entry and a carded gate-entry system needs to be installed at DKC.

RESPONSE

Partially agree. This recommendation requires further analysis to be completed in 6 to 9 months, due to the complexity of the project and funding restrictions. A single point of access, with control measures in place, will provide for additional safety and mitigate any liability that the County may incur as a result of physical or property damage. Additionally, the added overwatch of security guards or a key card at the entrance will enhance the interior security and safety of all that is currently provided by the Probation officers on site. Probation's MSB will work with Juvenile Institution's management to identify viable security checkpoint and carded gate-entry systems and assess whether there is funding to pursue.

RECOMMENDATION NO. 7.10

The treatment model at DKC should be implemented at other juvenile detention facilities to create a culture of care rather than a culture of control.

RESPONSE

Partially Agree. This recommendation is in the process of being implemented. The Department started the paradigm shift to a culture of care in 2008 with Camps Redesign. All staff were trained in evidence-based practices in corrections which included Core Correctional Practices (CPC), Principles of Effective

Interventions, Motivational Interviewing, Adolescent Stages of Development, and Trauma Informed Practices. In 2018, Juvenile Operations revised its mission statement to "It is the mission of Juvenile Probation to promote and support healthy youth development that is trauma-responsive, strength-based and culturally competent by partnering with families and the community."

On June 21, 2019, the Department submitted an action plan to the Board of Supervisors, entitled "Embracing the Future," requesting resources to develop a youth centered therapeutic milieu. This plan was predicated on the Youth in Custody Practice Model (YICPM) Initiative, with technical assistance provided by Trauma Expert, Dr. Monique Marrow. Expansion with additional funding will be taken in the broader consideration of the context of the budget and Departmental priorities. The youth in juvenile hall are there for a limited time which does not include the time or staffing resources to establish a therapeutic relationship with the youth and the family. However, the Department continues to advocate and support a "culture of care," by adopting a Positive Youth Development framework, and train staff in de-escalation techniques, Crisis Communications, Behavior Management, and Rapport-Based Supervision.

RECOMMENDATION NO. 7.11

Assign DPOs inside every classroom to ensure the safety of educators and juveniles alike.

RESPONSE

Partially Agree. This recommendation has been partially implemented as DPOs are assigned to select classrooms. The Department assigns DPOs to specific classrooms that have youth attending from various wings/dorms or that have continuous behavioral concerns. Additionally, all camps have a DPO assigned as a School Liaison during school hours that respond to any classroom or counsel youth as needed.

RECOMMENDATION NO. 7.12

Ensure juvenile records are available to LACOE teaching staff for review.

RESPONSE

Partially Agree. This recommendation will not be implemented. Currently the Department does not share juvenile records to teaching staff, as teachers are not identified under Welfare and Institutions Code (WIC) Section 827 as individuals authorized to receive case records. However, a Superintendent of a school or a designee in the district where the youth attends school is authorized to receive and/or discuss juvenile case records. The superintendent or designee may make a request by submitting a "Declaration in Support of Access to Juvenile Records" form accompanied by presentation of proper identification. A representative from Los Angeles County Office of Education (LACOE) is assigned to Camps Headquarters to assess and develop an education plan for youth once they receive a camp order. This information is incorporated into the youth's case plan and shared during the Initial Multi-Disciplinary Team (MDT) meeting, along with any safety/behavioral concerns. MDTs occur throughout the duration of the youth's camp commitment, and educators are invited to attend. The MDT is designed to discuss a youth's progress towards treatment goals and strategies to address negative behaviors. Additionally, should a youth be suspended from class, the teacher is required to make contact with the parent. The parent is often the best source of information to identify the root cause of negative behavior, and effective strategies to mitigate those behaviors.

RECOMMENDATION NO. 7.13

Create an avenue for high school graduates to participate in the Court to College Program.

RESPONSE

Disagree. This recommendation will not be implemented. Juvenile Probation does not participate in the Court to College program; however, post-secondary programming takes place at all Residential Treatment Services Bureau (RTSB) and Detention Services Bureau (DSB) juvenile residential facilities. Programming consists of both onsite, online and hybrid style instruction. College course offerings vary by semester. All credit courses offered through our Los Angeles Community College District Partners are University of California (UC)/California State University (CSU) transferable. Education services staff serve as proctors working alongside college instructors. Youth in the college program are provided with the required course textbooks, access to technology and attend weekly study groups.

RECOMMENDATION NO. 7.14

Expand the Court to College program to include all community colleges.

RESPONSE

Disagree. This recommendation will not be implemented. College instruction is currently available in all of Probation's Residential Treatment Services Bureau camps through Probation Education Services. College courses are offered through Los Angeles Mission College, ELAC, Los Angeles Trade Tech, Glendale Community College and University of California, Los Angeles (UCLA). Students in our program will be registered through the Los Angeles Community College District (LACCD). Students in the LACCD system are eligible to continue taking courses at any of the nine community colleges in Los Angeles County.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR DETENTION COMMITTEE

RECOMMENDATION NO. 28

Supervisors should screen all videos to ensure non-violent content. Dayroom should be constantly supervised. Submit work order for broken window.

RESPONSE

Agree. This recommendation has been implemented. The Department's policy indicates "only movies or videos approved by the Building Supervisor may be shown to the youth" and part of staff responsibilities include "all youth not in their rooms are under direct visual supervision of staff at all times."

A work order was submitted for the broken window and has since been replaced. In June 2019, the Department implemented a newly re-designed electronic work order program called Probation Facilities Management System (PFMS). PFMS is an online service available to all staff requesting for maintenance and repair work for a Probation facility and/or support services requests for wireless communication devices, landline requests, asset disposition requests and special job/event requests.

RECOMMENDATION NO. 29

Swimming lessons should be offered. (Note - This was specifically in reference to Camp Clinton Afflerbaugh and the pool not being used often due to many youths' inability to swim.)

RESPONSE

Partially Agree. This recommendation is in the process of being implemented. In recent years, the Department has established an agreement with the County's Department of Parks and Recreation (DPR) to provide lifeguard services. Prior to COVID-19, the Department was finalizing its agreement with DPR to provide lifeguard supervision and swimming lessons. Since COVID-19, DPR is having difficulty staffing these positions, but the Department remains committed to funding these resources taking in the broader consideration of the context of the budget and Departmental priorities.

Attachment L

Public Health

DRAFT



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
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August 19, 2020

TO: Sachi A. Hamai,
Chief Executive Officer

ATTN: Cheri Thomas

FROM: Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director *Barbara Ferrer*

SUBJECT: **DEPARTMENT OF PUBLIC HEALTH RESPONSES TO THE 2019-2020
LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT**

As requested in your August 3, 2020 memo regarding the 2019-2020 Civil Grand Jury Final Report, attached are the responses from the Department of Public Health, including program-specific responses from the Environmental Health and Health Facilities Inspection Divisions, to recommendations for the following sections:

- A Diet for Landfills: Cutting Down on Food Waste
- Hospitals on Ventilators
- Nursing Homes: Only the Strong Survive.

Please let me know if you have any questions or need additional information.

BF: ss

Attachment

c: Muntu Davis, M.D., M.P.H.
Megan McClaire, M.S.P.H.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.6

The County Department of Public Health should develop a program to train its 300 food inspectors as “ambassadors” when they are in the field. The inspectors need to be armed with the Food DROP brochure,¹⁴¹ as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Agree. This recommendation has been implemented. The Department of Public Health (DPH) supports the ability to leverage its workforce to inform permitted food businesses about safely donating surplus food and encourages participation in existing food redistribution programs, such as Food DROP.

RECOMMENDATION NO. 1.7

The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially agree. This recommendation will not be implemented. Due to the current COVID-19 pandemic response efforts, the resources needed to expand education and outreach are not available. DPH plays and will continue to play a supporting role to Public Works in their efforts to ensure compliance to the Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions policy. In addition to establishing targets to reduce the level of statewide disposal of organic waste, this policy included an additional target that no less than 20 percent of currently disposed edible food is recovered by 2025. DPH is also supportive of assisting Public Works in their existing efforts, including the Food DROP program, to develop a food waste education program on how waste can be collected and separated.

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people¹⁴² for most of its summer concert events, has several food options onsite,¹⁴³ and traditionally draws large pre-concert picknicking crowds, implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

Disagree. This recommendation will not be implemented at this time. Due to the COVID-19 pandemic, adequate resources and staffing needed to proceed with this work are not available.

DPH's Division of Chronic Disease and Injury Prevention (CDIP) currently reviews all new and/or renewing Requests for Proposals for food and vending services to ensure dietary requirements are integrated into final contracts, as required through the *Healthy Food Promotion in County Food Service Contracts* motion, adopted by the County of Los Angeles Board of Supervisors in 2011. To include requirements on food waste separation and recycling in multiple County contracts, a comprehensive assessment of County departments and their food service contracts will be necessary to provide an in-depth understanding of the number of departments that currently require the implementation of food waste separation and recycling programs in their contracts and the potential costs of doing so. The contracting process is complex and varies to some degree by department and non-department entity.

RECOMMENDATION NO. 1.9

The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.

RESPONSE

Partially Agree. This recommendation will not be implemented. DPH defers to the Public Works response for this recommendation.

RECOMMENDATION NO. 1.12

All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school,¹⁴⁴ and monitor edible food recovery efforts.¹⁴⁵

RESPONSE

Partially Agree. This recommendation will not be implemented. DPH recognizes that schools are responsible for an estimated 1-2 percent of food wasted in the United States, which translates to approximately 26 percent of a school district's budget. DPH appreciates the need to support edible food recovery in schools and has developed two guides that schools can use as resources to support their efforts in implementing edible food recovery strategies, such as establishing share tables. These two guides are titled, 'Share Tables and Food Donations in Schools Best Practices for Los Angeles County,' and 'CalFresh Healthy Living Share Table Implementation Guide.'

Garden and composting programs can have a myriad of benefits to students, including making healthier food choices, as well as improving social and emotional health. While there are many benefits, significant challenges to establishing gardening and composting programs Countywide need to be addressed, including time, staff, funding, curriculum, and space. While the County can provide capacity building opportunities for individual schools to address these challenges, it is up to each school district to examine its priorities and allocate its resources towards efforts such as these.

RECOMMENDATION NO. 1.13

All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).

RESPONSE

Partially agree. This recommendation will not be implemented, as these efforts are contingent on State funding. Many after-school daycare providers receive state funding, which has dwindled over time. Current programs may lack the capacity to develop a garden/compost program.

DRAFT

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HOSPITALS ON VENTILATORS

RECOMMENDATION NO 9.1

The Board of Supervisors, Department of Public Health, and Department of Health Services should undertake a complete review of current hospitals' (County, Public, and Private) ability to meet SCAG's County growth projections for the upcoming 20 years.

RESPONSE

Agree. This recommendation will not be implemented, as it falls under the State jurisdiction. The Department of Public Health (DPH) agrees that a review of current area hospitals' ability to meet anticipated population growth is important to understanding whether existing capacity can meet future needs. However, as the state has the regulatory authority over hospitals, we believe that this should be performed under state direction. This may be an especially important piece in COVID-19 recovery, as there were significant gaps in the medical system that were identified during the pandemic in California.

RECOMMENDATION NO. 9.3

The Board of Supervisors, EMS, and the Department of Health Services should consider the COVID-19 pandemic and ensure sufficient funding such that all medical facilities within the County have adequate supplies (masks, hand sanitizer, ICS ventilators, etc.) for any future crises.

RESPONSE

Agree. This recommendation has been implemented. DPH continues to advocate for increased federal preparedness funding and assuring that a sufficient portion of COVID-19 disaster recovery dollars are earmarked for rebuilding emergency medical supply and equipment caches that were depleted during the pandemic. In addition, efforts should be devoted to strengthening the national supply chain that hospitals and healthcare entities are reliant upon by identifying more efficient procurement, rebuilding domestic manufacturing capabilities, and ensuring and maintaining an effective cache storage and distribution system to prevent shortages in future emergencies.

RECOMMENDATION NO. 9.4

This Committee recommends that the Board of Supervisors, EMS, DHS, and DPH provide a report specifically outlining how Measure B funds are being used to update the Bioterrorism Preparedness Plan so that the County will always have enough medical equipment to deal with global emergencies.

RESPONSE

Agree. This recommendation will not be implemented. While DPH does not have direct oversight of the Measure B funding, DPH would support a review of Measure B funding and provision of a report on bioterrorism preparedness and response activities initiated by the Measure B Advisory Board by December 31, 2020.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR NURSING HOMES: ONLY THE STRONG SURVIVE

RECOMMENDATION NO. 13.1

The Committee recommends that the County contract with an outside independent auditor to conduct a review of the contract agreement between the HFID and the CDPH. This audit needs to specifically address the complaint process, which has strict guidelines.

RESPONSE

Disagree. This recommendation will not be implemented. Department of Public Health (DPH) is satisfied with the contract agreement between DPH Health Facilities Inspection Division (HFID) and the California Department of Public Health (CDPH). DPH HFID is required to adhere to the contract complaint process, which is defined in Federal regulations, specifically 42 CFR § 488.332 – Investigation of complaints of violations and monitoring of compliance and further elucidated in the Centers for Medicare & Medicaid Services' State Operations Manual Chapter 5 – Compliant Procedures developed for all states.

Of special note: On May 26, 2020, the Board of Supervisors approved the Improving Oversight and Accountability Within Skilled Nursing Facilities (SNF) motion authored by Supervisors Mark Ridley-Thomas and Kathryn Barger, which demanded "an immediate, independent and holistic review" of Skilled Nursing Facilities by an Inspector General "to identify regulatory and policy recommendations for consideration at the local, state, and federal level to enhance the quality of care for residents, ensure that ongoing infection control measures are in place, and support the health care professionals that serve in this industry."

On June 26, 2020, the County Executive Officer appointed the County's Inspector General (IG) as the Inspector General called for in the motion.

On July 30, 2020, the County's IG issued their Scope of Work for this motion which includes a review of DPH's obligations related to SNFs under the terms and conditions of the current contract, and specifically, DPH HFID's process for handling SNF complaints and facility reported incidents (FRI) investigations. DPH fully supports the Board Motion and the County's IG review.

RECOMMENDATION NO. 13.2

The Committee recommends that the HFID create and maintain a user-friendly database that includes all staffing and inspections information on each facility in Los Angeles County. This database should be available on the HFID website (<http://publichealth.lacounty.gov/hfid/>) and include the ability for the public to offer feedback and lodge formal complaints.

RESPONSE

Disagree. This recommendation will not be implemented. The California Department of Public Health Center for Health Care Quality Licensing and Certification Program (L&C) has already developed the California Health Facility Information Database (Cal Health Find). Cal Health Find provides consumers with information

about licensed and certified facilities throughout California including "provider details, facility ownership, licensing and certification status (acceptance of Medicare and/or Medi-Cal), performance history (complaints, entity/facility reported incidents, state enforcement actions), and deficiencies identified by L&C staff. Cal Health Find also allows consumers to file complaints electronically.

Cal Health Find can be found at the following link:

<https://www.cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx>.

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RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.6

The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure,¹⁴¹ as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Agree. This recommendation has been implemented. In January and February of 2018, DPH developed a program and trained 480 of its Environmental Health Specialists, on "Safe Surplus Food Donations" which is applicable in 85 of the 88 contract cities, including county unincorporated. As field "ambassadors," inspectors began distributing informational brochures in February 2020 in English and Spanish on food waste and donations to Los Angeles County permitted food businesses during routine field inspections.

RECOMMENDATION NO. 1.7

The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)

RESPONSE

Partially Agree. This recommendation will not be implemented. Due to the current response to the COVID-19 pandemic, resources are not available at this time to do the education and outreach that is needed. DPH-EH defers to the response provided by DPH.

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people¹⁴² for most of its summer concert events, has several food options onsite,¹⁴³ and traditionally draws large pre-concert picknicking crowds, implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

Disagree. This recommendation will not be implemented. Please refer to the response provided by DPH.

RECOMMENDATION NO. 1.9

The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.

RESPONSE

Partially Agree. This recommendation will not be implemented. DPH-EH defers to the Public Works response for this recommendation.

RECOMMENDATION NO. 1.12

All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school, and monitor edible food recovery efforts.

RESPONSE

Partially Agree. This recommendation will not be implemented. In the latter part of 2019, an assessment of the 80 school districts was conducted by DPH and the Los Angeles County Office of Education, through an online survey (of which 50 percent of the school districts responded), informant interviews and review of official school documents. The goal was to gather data on the school districts' waste prevention strategies, the way they were implemented, where they were being practiced and the extent of the implementation. Findings from this assessment was compiled into a draft publication titled "Food Recovery in School Districts – A Snapshot of Food Waste Prevention and Reduction Activities in School Districts in LA County" pending Board approval.

The results of the assessment revealed most schools were implementing at least three activities to help reduce food waste, through such programs as "Offer vs. Service," applied "Smarter Lunchroom" techniques, and the implementation of share tables. Among the least popular responses for food waste prevention/reduction efforts, was the composting of food scraps both on and/or off site.

For DPH to explore the feasibility of the effectiveness of a garden and compost program and to monitor edible food recovery in every school would require the participation of all school districts, developing a plan with the County's Department of Public Works, another assessment to be conducted in order to obtain additional data, and identifying different funding sources. Also, a Countywide outreach and educational program would have to be developed in order to overcome the dislike of composting activities, as noted in the assessment's findings. A funding source to implement would need to be identified.

RECOMMENDATION NO. 1.13

All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).

RESPONSE

Partially Agree. This recommendation will not be implemented. The development of a garden/compost program would require further engagement with all 80 school districts, exploring strategies to overcome challenges presented by seasonal climate and its impact on a viable garden. Other issues to consider include the need to address cultural backgrounds and needs of student populations with varying diets and tastes. The effectiveness of such a program would require the approval and acceptance of school districts as well as a well-coordinated effort with Public Works, an extensive educational and outreach plan with significant funding and resources to implement.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH—HEALTH FACILITIES INSPECTION DIVISION

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR NURSING HOMES: ONLY THE STRONG SURVIVE

RECOMMENDATION NO. 13.1

The Committee recommends that the County contract with an outside independent auditor to conduct a review of the contract agreement between the HFID and the CDPH. This audit needs to specifically address the complaint process, which has strict guidelines.

RESPONSE

Disagree. This recommendation will not be implemented. A review of the contract between the County and the California Department of Public Health (CDPH) is unnecessary. The current contract was a product of intense negotiations between CDPH and the County DPH and prior to Board approval, the contract was reviewed by State and County attorneys. The complaint process used by Health Facilities Inspection Division (HFID) is defined under Section 42 of the Code of Federal Regulations 488.332, providing the Federal regulatory basis for the investigation of complaints about nursing homes. The complaint process is further mandated under Chapter 5 of the State Operations Manual developed by the federal government for all states and cannot be changed.

RECOMMENDATION NO. 13.2

The Committee recommends that the HFID create and maintain a user-friendly database that includes all staffing and inspections information on each facility in Los Angeles County. This database should be available on the HFID website (<http://publichealth.lacounty.gov/hfid/>) and include the ability for the public to offer feedback and lodge formal complaints.

RESPONSE

Disagree. This recommendation will not be implemented. HFID is mandated to use a system developed and maintained by the federal government called the Automated Survey Processing Environment (ASPEN). Inspection information is already available for public viewing on the California Health Facilities Information Database (CalHealthFind) via the following link: <https://www.cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx>

Cal Health Find may be used to search for facilities by name, facility type or location; view provider details, including facility ownership, licensing and certification status; compare up to three facilities at a time; and file a complaint electronically.

Attachment M

Public Works

DRAFT



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE


REFER TO FILE:

EP-4

August 31, 2020

TO: Sachi A. Hamai
Chief Executive Officer

Attention Cheri Thomas

FROM: Mark Pestrella 
Director of Public Works

RESPONSES TO THE 2019-2020 LOS ANGELES COUNTY CIVIL GRAND JURY FINAL REPORT

Public Works received a memo from the County Executive Office requesting responses to the 2019-2020 Los Angeles County Civil Grand Jury report titled "A Diet for Landfills: Cutting Down on Food Waste."

Public Works is required to respond to Recommendations 1.1, 1.2, 1.3, 1.4, 1.5, 1.7, 1.8, 1.9, 1.12, and 1.14.

Attached are the recommendations and corresponding responses from Public Works.

If you have any questions, please contact me or your staff may contact Shari Afshari at (626) 458-4008 or safshari@pw.lacounty.gov.

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Attach.

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR A DIET FOR LANDFILLS: CUTTING DOWN ON FOOD WASTE

RECOMMENDATION NO. 1.1

Each of the 88 cities and the County's unincorporated areas should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations, such as the Los Angeles Community Garden Council or landscaping companies for composting.

RESPONSE

Agree. This recommendation requires further analysis which will be completed by February 2021. Public Works will conduct further analysis within the unincorporated County to determine exactly where and how to implement a pilot program. Public Works will consider establishing a pilot in partnership with community gardens and farmers markets. Public Works defers to the cities on their role in establishing food waste drop-off centers.

RECOMMENDATION NO. 1.2

County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.

RESPONSE

Agree. This recommendation is in the process of being implemented. Public Works currently uses worm bins to compost pre-consumer food waste at its Headquarters. In addition, Public Works has prepared information about small-scale on-site organic waste processing technologies and plans to post the information online by the end of 2020. Public Works will also provide assistance to businesses, County facilities, schools, and other local jurisdictions that are interested in utilizing these technologies.

RECOMMENDATION NO. 1.3

County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the City of Santa Barbara, businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the City's Food Scraps Program and can save several hundred dollars a month off their trash collection fee.

RESPONSE

Partially Agree. This recommendation will not be implemented. Monetary incentives can be a good tool in certain situations; however, in this case, in accordance with SB1383, the County must require residents and businesses to use organic waste collection services and enforce the requirements with monetary penalties for noncompliance therefore incentives are not appropriate.

RECOMMENDATION NO. 1.4

County officials should work with community colleges and workforce training programs to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.

RESPONSE

Disagree. This recommendation will not be implemented by Public Works as jurisdiction for this recommendation lies with the community colleges. Public Works does not operate waste management or recycling facilities but can support County efforts to develop educational programs related to those activities.

RECOMMENDATION NO. 1.5

County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.

RESPONSE

Partially Agree. This recommendation will not be implemented by Public Works as jurisdiction lies with the Sheriff's Department. Public Works has previously assisted Pitchess Detention Center with their recycling programs, including their farming and composting program.

RECOMMENDATION NO. 1.7

The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation and for how food waste will be collected and separated.

RESPONSE

Agree. This recommendation will be implemented with respect to Public Works' role in developing educational materials. Public Works defers to Public Health's response regarding their role in this recommendation.

RECOMMENDATION NO. 1.8

County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options on-site, and traditionally draws large pre-concert picnicking crowds. Implementing a food waste recycling program can be part of a public education campaign.

RESPONSE

Agree. Implementation of this recommendation is in progress with respect to Public Works' role. Public Works has been working with County facilities to develop resource management plans to reduce waste and set up recycling programs, including for organics. Public Works will continue scheduling site visits and waste assessments at large venues and facilities generating large amounts of food waste. Public Works defers to other County agencies' responses regarding their role in this recommendation.

RECOMMENDATION NO. 1.9

The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area and in the dining room.

RESPONSE

Agree. This recommendation will be implemented. Public Works has been working with County facilities to develop resource management plans to reduce waste and set up recycling programs, including for organics. Public Works has discussed implementing food waste collection programs at other County facilities and can assist with this effort. Public Works defers to the CEO's response regarding their role in this recommendation.

RECOMMENDATION NO. 1.12

All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school and monitor edible food recovery efforts.

RESPONSE

Partially Agree. This recommendation will not be implemented as jurisdiction lies with school districts. It is important to note that Public Works has provided assistance to school districts that are interested in developing sustainable gardening, composting, and edible food recovery programs through its Smart Gardening Program and can continue to support school districts in their efforts to create such programs

RECOMMENDATION NO. 1.14

Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.

RESPONSE

Partially agree. This recommendation is in the process of being implemented in County unincorporated areas. The first part of this recommendation is referring to the County's "*2018 Countywide Organic Waste Management Plan*." Page 39 of the plan lists 11 Organic Waste Management Options. Elected officials and jurisdictions may consider these options, separately or in conjunction with one another, to divert organic waste. Public Works is currently working on implementing many of these options, such as an enforcement ordinance, contract modifications, exclusive commercial hauling, and source separated organics collection. While Public Works agrees that jurisdictions should consider the 11 Options as they develop organics recycling programs, they are not a one-size-fits-all solution and jurisdictions will need to assess each individual Option and implement them as appropriate.

Public Works agrees with the need to express support for increasing organic waste infrastructure capacity.

Attachment N

Los Angeles Homeless Services Authority (LAHSA)

DRAFT



Heidi Marston
Executive Director

Board of Commissioners

Wendy Greuel
Chair

Jacqueline Waggoner
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Kelli Bernard

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August 24, 2020

Sachi A. Hamai
Chief Executive Office
Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

Re: 2019-2020 Civil Grand Jury Final Report

Dear Sachi Hamai,

Attached is the response to the 2019-2020 Los Angeles County Civil Grand Jury Final Report. We appreciate the opportunity to respond to the review.

If you or your staff have any questions or require additional information, please contact Darcie Mulholland, Associate Director Monitoring and Compliance, at 213-225-8449 or dmulholland@lahsa.org.

Sincerely,

Heidi Marston
Executive Director

Cc: Anthony Creed
Chris Dacanay
Mazharul Islam
Nathaniel VerGow
Darcie Mulholland
cthomas@ceo.lacounty.gov

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES LOS ANGELES HOMELESS SERVICES AUTHORITY

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR HOME SWEET HOME

RECOMMENDATION NO. 8.8

Increase the percentage of Measure H funds for housing vouchers to those who are severely rent burdened and to adequately subsidize Board and Care homes.

RESPONSE

Partially disagree. This recommendation will not be implemented.

LAHSA agrees that there is critical need to expand the supply of permanent rental subsidy for persons experiencing, and at risk-of, homelessness, across Los Angeles County. Presently, permanent rental subsidies are made available with Measure H funding via the County's D7 strategy, which is administered by the County Department of Health Services. The County of Los Angeles is already increasing its annual proportion of D7 funding.

However, LAHSA disagrees with the recommendation to use Measure H funding for this purpose, as availability of Measure H funding is not sufficient to make available for rent-burdened persons and/or persons requiring Board and Care. Further, while there are persons experiencing homelessness who require Board and Care and/or persons at-risk of homelessness who require Board and Care, LAHSA does not agree that it is the responsibility of limited County homelessness dollars to be utilized to adequately subsidize Board and Care, as the number and volume of persons in need of this particular service is beyond the scope of what Measure H can provide. LAHSA agrees that homelessness cannot be adequately addressed without the creation of additional housing, creation of additional Board and Care, and the subsidization of both.

As referenced, the County of Los Angeles is already increasing its proportion of Measure H funds in support of the D7 strategy. However, LAHSA recommends that efforts to create additional housing, additional subsidy, and expansion of Board and Care is best researched in conjunction with partnering agencies that develop, manage, and fund permanent and affordable housing, such as HACLA, HCID, and LACDA, as well as the County Department of Health Services and Department of Mental Health, who have expertise in Enhanced Residential Care and Board and Care housing options.

RECOMMENDATION NO. 8.9

Employ additional resources to create greater access for unsheltered individuals in the City and County of Los Angeles to showers, and hygiene provisions.

RESPONSE

Agree. This recommendation has been implemented.

LAHSA, in conjunction with funding partners from the City and County, has expanded hygiene and sanitation projects (such as mobile shower, mobile laundry, etc.) in recent years.

RECOMMENDATION NO. 8.10

Provide additional public toilets in the City and County of Los Angeles (the UN standard recommends 2000 toilets Countywide).

RESPONSE

Partially agree. Further analysis to determine implementation date will be completed by February 2021.

LAHSA agrees that additional public restrooms are needed to meet the recommendations of the UN report. However, LAHSA disagrees that it is the responsibility of the homeless response delivery system to provide, supply, fund, and operate public restrooms. LAHSA recommends that this finding is best funded, implemented, and operated by City and County Public Works departments, as parts of general public infrastructure.

LAHSA does not wish to speak towards implementation as this is not a strategy LAHSA is pursuing. LAHSA advises that City and County Public Works departments are best suited to analyze and report back on this strategy.

RECOMMENDATION NO. 8.11

Build USC Pods in vacant lots owned by the County and City of Los Angeles.

RESPONSE

Partially agree, though this recommendation will not be implemented by LAHSA.

LAHSA finds the Pod Village concept to be a promising concept to explore. However, LAHSA advises that housing for homeless persons must be appropriate to accommodate persons with disabilities and disabling conditions, as well as support aging in place. Further, LAHSA advises that permanent housing for homeless persons must be designed in efforts to ensure fair and equitable housing opportunities, that homeless persons have access to the same quality and standards of housing as the general population. LAHSA advises that further research is required to ensure that Pods developed as permanent housing can meet the criteria referenced above.

As referenced in the response above, LAHSA advises that this strategy requires further research to ensure that Pod housing developed as permanent housing for homeless persons can be created in such fashion that it is accessible according to ADA/ADAA standards, meets Fair Housing requirements, and the minimum life, health, and safety standards of City and County permitting and code enforcement entities.

RECOMMENDATION NO. 8.12

Build tiny homes in vacant lots owned by the County and City of Los Angeles

RESPONSE

Partially agree, though this recommendation will not be implemented by LAHSA.

LAHSA agrees that surplus property, as well as un-used and/or under-utilized parcels of land owned by City, County, and State present opportunities for expedited development, and as such are well suited for exploration as future permanent and affordable housing locations. However, LAHSA advises that, similarly to the Pod Village concept expressed above, that housing built for homeless persons must be designed to

accommodate persons with disabilities as well as to accommodate aging in place. Further, that housing must meet Fair Housing requirements of being of equitable in quality and standards of housing for the general public.

As referenced in the response above, LAHSA advises that this strategy requires further research to ensure that "tiny homes" developed as permanent housing for homeless persons can be created in such fashion that it is accessible according to ADA/ADAA standards, meets Fair Housing requirements, and the minimum life, health, and safety standards of City and County permitting and code enforcement entities.

DRAFT

RESPONSE TO THE 2019-2020 CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES LOS ANGELES HOMELESS SERVICES AUTHORITY

2019-2020 CIVIL GRAND JURY RECOMMENDATIONS FOR LA-HOP (LOS ANGELES HOMELESS OUTREACH PORTAL)

RECOMMENDATION NO. 10.1

Update procedures by these organizations to use LA-HOP to report homelessness:

- a. Los Angeles Police Department
- b. Los Angeles County Sheriff's Department
- c. Emergency Medical Services
- d. County Hospitals
- e. City and County Fire Departments
- f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.

RESPONSE

Partially disagree. This recommendation requires further analysis to be completed by February 2021.

Thank you for flagging the importance of these critical stakeholders. LA-HOP is designed to connect vulnerable, unconnected people to the outreach system; it is not designed nor staffed to triage and connect all people experiencing homelessness to other parts of the system. We agree that strategic use of LA-HOP among other street-based entities is important, most notably law enforcement. This will require continuous education on the system and its strategic use, which we currently do but requires continued investment. We must highlight the term "strategic use" of LA-HOP as it is critical to ensure the volume of requests allows for prompt dispatch. This is because 1) outreach capacity is limited (see below) and 2) outreach teams are already proactively working assigned areas and people found in these zones. Regarding an enhanced partnership with EMS, there are potential HIPAA constraints that must be navigated to allow for these entities to make referrals. We look forward to continuing to explore with City and County Fire to allow for this.

Regarding hospitals, they have access to a direct referral pipeline for shelter beds. Further, LAHSA has funded a number of hospital liaisons to support better triaging of homeless individuals to needed resources.

It's important to note that due to COVID-19, outreach teams have shifted its work to efforts to protect people on the streets with wellness checks and testing. This has impacted the ability to respond to requests for outreach, with significant delays in some Service Planning Areas (SPA).

Lastly, LAHSA created a helpful page to help connect people to various services, including other access points, safe parking, winter shelter, Veteran services, among many others. Please visit <https://www.lahsa.org/get-help>

Will continue to discuss with EMS on use and HIPAA challenges.

RECOMMENDATION NO. 10.2

Increase exposure of LA-HOP to the general public by having LAHSA advertise via:

- a. Newspapers
- b. County Agency Publications
- c. Los Angeles City Publications
- d. Libraries
- e. County Events
- f. Houses of Worship Events
- g. Community Service Organizations
- h. Radio and Television Broadcasts
- i. Social Media
- j. Public Service Announcements
- k. Billboards

To encourage maximum usage of LA-HOP, the Committee recommends that LAHSA initiate an incentive program with the above-listed organizations. These incentives can be organizational achievement awards and/or monetary rewards.

RESPONSE

Disagree. This recommendation will not be implemented for the following reasons: 1) we do not believe more traffic to the site is helpful as increased volume could create important bandwidth issues for outreach teams. Instead, as mentioned above, it's important to instead focus on more strategic use of the system by key partners in specific cases; 2) the outreach system has significant coverage of the unsheltered population through its proactive provision of service as they are out in the field in their assigned areas in order to find and support tens of thousands of unsheltered individuals; and 3) outreach teams know where encampments are, know the individuals who reside here, and are well-placed to provide services. LA-HOP is a helpful adjunct to identify people in need but is not a replacement for identifying and addressing needs via outreach teams' proactive work.

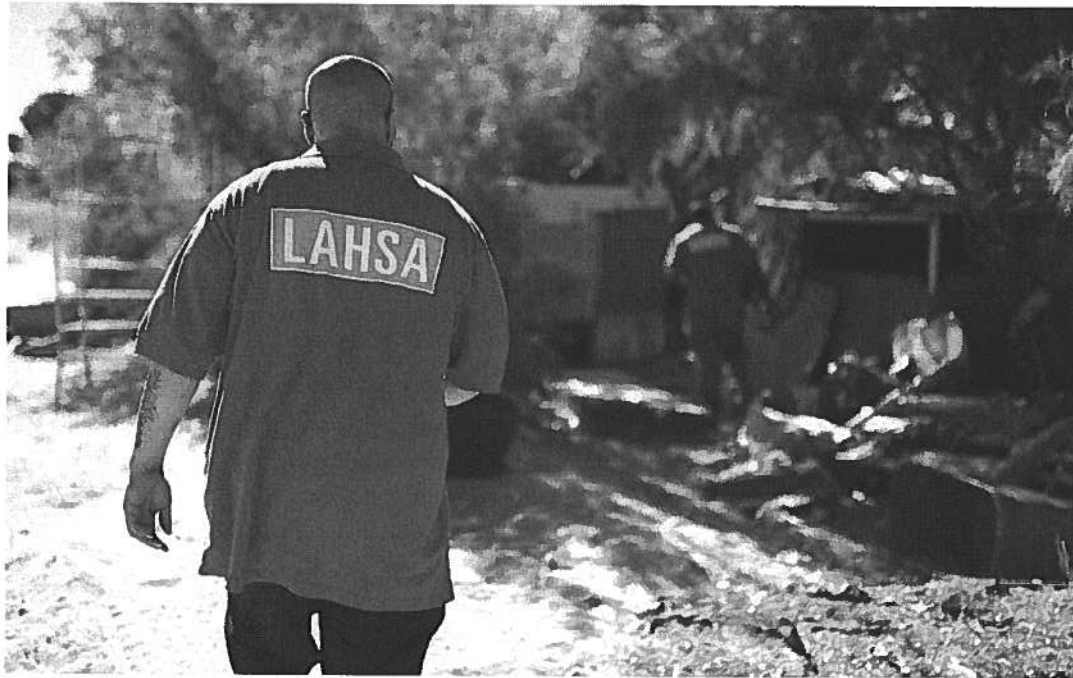
RECOMMENDATION NO. 10.3

In order to be easily identifiable to people in need, LAHSA outreach workers should have a distinctive uniform or vest.

RESPONSE

Agree. This recommendation has been implemented.

LAHSA Outreach teams have always worn very distinct uniforms and wear their LAHSA ID. Please see below for an example of their uniforms.



Attachment O

Matrix 2019-2020 Civil Grand Jury Final Report Responses

DRAFT

DEPARTMENTAL RESPONSES TO FINDINGS AND RECOMMENDATIONS OF THE
2019-2020 CIVIL GRAND JURY FINAL REPORT

Chief Executive Office for the Board of Supervisors – A Diet For Landfills: Cutting Down on Food Waste	
Recommendations	Responses
1.1 Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations such as the Los Angeles Community Garden Council or landscaping companies for composting.	Partially agree. This recommendation requires further analysis. The Board of Supervisors (Board) defers to the Department of Public Works' (DPW) response for details on the analysis.
1.2 County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.	Partially agree. This recommendation is in the process of being implemented. The Board defers to DPW's response for additional information on the implementation.
1.3 County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's <i>Foodscraps</i> program and can save several hundred dollars a month off their trash collection fee.	Disagree. This recommendation will not be implemented. The more immediate challenge to implementing large scale food recycling, which is noted in the Civil Grand Jury report, is the need to scale up collection and processing infrastructure. Until this infrastructure is in place, it would not be an appropriate use of limited financial resources to incentivize residents to separate food waste at this time.
1.4 County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.	Disagree. This recommendation will not be implemented as it is premature. As noted above, the most immediate challenge to implementing large scale food recycling is the lack of adequate collection and processing infrastructure. Until this infrastructure is in place along with its related employment opportunities, it would not be an appropriate

	<p>use of limited financial resources to invest in training a workforce to support the operation and maintenance of the infrastructure that does not yet exist. In addition, the Board notes that the OurCounty Sustainability Plan (OurCounty Plan) provides a hierarchy for waste management that prioritizes investments in source reduction and improving recycling over the use of these types of technologies.</p> <p>Partially agree. This recommendation will not be implemented. While the Board agrees that this could be a good program in principle, we defer to the Sheriff's Department which has jurisdiction over the facility. It is noted, however, that due to the restrictions implemented as a result of the COVID-19 pandemic, it may not be feasible to move forward with such a program at this time.</p> <p>Partially agree. This recommendation has been implemented. Since this recommendation is specifically directed to the Department of Public Health (DPH), the Board defers to their response on this recommendation. We note though that this recommendation may be aligned with action 128 in the OurCounty Plan which directs that the County "enhance and expand the County's existing Food DROP food donation and redistribution program...."</p> <p>Partially agree. This recommendation will not be implemented. Since this recommendation is specifically directed to DPH, the Board defers to their response on this recommendation. We note though that this recommendation may be aligned with action 121 in the OurCounty Plan, which directs that the County "promote and communicate source separation, organic waste collection requirements, food waste reduction and donation, local organic waste recycling programs, and conduct targeted, sector-based educational campaigns."</p> <p>Partially disagree. This recommendation will not be implemented. The Board defers to the response from DPH.</p>
<p>1.5 County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.</p>	
<p>1.6 The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health Departments.)</p>	
<p>1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)</p>	
<p>1.8 County officials should modify contracts with food vendor companies that are inside County Facilities, such as the Hollywood Bowl, the Arboretum, the Lon Angeles County Museum of Art, and cafeterias located at County</p>	

<p>hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.</p>	
<p>1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.</p>	<p>Agree. This recommendation will be implemented. The Chief Executive Office will work with Public Works to develop resource management plans to reduce waste and set up recycling programs, including for organics. Waste haulers that provide waste collection services to County facilities through FASMA will be required by the terms of their agreements to provide mandatory organic waste collection services to all County facilities by January 1, 2022. New contract language requiring that food services providers at the Hall of Administration institute procedures to separate food waste (in both the food prep area and the dining area) will be added the next time these agreements are amended or new agreements are executed.</p>
<p>1.14 Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.</p>	<p>Partially agree. This recommendation is in the process of being implemented. The Board defers to DPW's response for additional information on the implementation since they produced the referenced plan as well as the recently released Roadmap to a Sustainable Waste Future which incorporates and updates the referenced plan.</p> <p>In addition, the County is a strong advocate of increasing capacity for organic waste processing. This is reflected in the targets for Strategy 9D from the Sustainability Plan which calls for increasing organic waste processing capacity by 20 percent, 30 percent, and 45 percent by 2025, 2035, and 2045 respectively. Earlier this year, the County also co-sponsored AB 2612 (Maienschein) which would annually allocate \$200M from the Greenhouse Gas Reduction Fund for development of traditional and organics recycling infrastructure. As a result of the COVID-19</p>

	emergency, the bill is currently on hold, however it may be reintroduced in 2021.
Chief Executive Office for the Board of Supervisors – Can Technology Eliminate Police Pursuits?	
Recommendations	Responses
3.1 LASD will not pursue vehicles reported stolen that are equipped with vehicle recovery systems.	Partially agree. This recommendation will be implemented per the Sheriff's response. The Board defers to the Los Angeles Sheriff Department's (LASD) response for program implementation details.
3.3 LASD shall update currently Spike Strip used and logistically equip some patrol vehicles with safer "Nighthawk Remote Tire Deflation Device."	Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in the third quarter of Fiscal Year 20-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
3.5 LASD should hire an additional air crew, which means eight more staff to man a third helicopter on patrol, in the Lancaster/Palmdale area.	Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in the third quarter of Fiscal Year 20-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
3.6 LASD replacement of helicopters needed as the Eurocopters A350 has reached its life expectancy.	Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in Fiscal Year 20-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
3.8 LASD confirm that all law enforcement officers have maintained the mandated CPT1 and CPT2 courses.	Partially agree. This recommendation requires further analysis by the LASD who will be evaluating its resource needs. Evaluation is estimated to be completed in the third quarter of Fiscal Year 20-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
3.10 LASD follow the lead of the LAPD and implement the use of the BolaWrap 100 restrain technology.	Disagree. This recommendation will not be implemented per the Sheriff's response. The Board defers to the LASD's response.
Chief Executive Office for the Board of Supervisors – DNA 4	
Recommendations	Responses
5.1 The Los Angeles County Board of Supervisors provide funds to the Department of Children and Family Services to	Disagree. This recommendation will not be implemented. In agreement with the Department of Children and Family Services (DCFS), the Board

<p>facilitate DNA testing of children in foster care at the time of detainment into protective custody.</p>	<p>does not support DNA testing of children at the time of detainment into protective custody. DCFS has detailed legal concerns on obtaining DNA without consent from children/parents. From the DCFS response:</p> <p>DNA may not be collected from a person absent consent of the person from whom the DNA is to be taken, absent a court-ordered warrant based on probable cause, or an exception to the warrant requirement. Children, given their minor status, are not legally allowed to consent to such collection, thus, consent by the parents—or individual who has the power to consent for the child—or a court order authorizing the collection of the DNA must be obtained.</p>
<p>5.2 The Los Angeles County Board of Supervisors explore the terms of a contract with Ancestry.com in locating blood relatives.</p>	<p>Disagree. This recommendation will not be implemented. In agreement with the DCFS, the Board does not support exploring a contract with Ancestry.com in locating blood relatives due to the legal concerns about taking DNA samples from children and the potential liability of using a DNA profiling service and possible errors.</p> <p>In addition, DCFS has a robust family finding program, Permanency Partners Program (P3). This program is comprised of retired and part-time social workers that work with case. DCFS is also working to expand their Upfront Family Finding program which works aggressively to locate and engage with relatives at the time of detention.</p>
<p>5.3 The Los Angeles County Board of Supervisors work with the Department of Children and Family Services to include DNA availability for children who are beginning the transition from protective care to independent living. This would augment the current County familial location success rates.</p>	<p>Disagree. This recommendation will not be implemented. In agreement with the DCFS, the Board does not support facilitating DNA availability through its services for youth transitioning to independent living. DCFS has legal concerns about establishing such a practice. The department will instead continue to expand their family finding efforts for all children/youth in its care.</p>

Chief Executive Office for the Board of Supervisors – Free At Last	
Recommendations	Responses
6.2 Provide information inside the lobby about rehabilitative classes and training through signage regarding the services provided at the ROC.	Agree. The recommendation has been implemented. The Board defers to the Probation Department's response for further information on the implementation.
6.3 The County should include robust post-release educational opportunities and incentives to encourage those under supervision to continue with their education.	Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The Board defers to the Probation Department's response for further information on the implementation.
6.4 Ensure supportive services are provided to meet the needs of the participants, e.g. in areas of housing, transportation, clothing, employment, and education.	Agree. This recommendation has been implemented. The Board defers to the Probation Department's response for further information on the implementation.
6.5 INVEST has been funded for a two-year period, and we recommend that funding be continued beyond the successful completion of the initial pilot program.	Agree. This recommendation requires further analysis to determine the impact on the Probation Department's operations based on the additional County funding required to accomplish this recommendation. The Board defers to the Probation Department's response for further information.
6.6 INVEST clients need additional access to community college training programs.	Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The Board defers to the Probation Department's response for further information on the implementation.
6.7 In-depth training was requested by senior staff regarding the availability of job training and employment programs, and we concur that it should be provided.	Agree. This recommendation is in the process of being implemented. The Board defers to the Probation Department's response for further information on the implementation.
6.8 Provide Five Keys programs to inmates with an emphasis on continuing their education upon release.	Disagree. This recommendation will not be implemented as the Probation Department has no jurisdiction over inmates in custody. The recommendation should be referred to the Sheriff's Department.
Chief Executive Office for the Board of Supervisors – Home Sweet Home	
Recommendations	Responses
8.1 Streamline and standardize zoning laws and municipal codes across all municipalities in the County. As part of the	Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Board policy specifically states to "oppose any abridgement or elimination of the Board of

process, allow for more flexibility in increasing affordable housing options.	Supervisors' powers and duties" and "oppose legislation that infringes upon county board of supervisors' local land use decision-making." Additionally, the County Department of Regional Planning only has jurisdiction over the Unincorporated Area of the County. However, the Board, in their recent approvals of housing ordinances and in the Board Legislative Agenda, does support flexibility in increasing affordable housing options in the Unincorporated Area of the County.
8.3 Reduce, standardize, and clearly document (make transparent) developer fees across all municipalities within the County. This includes publishing the fees associated with every project.	Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Additionally, the County Department of Regional Planning only has jurisdiction over the Unincorporated Area of the County.
8.5 Support replacing the current State Housing Element law with a model that states that 10% of housing stock in all municipalities must be income-restricted (low-income). A city is considered out of compliance if less than 10% of their housing stock is income-restricted. And, if a city is out of compliance developers can bypass many local reviews when building low-income housing.	Disagree. This recommendation will not be implemented. Existing Board policy supports local control. Further, the Board's Legislative Agenda does not include any policies regarding reforming the State's Housing Element law. Furthermore, the recommendation would result in local jurisdictions planning for significantly less affordable housing than under the current Housing Element Law. Additionally, the County Department of Regional Planning only has jurisdiction over the Unincorporated Area of the County.
8.8 Increase the percentage of Measure H funds for housing vouchers to those who are severely rent burdened and to adequately subsidize Board and Care homes.	Disagree. This recommendation will not be implemented. The CEO Homeless Initiative (HI) disagrees with the Committee's recommendation. Measure H funds are not currently used to pay for vouchers for severely rent burdened individuals and families or to subsidize Board and Care homes. Due to the limited amount of Measure H revenue, any funds diverted to vouchers for the recommended uses would result in curtailments of existing critical services/rental subsidies for families and individuals who are literally living on the streets. The CEO-HI continues to work with homeless and affordable housing advocates and stakeholders in addressing the important needs of very low-income renters and vulnerable clients in Board and Care homes; however, Measure H is not the appropriate funding source for the Committee's recommendation.

<p>8.9 Employ additional resources to create greater access for unsheltered individuals in the City and County of Los Angeles to showers, and hygiene provisions.</p>	<p>Agree. This recommendation has been implemented. The Committee recommends providing more showers for homeless individuals based on its determination that, outside of showers provided through the City of Los Angeles, only two other locations provide about 140 showers per week in total. This is based on outdated and incorrect information. The Shower of Hope operates at more than 20 locations throughout the County, providing showers every day to unsheltered individuals. In addition, San Fernando Rescue Mission offers showers four times a week, at different locations each time. Moreover, the County provided Measure H funding to the Los Angeles Homeless Services Authority (LAHSA) to purchase two additional shower trailers and conduct an RFP to find operators for the trailers. The selected providers will commence services in October 2020. While there are certainly more shower services available than the Committee indicates, there is an even greater need for such facilities. Nonetheless, given resource constraints, CEO-HI believes that the current allocation of funds for this program is appropriate.</p>
<p>8.10 Provide additional public toilets in the City and County of Los Angeles (the UN standard recommends 2000 toilets Countywide).</p>	<p>Agree. The implementation of this recommendation will be pursued as the CEO-HI recognizes the need for more public toilets, but the recommended option of the "Portland Loo," which costs \$90,000 per toilet, would seriously strain existing resources and result in far fewer people being permanently housed. To provide the number of toilets recommended by the Committee would cost nearly \$180 million. The Portland Loo model is constructed in a way that may reduce the need for security at public toilet locations, which is an important consideration. At the existing four locations where the County and Flood Control District have placed toilets for people experiencing homelessness (in response to the Hepatitis A outbreak that occurred in 2018), the toilets are monitored by security guards, which vastly increases the costs of the toilets. Nonetheless, the Portland Loo option is still extremely costly. The CEO-HI will pursue other options prior to expending resources that are desperately needed to house people. This could include partnerships with cities and private businesses to increase access to existing toilet facilities.</p>

	<p>Additionally, the County notes that sanitation is a municipal responsibility; as a result, any County role around providing toilets is limited to the unincorporated areas and the Flood Control District.</p>
<p>8.11 Build USC Pods in vacant lots owned by the County and City of Los Angeles.</p>	<p>Agree. This specific recommendation will not be implemented but efforts to meet the Committee's intended goal of using innovative housing solutions have been and will continue to be pursued. In fact, in 2018, the CEO Homeless Initiative launched a \$ 5 Million Housing Innovation Challenge, to solicit creative, scalable permanent housing solutions for those experiencing homelessness. Proposals could be innovative construction methods and/or financing mechanisms. Out of 53 total submissions, four \$1 million grants and one \$500,000 grant were awarded to proposals that could deliver permanent housing faster and more cost-effectively.</p> <p>Additionally, the Los Angeles County Development Authority issues regular Notices of Funding Availability (NOFA) for permanent housing for people experiencing homelessness. The developers of the USC Pods could submit their proposal in response to these NOFAs.</p>
<p>8.12 Build tiny homes in vacant lots owned by the County and City of Los Angeles.</p>	<p>Agree. This specific recommendation will not be implemented but efforts to meet the Committee's intended goal of using innovative housing solutions have been and will continue to be pursued. In fact, in 2018, the CEO-HI launched a \$ 5 Million Housing Innovation Challenge, to solicit creative, scalable permanent housing solutions those experiencing homelessness. Proposals could be innovative construction methods and/or financing mechanisms. Out of 53 total submissions, four \$1 million grants and one \$500,000 grant were awarded to proposals that could deliver permanent housing faster and more cost-effectively.</p> <p>Additionally, the Los Angeles County Development Authority issues regular NOFA for permanent housing for people experiencing homelessness. The developers of the tiny homes could submit their proposal in response to these NOFAs.</p>

Chief Executive Office for the Board of Supervisors – Hospitals on Ventilators	
Recommendation	Response
9.1 The Board of Supervisors, Department of Public Health, and Department of Health Services should undertake a complete review of current hospitals' (County, Public, and Private) ability to meet SCAG's County growth projections for the upcoming 20 years.	Disagree as related to non-County facilities as the County does not have any authority over private hospitals located in the County. This recommendation will not be implemented.
9.2 The Board of Supervisors and the Department of Health Services should assess how Measure B funds are being distributed, and look into whether Measure B, or any other funds, can be used to assist hospitals to upgrade infrastructure to meet seismic standards.	Agree. Implementation of this Recommendation is an ongoing process per the response provided by DHS.
9.3 The Board of Supervisors, EMS, and the Department of Health Services should consider the COVID-19 pandemic, and ensure sufficient funding such that all medical facilities within the County have adequate supplies (masks, hand sanitizer, ICU ventilators, etc.) for any future crises.	Agree. DHS indicates that implementation of this recommendation is ongoing, but it should be noted that each healthcare entity has an obligation to plan adequately for emergency preparedness as a shared responsibility.
9.4 This Committee recommends that the Board of Supervisors, EMS, DHS and the Department of Public Health provide a report specifically outlining how Measure B funds are being used to update the Bioterrorist Preparedness Plan so that the County will always have enough medical equipment on hand to deal with global emergencies.	Disagree. This recommendation will not be implemented. Measure B allows for use related to bioterrorism preparedness which is distinct and apart from response to infectious disease, such as the COVID-19 pandemic. The County continues to advocate through legislative avenues to seek out federal and State revenues to assist with COVID response.
9.5 This Committee recommends that the County Measure B Advisory Board add a member position in order to have a representative from one of the 13 non-County hospitals, preferably the Chief Financial Officer from one of those hospitals. (Appendix 4)	Disagree as this recommendation has already been met with current member representation as further described in the DHS response. This recommendation will not be implemented.
9.6 The board of Supervisors should disclose hospital risk to the public; appropriate disclosure should be displayed at primary entrances of SPC-1 building to inform the public	Disagree. This recommendation will not be implemented. The County of Los Angeles does not currently own or operate any hospital buildings that are under the SPC-1 category.

and hospital staff about the earthquake risks posed by each building.	
9.7 The Board of Supervisors should develop a 10-year business plan for replacing hospital buildings closed due to the 2020 SPC-1 seismic retrofit mandate.	Agree. This recommendation has been implemented. The County of Los Angeles has already completed the replacement of SPC-1 buildings for the Rancho Los Amigos National Rehabilitation Center in 2019. The County of Los Angeles does not currently own or operate any hospital buildings that are under the DPC-1 category.
Chief Executive Office for the Board of Supervisors – LA-HOP (Los Angeles Homeless Outreach Portal)	
Recommendations	Responses
10.1 Update procedures by these organizations to use LA-HOP to report homelessness: a. Los Angeles Police Department b. Los Angeles County Sheriff's Department c. Emergency Medical Services d. County Hospitals e. City and County Fire Departments f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.	Agree. This recommendation will be implemented. The CEO-HI will engage LAHSA, the agency that administers LA-HOP on behalf of the CEO-HI, to work on development of updated procedures to ensure a uniform approach across all entities for the use of LA-HOP.
10.2 Increase exposure of LA-HOP to the general public by having LAHSA advertise via: a. Newspapers b. County Agency Publications c. Los Angeles City Publications d. Libraries e. County Events f. House of Worship Events g. Community Services Organizations h. Radio and Television Broadcasts i. Social Media J. Public Services Announcements k. Billboards	Disagree. This recommendation will not be implemented for the following reasons: 1) during the foreseeable future, increasing the exposure of LA-HOP is not recommended because the increased referrals would divert resources from proactive outreach that is critical during the COVID-19 pandemic, and 2) providing incentives to maximize usage of LA HOP is not an appropriate approach as it may encourage unnecessary filings based on reward/recognition over merit.

Chief Executive Office for the Board of Supervisors – In Remembrance of Those Who Walked Amongst Us	
Recommendations	Responses
11.1 The Department of Medical Examiner-Coroner to explore providing the additional option of a comfort animal for those waiting to interface with staff.	Agree. This recommendation requires further analysis. The Board defers to the Medical Examiner-Coroner's response for further information on the analysis.
11.2 The Department of Health Services and Medical Examiner-Coroner to hold the Ceremony for the Unclaimed Dead on a day where street parking is available by ensuring the ceremony is not scheduled at a day or time when street cleaning will be occurring, and vehicles are prohibited from parking on the street.	Agree. This recommendation will be implemented. The Board defers to the Medical Examiner-Coroner's response for further information on the implementation.
Chief Executive Office for the Board of Supervisors – Nursing Homes: Only the Strong Survive	
Recommendation	Response
13.1 The Committee recommends that the County contract with an outside independent auditor to conduct a review of the contract agreement between the HFID and the CDPH. This audit needs to specifically address the complaint process, which has strict guidelines.	Disagree. This recommendation will not be implemented. A review of the contract between the County and the California Department of Public Health (CDPH) seems unnecessary. The current Health Facilities Inspection Division (HFID) contract was a product of intense negotiations between CDPH and the County DPH and prior to Board approval, the contract was reviewed and approved by State and County attorneys.
13.2 The Committee recommends that the HFID create and maintain a user-friendly database that includes all staffing and inspections information on each facility in Los Angeles County. This database should be available on the HFID website (http://publichealth.lacounty.gov/hfid/) and include the ability for the public to offer feedback and lodge formal complaints.	Disagree. This recommendation will not be implemented. HFID is mandated to use a system developed and maintained by the federal government called the Automated Survey Processing Environment (ASPEN). Inspection information is already available for public viewing on the California Health Facilities Information Database (CalHealthFind) via the following link: https://www.cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx
Chief Executive Office for the Board of Supervisors – Children: Not For Sale	
Recommendation	Response
14.3 Board of Supervisors hire two more attorneys so there is the opportunity for continuity for trafficking victims going to court.	Partially agree. This recommendation requires further analysis to be completed by the Los Angeles County District Attorney's Office (LADA) when feasible. Due to the current financial climate and budgetary issues, any recommendation of providing additional financial support

	will be made within the context of the overall budget and funding priorities.
Chief Executive Office – A Diet For Landfills: Cutting Down on Food Waste	
Recommendations	Responses
<p>1.1 Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near the Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations such as the Los Angeles Community Garden Council or landscaping companies for composting.</p>	<p>Partially agree. This recommendation requires further analysis. The Chief Executive Office (CEO) defers to the Department of Public Works' (DPW) response for details on the analysis.</p>
<p>1.2 County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.</p>	<p>Partially agree. This recommendation is in the process of being implemented. The CEO defers to DPW's response for additional information on the implementation.</p>
<p>1.3 County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's <i>Foodscraps</i> program and can save several hundred dollars a month off their trash collection fee.</p>	<p>Disagree. This recommendation will not be implemented. The more immediate challenge to implementing large scale food recycling, which is noted in the Civil Grand Jury report, is the need to scale up collection and processing infrastructure. Until this infrastructure is in place, it would not be an appropriate use of limited financial resources to incentivize residents to separate food waste at this time.</p>
<p>1.4 County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.</p>	<p>Disagree. This recommendation will not be implemented as it is premature. As noted above, the most immediate challenge to implementing large scale food recycling is the lack of adequate collection and processing infrastructure. Until this infrastructure is in place along with its related employment opportunities, it would not be an appropriate use of limited financial resources to invest in training a workforce to support</p>

	<p>the operation and maintenance of the infrastructure that does not yet exist. In addition, the CEO notes that the OurCounty Sustainability Plan (OurCounty Plan) provides a hierarchy for waste management that prioritizes investments in source reduction and improving recycling over the use of these types of technologies.</p> <p>Partially agree. This recommendation will not be implemented. While the CEO agrees that this could be a good program in principle, we defer to the Sheriff's Department which has jurisdiction over the facility. It is noted, however, that due to the restrictions implemented as a result of the COVID-19 pandemic, it may not be feasible to move forward with such a program at this time.</p>
<p>1.5 County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.</p>	<p>Partially agree. This recommendation has been implemented. Since this recommendation is specifically directed to the Department of Public Health (DPH), the CEO defers to their response on this recommendation. We note though that this recommendation may be aligned with action 128 in the OurCounty Plan which directs that the County "enhance and expand the County's existing Food DROP food donation and redistribution program...."</p>
<p>1.6 The county Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)</p>	<p>Partially agree. This recommendation will not be implemented. Since this recommendation is specifically directed to DPH, the CEO defers to their response on this recommendation. We note though that this recommendation may be aligned with action 121 in the OurCounty Plan, which directs that the County "promote and communicate source separation, organic waste collection requirements, food waste reduction and donation, local organic waste recycling programs, and conduct targeted, sector-based educational campaigns."</p>
<p>1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)</p>	<p>Partially disagree. This recommendation will not be implemented. The CEO defers to the response from DPH.</p>
<p>1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling.</p>	

<p>Especially at the Hollywood bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling programs can be part of a public education campaign.</p>	
<p>1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.</p>	<p>Agree. This recommendation will be implemented. The CEO will work with Public Works to develop resource management plans to reduce waste and set up recycling programs, including for organics. Waste haulers that provide waste collection services to County facilities through FASMA will be required by the terms of their agreements to provide mandatory organic waste collection services to all County facilities by January 1, 2022. New contract language requiring that food services providers at the Hall of Administration institute procedures to separate food waste (in both the food prep area and the dining area) will be added the next time these agreements are amended or new agreements are executed.</p>
<p>1.14 Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.</p>	<p>Partially agree. This recommendation is in the process of being implemented. The CEO defers to DPW's response for additional information on the implementation since they produced the referenced plan as well as the recently released Roadmap to a Sustainable Waste Future which incorporates and updates the referenced plan.</p> <p>In addition, the County is a strong advocate of increasing capacity for organic waste processing. This is reflected in the targets for Strategy 9D from the Sustainability Plan which call for increasing organic waste processing capacity by 20 percent, 30 percent, and 45 percent by 2025, 2035, and 2045 respectively. Earlier this year, the County also co-sponsored AB 2612 (Maienschein) which would annually allocate \$200M from the Greenhouse Gas Reduction Fund for development of traditional and organics recycling infrastructure. As a result of the COVID-19 emergency, the bill is currently on hold, however it may be reintroduced in 2021.</p>

Chief Executive Office – Can Technology Eliminate Police Pursuits	
Recommendations	Responses
3.1 LASD will not pursue vehicles reported stolen that are equipped with vehicle recovery systems.	Partially agree. This recommendation will be implemented per the Sheriff's response. The Chief Executive Office (CEO) defers to LASD's response for program implementation details.
3.3 LASD shall update currently Spike Strip used and logistically equip some patrol vehicles with safer "Nighthawk Remote Tire Deflation Device."	Partially agree. This recommendation requires further analysis. The CEO defers to LASD's response for details of the analysis.
3.5 LASD should hire an additional air crew, which means eight more staff to man a third helicopter on patrol in the Lancaster/Palmdale area.	Partially agree. This recommendation requires further analysis. The CEO defers to LASD's response for details of the analysis.
3.6 LASD replacement of helicopters needed as the Eurocopters A350 has reached its life expectancy.	Partially agree. This recommendation requires further analysis. Evaluation is estimated to be completed in Fiscal Year 20-21. Recommendation for additional resources will be made within the context of the overall budget, numerous funding priorities, and requests.
3.8 LASD confirm that all law enforcement officers have maintained the mandated CPT1 and CPT2 courses.	Partially agree. This recommendation requires further analysis. Evaluation is estimated to be completed in Fiscal Year 20-21. The CEO defers to LASD's response for details of the analysis.
3.10 LASD follow the lead of the LAPD and implement the use of the BolaWrap 100 restrain technology.	Disagree. This recommendation will not be implemented. The CEO agrees with the response provided by the Board.
Chief Executive Office – Free At Last	
Recommendations	Responses
6.1 The ROC should be replicated in the remaining Four Supervisorial Districts of the County of Los Angeles.	Agree. This recommendation requires further analysis to determine the impact on the Probation Department's operations based on the additional County funding required to accomplish this recommendation. The CEO defers to the Probation Department's response for further information on the analysis.
6.2 Provide information inside the lobby about rehabilitative classes and training through signage regarding the services provided at the ROC.	Agree. This recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
6.3 The County should include robust post-release educational opportunities and incentives to encourage those under supervision to continue with their education.	Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other

	agencies. The CEO defers to the Probation Department's response for further information on the implementation.
6.4 Ensure supportive services are provided to meet the needs of the participants, e.g., in areas of housing, transportation, clothing, employment, and education.	Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
6.5 INVEST has been funded for a two-year period, and we recommend that funding be continued beyond the successful completion of the initial pilot program.	Agree. This recommendation requires further analysis to determine the impact on the Probation Department's operations based on the additional County funding required to accomplish this recommendation. The CEO defers to the Probation Department's response for further analysis.
6.6 INVEST clients need additional access to community college training programs.	Agree. This recommendation has been implemented. The Probation Department has developed several collaborative programs with other agencies. The CEO defers to the Probation Department's response for further information on the implementation.
6.7 In-depth training was requested by senior staff regarding the availability of job training and employment programs, and we concur that it should be provided.	Agree. This recommendation is in the process of being implemented. The CEO defers to the Probation Department's response for further information on the implementation.
6.8 Provide Five Keys programs to inmates with an emphasis on continuing their education upon release.	Disagree. This recommendation will not be implemented as the Probation Department has no jurisdiction over inmates in custody. The recommendation should be referred to the Sheriff's Department.
Chief Executive Office – Hashtag: Our Kids Matter	
Recommendations	Responses
7.6 Provide counselling to the juveniles during their time while confined in the Hope and Mind Centers.	Agree. The recommendation has been implemented. The CEO defers to the Probation Department's response for further information on the implementation.
7.12 Ensure juvenile records are available to LACOE teaching staff for review.	Partially Agree. The recommendation will not be implemented as LACOE instructors are not identified under the California Welfare and Institutions Code (WIC) Section 827 as individuals authorized to receive case records.
Chief Executive Office – Home Sweet Home	
Recommendations	Responses
8.1 Streamline and standardize zoning laws and municipal codes across all municipalities in the County. As part of the	Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Board policy specifically states to "oppose any abridgement or elimination of the Board of

process, allow for more flexibility in increasing affordable housing options.	Supervisors' powers and duties" and "oppose legislation that infringes upon county board of supervisors' local land use decision-making." Additionally, the County Department of Regional Planning only has jurisdiction over the Unincorporated Area of the County. However, the Board, in their recent approvals of housing ordinances and in the Board Legislative Agenda, does support flexibility in increasing affordable housing options in the Unincorporated Area of the County.
8.3 Reduce, standardize, and clearly document (make transparent) developer fees across all municipalities within the County. This includes publishing the fees associated with every project.	Disagree. This recommendation will not be implemented. Existing Board Legislative Agenda supports local control. Additionally, the County Department of Regional Planning only has jurisdiction over the Unincorporated Area of the County.
8.4 Remove the non-TOC related provisions from Los Angeles Measure JJJ.	Disagree. This recommendation will not be implemented. This recommendation requires change to a voter-approved measure that would need to be decided by voters.
8.5 Support replacing the current State Housing Element law with a model that states that 10% of housing stock in all municipalities must be income-restricted (low-income). A city is considered out of compliance if less than 10% of their housing stock is	Disagree. This recommendation will not be implemented. Existing Board policy supports local control. Further, the Board's Legislative Agenda does not include any policies regarding reforming the State's Housing Element law. Furthermore, the recommendation would result in local jurisdictions planning for significantly less affordable housing than under the current Housing Element Law. Additionally, the County Department of Regional Planning only has jurisdiction over the Unincorporated Area of the County.
8.6 Support CEQA reform: <ul style="list-style-type: none"> Disallow serial, duplicative lawsuits that challenge projects that have successfully completed the CEQA process. Require all entities that file CEQA lawsuits to fully disclose their identities and their environmental interest. Outlaw CEQA proceedings from extending beyond nine months. Prevent judges from tossing out an entire project based on a few deficiencies in an environmental 	Partially agree. This recommendation requires further analysis that would be reassessed on an annual basis. Further, as this recommendation would make numerous changes to CEQA, agreement with this recommendation is a matter of Board policy determination. Additionally, the Board Legislative Agenda supports streamlining the permitting process and amending CEQA to exempt interim housing and shelters.

<p>impact report; allow developers to remedy via a "fix-it-ticket."</p> <ul style="list-style-type: none"> • Ensure those who bring CEQA actions and lose, pay court costs and attorney's fees of the prevailing party. 	
<p>8.7 Support Senate Bill 1079, up for vote in the California Legislature in November 2020.</p>	<p>Partially agree. This recommendation will not be implemented because County advocacy on legislation that would impose civil fines is a matter of Board policy determination. If passed by the Legislature by August 31, 2020, SB 1079 must be signed or vetoed by the Governor by September 30, 2020. As the Board is scheduled to consider this recommendation on September 29, 2020, there will not be enough time for the Board to weigh in on this legislation.</p>
<p>8.8 Increase the percentage of Measure H Funds for housing vouchers to those who are severely rent burdened and to adequately subsidize Board and Care homes.</p>	<p>Disagree. This recommendation will not be implemented. The CEO Homeless Initiative (HI) disagrees with the Committee's recommendation. Measure H funds are not currently used to pay for vouchers for severely rent burdened individuals and families or to subsidize Board and Careof homes. Due to the limited amount of Measure H revenue, any funds diverted to vouchers for the recommended uses would result in curtailments of existing critical services/rental subsidies for families and individuals who are literally living on the streets. The CEO-HI continues to work with homeless and affordable housing advocates and stakeholders in addressing the important needs of very low-income renters and vulnerable clients in Board and Care homes; however, Measure H is not the appropriate funding source for the Committee's recommendation.</p>
<p>Chief Executive Office-Chief Sustainability Office – A Diet For Landfills: Cutting Down on Food Waste</p>	
<p>Recommendations</p> <p>1.1 Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near the Los Angeles City Hall, or at another appropriate site. City and County officials can arrange for the food waste collected to be</p>	<p>Responses</p> <p>Partially agree. This recommendation requires further analysis. The Chief Sustainability Office (CSO) defers to the Department of Public Works' (DPW) response for details on the analysis.</p>

taken to a nearby facility for recycling or can establish contracts with organizations such as the Los Angeles Community Garden Council or landscaping companies for composting.	
1.2 County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.	Partially agree. This recommendation is in the process of being implemented. The CSO defers to DPW's response for additional information on the implementation.
1.3 County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's <i>Foodscraps</i> program and can save several hundred dollars a month off their trash collection fee.	Disagree. This recommendation will not be implemented. The more immediate challenge to implementing large scale food recycling, which is noted in the Civil Grand Jury report, is the need to scale up collection and processing infrastructure. Until this infrastructure is in place, it would not be an appropriate use of limited financial resources to incentivize residents to separate food waste at this time.
1.4 County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.	Disagree. This recommendation will not be implemented as it is premature. As noted above, the most immediate challenge to implementing large scale food recycling is the lack of adequate collection and processing infrastructure. Until this infrastructure is in place along with its related employment opportunities, it would not be an appropriate use of limited financial resources to invest in training a workforce to support the operation and maintenance of the infrastructure that does not yet exist. In addition, the CSO notes that the OurCounty Sustainability Plan (OurCounty Plan) provides a hierarchy for waste management that prioritizes investments in source reduction and improving recycling over the use of these types of technologies.
1.5 County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.	Partially agree. This recommendation will not be implemented. While the CSO agrees that this could be a good program in principle, we defer to the Sheriff's Department which has jurisdiction over the facility. It is noted, however, that due to the restrictions implemented as a result of

	the COVID-19 pandemic, it may not be feasible to move forward with such a program at this time.
1.6 The county Department of Public Health should develop a program to train its 300 food inspectors as “ambassadors” when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)	Partially agree. This recommendation has been implemented. Since this recommendation is specifically directed to the Department of Public Health (DPH), the CSO defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 128 in the OurCounty Plan which directs that the County “enhance and expand the County’s existing Food DROP food donation and redistribution program...”
1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)	Partially agree. This recommendation will not be implemented. Since this recommendation is specifically directed to DPH, the CSO defers to their response on this recommendation. We note, however, that this recommendation may be aligned with action 121 in the OurCounty Plan, which directs that the County “promote and communicate source separation, organic waste collection requirements, food waste reduction and donation, local organic waste recycling programs, and conduct targeted, sector-based educational campaigns.”
1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling programs can be part of a public education campaign.	Partially disagree. This recommendation will not be implemented. The CSO defers to the response from DPH.
1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria	Agree. This recommendation will be implemented. The CEO will work with Public Works to develop resource management plans to reduce waste and set up recycling programs, including for organics. Waste

institute procedures to separate food waste, both in the food prep area, and in the dining room.	haulers that provide waste collection services to County facilities will be required by the terms of their agreements to provide mandatory organic waste collection services to all County facilities by January 1, 2022. New contract language requiring that food service providers at the Hall of Administration institute procedures to separate food waste (in both the food prep area and the dining area) will be added the next time these agreements are amended or new agreements are executed.
1.10 The City of Los Angeles should partner with LA Compost to expand that organization's footprint in the city to increase its capacity to collect and compost food waste.	Disagree. This recommendation will not be implemented. This recommendation is specific to the City of Los Angeles, so the CSO defers to the City of Los Angeles's response.
1.11 The City of Los Angeles should work with its 99 Neighborhood Councils to increase public education around food waste separation/recycling programs.	Disagree. This recommendation will not be implemented. This recommendation is specific to the City of Los Angeles, so the CSO defers to the City of Los Angeles' response.
1.12 All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school, and monitor edible food recovery efforts.	Partially agree. This recommendation will not be implemented. This recommendation is specific to school districts within the County, so the CSO defers to their response.
1.13 All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).	Partially agree. This recommendation will not be implemented. This recommendation is specific to school districts within the County, so the CSO defers to their response.
1.14 Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.	Partially agree. This recommendation is in the process of being implemented. The CSO defers to DPW's response for additional information on the implementation since they produced the referenced plan as well as the recently released <i>Roadmap to a Sustainable Waste Future</i> , which incorporates and updates the referenced plan. In addition, the County is a strong advocate of increasing capacity for organic waste processing. This is reflected in the targets for Strategy 9D from the Sustainability Plan which call for increasing organic waste processing capacity by 20 percent, 30 percent, and 45 percent by 2025, 2035, and 2045, respectively. Earlier this year, the County also co-sponsored AB 2612 (Maienschein) which would annually allocate \$200

	<p>million from the Greenhouse Gas Reduction Fund for development of traditional and organics recycling infrastructure. As a result of the COVID-19 emergency, the bill is currently on hold; however, it may be reintroduced in 2021.</p>
District Attorney – Bail Reform in the County of Los Angeles	
Recommendation	Response
2.1 The Los Angeles District Attorney's office, City Attorney's office, and Probation Department to consider supporting the elimination of the bail system, and to investigate alternatives to the bail system.	<p>The Los Angeles County District Attorney's Office (LADA), respondent, agrees with this recommendation.</p> <p>The LADA, with its justice partners, is implementing this recommendation.</p> <p>The Los Angeles County District Attorney's Office ("LADA") has been deeply involved in the development of an effective alternative to the cash bail system since 2016. The existing monetary bail system needs reform, and the LADA is proactively pursuing change. The LADA envisions a pretrial release procedure that protects public safety, ensures court appearance without disproportionately affecting low-income arrestees, is faithful to the California Constitution, protects victims' rights, and maximizes public resources.</p> <p>The following summarizes our efforts in the pursuit of bail reform.</p> <p>In December 2016, the LADA convened a working group to study the myriad issues that arise in the process of reforming the existing cash bail system. The Los Angeles County District Attorney Bail Reform Working Group ("LADA BRWG") conducted extensive research, traveled to various jurisdictions to understand and evaluate existing alternatives to cash bail as implemented in those jurisdictions, and participated in multiple working groups on the creation of a workable non-cash bail system within the County that assesses risk using a data-driven system, and connects arrested persons with services that relate</p>

to criminogenic factors. The LADA BRWG consulted with subject matter experts and collaborated with justice partners within the County and throughout the nation to develop effective, efficient, and fair alternatives to cash bail for implementation in Los Angeles County.

The LADA BRWG is also an active member of the Los Angeles County Bail Reform Pilot Proposal Committee (County Committee). The County Committee was formed in 2017 by the Board of Supervisors and chaired by County Counsel. The County Committee is comprised of various County departments, law enforcement agencies, stakeholder groups, court personnel, and advocacy agencies dedicated to the development of an alternative to cash bail. Members of the LADA BRWG attended monthly County Committee meetings, were members of the County Committee's sub-committees and were involved in the pursuit of a workable alternative, sharing its insights and concerns.

Through its membership on the County Committee, the LADA BRWG worked closely with representatives from the Center for Court Innovations ("CCI"), a nonprofit organization that provides guidance to jurisdictions throughout the nation seeking to implement change and improve outcomes in the justice system. Through CCI, the LADA BRWG obtained information about the range of risk assessment tools, both static and dynamic, and the processes by which such tools must be validated, through data review that examines characteristics, history, and demographics of the person being assessed (the detainee) and the outcomes in each case. Discussions with various stakeholder groups, and their opinions and observations about different risk assessment tools, were valuable sources of information that have assisted the LADA BRWG in developing proposals for implementation of alternatives to cash bail that have a higher likelihood of success and acceptance by the community at large.

Given the unique characteristics of Los Angeles County – its geography and sheer area, as well as the size and diversity of its population and demographics – the LADA BRWG conducted an extensive review of the conditions that exist in Los Angeles County that impact the criminal justice system. This included historical data regarding arrests, offenses, jail populations, charges, as well as outcomes related to retention of detainees in custody and those released from custody. In addition, the LADA BRWG looked closely at policies and practices among the County's law enforcement agencies that impact post-arrest detention decisions and release outcomes. The LADA BRWG recognized quickly that these factors were significant and must be considered in order to develop a pretrial release program that is both workable and fair.

The LADA BRWG looked at the historical development of the cash bail system, applicable legal authorities, peer-reviewed research, published studies about existing programs that supplement or replace cash bail as a release mechanism, and the enabling legislation. The LADA BRWG also considered proposed legislation targeting the replacement of cash bail with an alternative means of assessing risk and ensuring appearance at court hearings. This research was undertaken to ensure a fully-informed perspective on the existing cash bail system and confirmed the unintended unfairness of that system which discriminates based on wealth and imposes collateral consequences on detained individuals that are disproportionate to the crimes for which they are in custody.

One of the first tasks undertaken by the LADA BRWG was the review of legislative proposals in California, including SB 10 (Hertzberg), which was initially introduced in December 2016, and finally chaptered into law in August 2018. The LADA and the LADA BRWG worked closely with Senator Hertzberg and other legislators to develop a legislative proposal that protects public safety, ensures appearance at court hearings, and

eliminates the collateral impact of prolonged detention that may not be commensurate with the crime for which the defendant is detained.

While the LADA agreed, in principle, with the goals of SB 10, some of its provisions as initially drafted did not provide adequate protection of the public and others created unworkable timelines. As a result, in June 2017, the LADA BRWG drafted proposed amendments to SB 10 to create a more practical and workable process. The proposal included changes in the timeline and an expanded list of crimes for which a noticed release hearing conducted by a judge is required.

In July 2017, the LADA announced its opposition to the existing language of SB 10 and provided proposed legislative amendments to cure the identified issues. In addition, the LADA BRWG drafted its own legislative proposal which embraced the main concepts of SB 10 and created alternative solutions to the identified issues in the existing legislation. The LADA BRWG identified specific goals necessary to ensure the success of implementing a workable alternative to the existing bail system. The alternative to a cash bail system must:

- Provide non-discriminatory risk assessments for all felony, and certain misdemeanor, arrestees who remain detained;
- Accelerate release for non-serious, non-violent offenders who remain detained ("Eligible Offenses") before arraignment, with the option of posting monetary bail;
- Require that offenders who are charged with serious or violent felony offenses or certain misdemeanor offenses ("Ineligible Offenses"), or who have prior criminal histories, receive a risk assessment before the arraignment hearing, eliminating monetary bail prior to arraignment for this group;

	<ul style="list-style-type: none"> • Provide for judicial discretion to order release, impose conditions of release, or require preventive detention at arraignment for this group; • Provide flexibility to modify conditions of release or impose additional conditions or preventive detention when there are changed circumstances; and • Continue to authorize bail deviations and source of funds motions for those persons in custody under existing cash bail provisions. <p>In addition, the LADA BRWG endorsed the use of risk assessment tools to promote public safety and reduce post-arrest, pretrial incarceration of persons who do not pose a substantial risk to public safety and who are likely to appear in court. The LADA BRWG concluded that a two-tier model that uses both static and dynamic risk assessments best met the needs and conditions within the criminal justice system in Los Angeles County. Hence, the alternative to cash bail must:</p> <ul style="list-style-type: none"> • Utilize risk assessment tools that are regularly validated and are not discriminatory; • Provide for preventive detention of offenders who pose a risk to public safety that cannot be assured by conditions of release; • Create a pretrial services agency within each county to facilitate, monitor, and enforce conditions of release; • Permit a condition of release requiring a deposit of collateral/money for low-risk arrestees who pose a minimal flight risk to ensure their return to court for appearances;
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	<ul style="list-style-type: none">• Provide for revocation and forfeiture of collateral upon violation of release conditions; and• Enable judicial discretion to impose more restrictive conditions, including preventive detention when appropriate. <p>In collaboration with justice partners, the LADA BRWG identified categories of services for persons eligible for release that would increase future court appearances, would reduce the likelihood of new offenses, and minimize threats to public safety. These services included:</p> <ul style="list-style-type: none">• Reminder systems, through text, email, and phone calls;• Mental health services;• Substance abuse treatment and services;• Anger management and parenting skills;• Childcare and elder care;• Transportation;• Help with homelessness;• Gang prevention;• Education; and• Employment
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	<p>Further, the LADA BRWG reached consensus with its justice partners that direct linkage connecting the arrested person to available service providers and conditioning release from custody upon mandated participation with the recommended services were essential to ensuring public safety, reducing recidivism, and increasing the likelihood of returning for future court appearances.</p> <p>Public safety and victim's rights are paramount to the LADA's efforts to promote justice and fairness. The LADA endorses an alternative to the existing cash bail system that:</p> <ul style="list-style-type: none"> • Requires that the prosecution team notify victims of detention hearings; • Gives special consideration to vulnerable victims and victims of domestic violence at the detention hearing, including the right to be heard; • Requires the court to consider the impact of detention or release upon family members or other vulnerable victims, including physical, economic, and psychological effects; • Provides for satisfaction of victim restitution orders from bonds posted with the court clerk prior to returning the value to the depositor/arrestee; • Ensuring that the process for pretrial release is workable, cost-effective, and efficient; • Calendars the detention hearing at arraignment to avoid multiple hearings and additional expenditures; and
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	<ul style="list-style-type: none"> • Provides for implementation in phases and use of a pilot program to minimize costs and permit fine-tuning of procedures, as necessary. <p>The most important goal of any post-arrest, pretrial release program is fundamental fairness to all parties. The LADA continues to work diligently to ensure a pretrial release system that serves the interests of justice and equity for all. A successful pretrial release system must:</p> <ul style="list-style-type: none"> • Provide for the creation of a non-discriminatory risk assessment tool for all detained arrestees;. • Modify the current bail schedule to reflect ranges and consideration of an arrestee's financial resources in setting bail or requiring money to be posted as a collateral condition; • Return some portion of bail deposits upon the conclusion or initial rejection of the case; and • Applies bail deposits to fines/restitution/costs of pretrial services upon conviction. <p>Throughout the process of reviewing state legislation and proposing amendments, the LADA BRWG continued to advocate in favor of these goals. The chaptered SB 10 legislation reflects some of the provisions proposed and advocated by the LADA BRWG. SB 10 is the subject of a referendum (Proposition 25) that will appear on the November 2020 ballot. However, bail reform in Los Angeles County is already being implemented, independent of the outcome of Proposition 25 and SB 10, through the initiation of two major bail reform projects.</p>
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The first, the Pretrial Release Evaluation Pilot, is the result of a call for policy and procedure changes by the California Judicial Council (CJC), and subsequent funding by the Governor's Office. In October 2017, the CJC, chaired by the Chief Justice, released its report on Pretrial Detention Reform Recommendation. Following the issuance of the report, and public hearings thereon, the Governor allocated \$75 million to the courts for purposes of implementing bail reform.

The recommendations articulated to expeditiously evaluate and safely release each arrestee while assuring broad judicial discretion in making detention decisions, are wholly consistent with the goals and objectives established by the LADA during its evaluation and development of alternatives to cash bail. In fact, every proposal developed and presented by the LADA BRWG satisfies the recommendations of the CJC.

In January 2018, the *Humphrey* decision was issued, which in many respects underscored the need for bail reform and provided additional impetus to effect change. The LADA continued its collaborative efforts with its justice system partners and its participation with the County Committee in developing an alternative for cash bail in Los Angeles County. In the early months of 2018, the LADA BRWG began meeting with representatives from the Offices of the Public Defender and Alternate Public Defender to find a mutually agreeable process by which a two-tiered system could be created as an alternative to cash bail. Those meetings led to the creation of a Memorandum of Understanding for the Pretrial Release Evaluation Pilot, signed by the District Attorney, the Public Defender, the Alternate Public Defender, and a representative of the Indigent Defense Counsel Committee.

On February 5, 2019, the Board of Supervisors passed a motion titled "Developing Los Angeles County's Models for Pretrial Release." As a result, the LADA BRWG again collaborated with justice partners to

develop pilot programs and expand pre-plea diversion programs. In the midst of these efforts, on May 22, 2019, the Los Angeles County Superior Court announced its application for funding pursuant to the California Judicial Council's Pilot Project for Bail Reform.

The Los Angeles County Superior Court Pretrial Release Evaluation Project ("PREP") was formed to create and implement a post-arrest pretrial release system to be tested as a pilot program for Los Angeles County. As a member of the PREP committee, the LADA BRWG actively advocated for a workable and practical system, in collaboration with our justice partners. As a result of this collaboration, in March 2020, a static risk assessment for all post-booking detainees countywide was implemented. In June 2020, the second phase of the PREP pilot (use of a dynamic risk assessment for detainees who remain in custody at arraignment), was launched at the Clara Shortridge Foltz Criminal Justice Center. The dynamic assessment provides the court and counsel with an evaluation of the risk posed by the person detained, based upon an interview with the person detained, corroboration of the information obtained, review of the available data (including the criminal charges and criminal history of the defendant), as well as input from the victim of the crime through the investigating law enforcement agency. At a contested hearing, a judge will determine whether the defendant can be released (with or without conditions) or remain detained during the pendency of the criminal case.

Concurrent with the development of the PREP pilot, the Bail Project provides an alternative to the posting of traditional cash bail and was launched in collaboration with the defense bar, the court, and the LADA. The Bail Project launched locally at the Compton Courthouse in 2017 in conjunction with students from the UCLA Law School and attorneys from the Public Defender's Office, as a clinic. The Bail Project is a national organization that posts bonds for indigent defendants in custody and provides support throughout the duration of the case with court

reminders, transportation, and referrals to voluntary social services. The clinic identifies eligible indigent defendants and exercises the provisions of Penal Code § 1295(a), which permits the posting of 10 percent of the bail amount to be posted directly with the court, rather than requiring full bail to be posted by a surety/bondsman. The funds posted with the court are provided by a revolving fund that is maintained by the Bail Project. This reduces the cost, eliminates the financial burden of bail on the defendant and/or their family, and puts the money directly in the hands of the court. At the same time, the clinic connects defendants with services that may impact the underlying criminogenic factors for the defendant. In addition, the clinic assists defendants with reminders about court appearances and transportation to court.

In November 2019, with the endorsement of the LADA, the Bail Project expanded its operations to include defendants facing charges in the Van Nuys Court. According to statistics compiled by the Los Angeles County Public Defender, as of June 2020, the program posted 136 bonds in Compton and Van Nuys with a 96 percent return-to-court rate. Because of its success, the Bail Project expanded operations throughout Los Angeles County, effective July 6, 2020. The LADA has supported the Bail Project since its introduction in the Compton Court. This program provides an opportunity for low income arrestees to bail out of custody and puts the money in the hands of the court, which can be used to pay fines if imposed, and can be returned if the defendant is exonerated.

Throughout the process, the LADA has proactively pursued alternatives to cash bail, and remains steadfastly committed in the implementation of such projects. Currently, the projects operate within the confines of existing laws, including cash bail. Thus far, the projects and pilots appear to be generating positive outcomes and help eliminate the collateral consequences that prolonged detention causes (e.g., loss of employment and income, lost eligibility for assistance, negative impacts on dependent family

	<p>members, and exposure to additional criminality that often occurs in a custodial setting).</p> <p>Even before the concerns of the COVID-19 pandemic, the overcrowding in the Los Angeles County Jail, the collateral consequences of prolonged detention, and the lack of services by which a person involved in criminal conduct might overcome the criminogenic cycle have been concerns that the LADA has actively sought to address. Bail reform is yet another step that must be taken to ensure the fundamental fairness of the criminal justice system. The LADA will continue to proactively seek solutions and participate in meaningful pilot programs in order to develop policies and procedures that assure equal access to justice for victims, for charged defendants, and for the public at large. We will continue to work tirelessly to implement a reformed bail system that is fair and effective, and one that promotes public safety and ensures future court appearances.</p>
<p>District Attorney – Children: Not for Sale</p> <p>Recommendation</p> <p>14.3 Board of Supervisors hire two more attorneys so there is the opportunity for continuity for trafficking victims going to court.</p>	<p>Response</p> <p>The Los Angeles County District Attorney's Office (LADA), respondent, agrees with this recommendation.</p> <p>This recommendation needs further analysis.</p> <p>The respondent previously sought two additional deputy district attorneys for the Human Sex Trafficking Section (HSTS) in its budget request to the Los Angeles County Chief Executive Office (CEO). However, due to the current financial climate and budgetary issues, any recommendation of providing additional financial support will be made within the context of the Department's overall budget and funding priorities. LADA intends to work closely with the CEO to implement this recommendation when feasible.</p>

Sheriff Department – Can Technology Eliminate Police Pursuits?	
Recommendations	Responses
3.1 LASD will not pursue vehicles reported stolen that are equipped with vehicle recovery systems.	The Department partially agrees with this recommendation. This recommendation has been implemented. By Department policy, we can initiate a pursuit of a known stolen vehicle, but only for a reasonably short period. When it is determined the vehicle is only wanted for an infraction or misdemeanor crime (including California Vehicle Code (CVC) violations; or any crime not classified as a serious felony, the pursuit shall be cancelled. Even though the suspect vehicle may be equipped with a vehicle recovery system, until we determine there was no other serious offense or felony, we would then terminate the pursuit.
3.3 LASD shall update currently Spike Strip used and logistically equip some patrol vehicles with safer "Nighthawk Remote Tire Deflation Device©."	The Department partially agrees with this recommendation. The Department needs further analysis regarding the recommendation to update the currently used Spike Strip and logistically equip some patrol vehicles with safer, "Nighthawk Remote Tire Deflation Device©." The analysis is expected to take six months. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities and requests. Prior to the use of the current tire deflation device used by the Department, Stop Stick, a remote tire deflation device was used. The device was heavy and bulky, taking up much of the limited trunk space in the patrol vehicles. Another disadvantage to the device was, once deployed the batteries were often dead and the device would not work as intended. Testing and research will need to be made on the "Nighthawk Remote Tire Deflation System" to see if it would meet the Department needs in a real world setting.
3.5 LASD should hire an additional air crew, which means eight more staff to man a third helicopter on patrol, in the Lancaster/Palmdale area.	The Department agrees with this recommendation. This recommendation will require further analysis. The analysis is expected to take six months. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.

3.6 LASD replacement of helicopters needed as the Eurocopters A350 has reached its life expectancy.	The Department agrees with this recommendation. This recommendation will require further analysis. The analysis timeline is currently dependent upon the outcome of the supplemental budget phase in September of 2020. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests. All requests, estimates, and lease rates for a new fleet of AS-350-B2 helicopters, to replace our aging fleet, have been submitted to the CEO. In the meantime, we are continuing with the mandatory twelve-year inspections and refurbishments of our current fleet.
3.8 LASD confirm that all law enforcement officers have maintained the mandated CPT1 and CPT2 courses.	The Department partially agrees with this recommendation. This recommendation will require further analysis. The analysis is expected to take six months. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities and requests. Due to the expansive number of recruit academy classes combined with the ongoing COVID-19 pandemic outbreak in early 2020, the Training Bureau was unable to remain up to date with CPT courses for compliance.
3.10 LASD follow the lead of the LAPD and implement the use of the BolaWrap 100 restrain technology.	The Department disagrees with this recommendation. This recommendation will not be implemented. LASD tested and evaluated the Bola-Wrap and did not recommend its use for this Department.
Sheriff Department – LA-HOP (Los Angeles Homeless Outreach Portal)	
Recommendation	Response
10.1 Update procedures by these organizations to use LA-HOP to report homelessness: a. Los Angeles Police Department b. Los Angeles County Sheriff's Department c. Emergency Medical Services d. County Hospitals e. City and County Fire Departments f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the	The Los Angeles County Sheriff's Department agrees with this recommendation. This recommendation has been partially implemented and will be fully implemented during Fiscal Year 2020-21. The LA-HOP flyer and a discussion of its contents and purpose were added to the LASD First Responder Homeless Training class in July of 2018. The course is currently being taught as part of the 32-hour Crisis Intervention Training (FOCUS) and field patrol school. To date, over 2,500 Department members, 1,000 civilian personnel from independent cities,

desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.	homeless outreach workers, community groups, and 60 police officers from various departments have been trained. The Department will add the LA-HOP informational flyer to all of its social media platforms countywide. LASD will also create and distribute a Field Operations Newsletter to Department members describing LA-HOP and its purpose. It further will direct Department members to utilize the portal to report those experiencing homelessness in Los Angeles County.
Sheriff Department and Los Angeles Human Trafficking Task Force – Children: Not For Sale	
Recommendation	Response
14.4 Approve funding for additional recruitment of vice officers specifically assigned to trafficking victims going to court.	The Department agrees with the recommendation. This recommendation will require further analysis. The analysis is expected to take six months. Adding personnel would increase the ability for the Department to be more proactive in combatting human trafficking. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests. The Los Angeles Regional Human Trafficking Task Force (LARHTTF) agrees with the recommendation. This recommendation will require further analysis. The analysis is expected to take six months. Identifying underage girls and boys that are being trafficked via the internet and other forms of media, has been the focus of LARHTTF investigators. Additional personnel would allow the task force to reach significantly more victims. At this time, there are no available funding sources to provide the significant funds needed for additional full-time detective personnel. The task force will continue to seek partnerships with other local law enforcement agencies willing to supply personnel to the task force.
Sheriff Department – Detention Committee	
Recommendations	Responses
9- Cerritos Sheriff Station	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department was

Need to have secure parking to protect officers, particularly female, when walking to their cars at night.	unable to implement the recommendation. The jurisdiction for maintenance, repairs, and parking lot upgrades for this recommendation falls under the city of Cerritos. The city of Cerritos was notified of the Civil Grand Jury's finding.
10- Pico Rivera Sheriff Station If fiscally prudent, have meals prepared by the County kitchen located at Men's Central.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation has been implemented. Meals are prepared at Men's Central Jail and sent to Century Regional Detention Facility where they are picked up by Pico Rivera Station personnel.
11- Whittier Sub Station Train staff with knowledge of station and personnel.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation has been implemented. The Whittier Sub Station is staffed by uniformed civilian volunteers. Nevertheless, all volunteers assigned to the Sub Station are now educated on the history and operation of Norwalk Station and its personnel.
12- Alhambra Courthouse Paint the courthouse.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for building maintenance and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
13- Bellflower Courthouse Fix the gun lockers and keep them maintained.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for gun locker maintenance and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
14- Burbank Courthouse Submit a work order to fix the leak in the pipe room	The Department agrees with the Civil Grand Jury's recommendation. This recommendation has been implemented. A work order was submitted and ABM Industries confirmed to the Department that the leak in the pipe room had been repaired.
15- Compton Courthouse Suggest biodegradable wrappings for lunches to keep detainees from plugging toilets.	The Department agrees with this recommendation. This recommendation requires further analysis. The analysis is expected to take six months. Custody Division was contacted and will look into the feasibility of the use of biodegradable wrappings. At this time, any

	recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.
16- Clara Shortridge Foltz Cameras need to be repaired. Trash needs to be picked up twice a day or as needed.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for surveillance system upgrades, maintenance, repairs, and building cleaning for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
17- Glendale Courthouse Lot should be secured to protect officers.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for facility upgrades for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
18- Inglewood Courthouse Work orders should be completed within a timely manner, no more than 30 days.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for maintenance and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
19 Metropolitan Courthouse Fix the elevators.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for maintenance and repairs for this recommendation falls under the responsibility of the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
20- Norwalk Courthouse Upgrade ceiling lights with a brighter bulb. Paint cells. Upgrade CCTV circuit and TV monitors.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for improvements, maintenance, and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.

21- Pasadena Courthouse Install cameras in holding cells.	The Department agrees with this recommendation. This recommendation requires further analysis. The analysis is expected to take six months. Custody Division was contacted and will look into the feasibility of installing cameras in each holding cell. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.
22- Santa Clarita Courthouse Improve safety in the hallways where Deputies are moving detainees.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The hallway in question is the result of the building's design/construction. The jurisdiction for improvements, maintenance, and repairs for this recommendation falls under the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding. The Department will brief personnel on all policies and procedures involving officer safety during the movement of inmates.
23- Torrance Courthouse Install phones in all cells.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation requires further analysis. The analysis is expected to take six months. Custody Division was contacted and will look into the feasibility of installing phones in each cell. At this time, any recommendation of providing additional financial support will be made within the context of the Department's overall budget, numerous funding priorities, and requests.
24- Van Nuys Courthouse Clean more often. Fix pipes creating leaks in the #5 tank area.	The Department agrees with the Civil Grand Jury's recommendation. This recommendation will not be implemented. The Department is unable to implement the recommendation. The jurisdiction for cleanliness, maintenance, and repairs for this recommendation falls under the responsibility of the Los Angeles Superior Court. The court was notified of the Civil Grand Jury's finding.
25- LAC+USC Jail Ward More vans should be available to transport detainee patients.	The Department disagrees with this recommendation but will need further analysis. The analysis is expected to take six months. The Department currently has three (3) vans that are being used to transport inmates to their medical appointments to LAC+USC Medical Center. With the volume of medical appointments, this number has been deemed

	<p>sufficient to comply with the services. However, the fleet of vans used to transport inmates is aging and when one is out of service, it leaves the Department operating with less vehicles than the minimum required to efficiently transport inmates. Each existing van is at least twenty years old and should be replaced with newer models that are mechanically stable. The timeframe for this recommendation cannot be provided due to the administrative process and funding approval. Additionally, the current curtailment and budget reduction the Department is facing will impact this recommendation.</p>
<p>26- North County Correctional Facility Vents need to be cleaned at least every six months to prevent respiratory problems. Reduce loaning of officers to improve staffing and safety.</p>	<p>The Department agrees with the first part of this recommendation and will continue to exert all available resources and efforts to achieve and/or exceed these expectations. This recommendation has been implemented. The cleanliness of the facility remains a high priority to the command staff. Since this report, a work order request was sent to Facility Services Bureau to have all vents cleaned. Additionally, all staff stations, including the infirmary staff, have been directed to continue to have inmate workers clean their respective locations. Staff have been directed to log all cleaning efforts, including the cleaning of the vents, into the Electronic Uniform Daily Activity Log (E-UDAL).</p> <p>The Department also agrees with the second part of this recommendation and will continue to exert all available resources and efforts to achieve and/or exceed these expectations. This recommendation will require further analysis. The analysis is expected to take six months. The increased staffing of the jail is a Department priority and will be addressed as personnel and funding become available. The implementation timeframe for this recommendation cannot be provided due to the dependency on funding approval. Since the inspection, the facility has reduced the number of personnel "loaned out" to thirteen, and have nine personnel "loaned in" from other bureaus/facilities. The officer to inmate ratio is slightly better than what was indicated on the report. On any given day the facility fills ten staff positions in each housing area. One officer does operate a staff station</p>

	<p>which oversees the activities in four dorms. Each dorm may house up to 66 inmates. Additionally, on the same floor, there is a floor sergeant, a supervising line deputy, and four Rover positions which are staffed. When these positions are factored in, the ratio becomes one officer to 38 inmates.</p>
<p>27- Twin Towers</p> <p>Fix non-operational elevators for safety of officers.</p>	<p>The Department agrees with this recommendation. This recommendation has been implemented. As of July 13, 2020, all elevators within the Twin Towers Correctional Facility are operational. The elevators however, are outdated and parts are difficult to replace when the elevators become non-operational, contributing to the delay in their return to service. Los Angeles County Public Works retained the services of HH Fremer Architects, Inc. to conduct an assessment of Twin Towers Correctional Facility for the purposes of identifying and documenting the requirements for a potential modernization of the existing elevator equipment. This assessment is finalized and is currently in the design phase with the Department of Public Works.</p>
<p>Department of Children and Family Services – DNA 4 Those Forgotten</p>	
<p>Recommendations</p> <p>5.1 The Los Angeles County Board of Supervisors provide funds to the Department of Children and Family Services to facilitate DNA testing of children in foster care at the time of detainment into protective custody.</p>	<p>Responses</p> <p>DCFS is not in agreement with this finding and does not support facilitating DNA testing of children in foster care. This recommendation will not be implemented.</p> <p><i>Legal Concerns</i></p> <p>Children, like adults, have a constitutional right to be free from unreasonable searches and seizures as guaranteed by the 4th Amendment, and incorporated in the 14th Amendment, to the U.S. Constitution. Invasions of the body, including nonconsensual extractions of bodily material for DNA profiling, are searches entitled to the protections of the 4th Amendment. (<i>People v. Robinson</i>, (2010) 47 Cal. 4th 1104, 1119-1120, citing to <i>Skinner v. Railway Labor Executives' Assn.</i> (1989) 489 U.S. 602, 616-617, 109 S.Ct. 1402, 103 L.Ed.2d 639.)</p>

DNA may not be collected from a person absent consent of the person from whom the DNA is to be taken, absent a court-ordered warrant based on probable cause, or an exception to the warrant requirement. Children, given their minor status, are not legally allowed to consent to such collection, thus, consent by the parents—or individual who has the power to consent for the child—or a court order authorizing the collection of the DNA must be obtained.

Social workers do not have the authority to waive a child's constitutional rights and give consent for a DNA extraction simply because a child was detained and taken into protective custody. In most instances, especially during the reunification phase of the court proceeding, the child's parent(s) will retain the right to make medical decisions and thus decisions about DNA sampling. In other instances, where it is in the child's best interest to have a substitute medical decision maker, the Juvenile Court may appoint someone other than a parent to serve as the holder of the child's rights, and that person or entity may be imbued with the authority to give, or withhold, consent regarding medical decisions, which would include DNA sampling. In either case, if petitioned by a party to the proceedings to provide DNA sampling, the Juvenile Court can make the decision to authorize or deny a request for DNA sampling which would require all parties to be provided notice and the opportunity to be heard to ensure due process is provided.

When assessing the feasibility of extending DNA sampling to all children who enter child welfare, it is also critical to consider that DNA sampling could subvert public policy and increase risk to some children. Safe surrendered children illustrate one of these situations. The State's Safe Surrender law is intended to reduce the deaths of newborn babies due to abandonment at, or near, the time of birth. To encourage safe surrender, the child's parent is allowed to surrender the baby confidentially. If parents are not allowed to safely surrender their baby in confidence, they may try to avoid notoriety and stigmatization by

dangerously abandoning the baby in precisely the manner that the safe surrender law seeks to avoid. The State's Safe Surrender Baby Brochure explains that the law "[p]ermits the parent(s) or other person with lawful custody to safely and *confidentially* surrender a baby within three days of birth." (Emphasis added, Safe Surrender Baby Brochure, PUB 400, available on the California Department of Social Services website: <https://www.cdss.ca.gov/inforesources/ocap/safely-surrendered-baby/ssb-publications>) Furthermore, State law rigorously conceals the identity of a parent who safely surrenders their child by keeping it from the child welfare agency. Under existing State law, "[p]ersonal identifying information that pertains to a parent or individual who surrenders a child shall be redacted from any medical information provided to child protective services or the county agency providing child welfare services." (Cal. Health and Safety Code sect. 1255.7(d)(2).) Therefore, the DNA sampling of a safely surrendered child would risk revealing the parent's identity to the child protective agency, and that would erode the strong public policy favoring confidentiality, which underlies the Safe Surrender law. So, sweeping DNA profiling of foster children could deter a parent from making a safe surrender thereby increasing the risk of child death should that parent choose to unsafely abandon the newborn.

In other instances, DNA sampling is unnecessary, such as when a child remains in the home of a parent, or where a Nonrelative Extended Family Member (NREFM) is identified as the preferred placement option, or when viable relative placement options have already been identified. It is also worth remembering that relatedness in the legal sense is narrower than relatedness in the biological sense. For example, to determine Aid to Families with Dependent Children eligibility (a funding source for relative placement), a relative is defined as "an adult who is related to the child by blood, adoption, or affinity within the fifth degree of kinship, including stepparents, stepsiblings, and all relatives whose status is preceded by the words "great," "great-great," or "grand" or the spouse of any of these persons even if the marriage was terminated by death or

	<p>dissolution." (Welf. & Inst. Sect. 11400.) Therefore, it may be of little or no value to use DNA profiling to identify relatives of the sixth or greater degrees of relatedness, especially when nearer relatives are already known.</p> <p>Putting aside the critical constitutional legal barriers to obtaining DNA samples from all youth who enter the child welfare system, further dire concerns arise when one examines the Equity issues in such a proposal.</p> <p><i>Equity Issues</i></p> <p>When considering the moral, ethical, and equity issues surrounding the DNA sampling of foster youth, it is necessary to address ethical issues of informed consent, privacy, confidentiality, and disproportionality.</p> <p>As stated above, children and adults share the right to privacy, which includes the right to make an informed, independent decision about whether to have DNA extracted from their bodies, and whether and to whom their genetic test results may be shared. There is nothing more private than personal genetic information. Absent obtaining a warrant from a court, DNA sampling should only be conducted where legal, informed consent can be obtained.</p> <p>In child welfare cases, ethical consideration must be given in the following instances:</p> <ul style="list-style-type: none"> ○ What if a gene for a certain disease is identified—who, if anyone, is informed? What if the child/youth does not wish to know of genetic predispositions? Is the child then forced to seek medical treatment? Should identified relatives then be notified of those results? ○ What if a child believes a presumptive parent is their biological parent and DNA disproves that? Is the child to be told? Is the
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	<p>information to be withheld? Who decides? And whom is the information shared with? Under what conditions? How are they held accountable?</p> <ul style="list-style-type: none"> ○ How is DCFS expected to confirm the accuracy of the results? Who is held accountable for unforeseen and unfortunate experiences that may arise from sharing a child's/youth's DNA on a website that gives individuals around the world access to this vulnerable population? What are the proposed remedies for breaches in confidentiality or for inappropriate disclosures? <p>Further, there are concerns that the use of uniform DNA sampling of children will not only violate the confidentiality of children/youth in care, but also that of their relatives. If DCFS children are tested, their unique and private identifying information will be put into a genetic database and into the ether with little control. When genetic "matches" are identified, matched "relatives" are notified of the identities of the youth, allowing opportunities for the "relatives" to contact them. These "relatives" of whom little is known and the access that the connection leaves the already vulnerable children as potential prey to the dangers of being exploited. This could lead to youth being contacted by individuals who threaten their well-being and could potentially lead to such dangers as identity theft, sex or labor trafficking, or make them a victim of another crime.</p> <p><i>Disproportionality</i></p> <p>With respect to disproportionality, the following table provides a snapshot of the demographic breakdown of the DCFS, Los Angeles County jail, and Los Angeles County general populations:</p>
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Ethnicity	Percentage of DCFS Population	Percentage of LA County's Jail Population	Percentage of LA County Population
White	12%	15%	26.33%
Hispanic	57.8%	53%	48.43%
Black	23.4%	29%	7.88%
Asian/Pacific Islander	1.8%	< 3%	14.62%
American Indian/Alaskan Native	0.3%	< 3%	0.20%
Other	4.7%	< 3%	2.51%
Total	100%	100%	99.97%

*Data Source: July 2020 DCFS Fact Sheet; Los Angeles County Almanac, Crime and Justice: Los Angeles County Jail System by the Numbers (2019 data); and 2018 Census Estimate per Los Angeles County Almanac

To examine the equity issues, one must look at the historical use of genetic testing and its effect on communities of color. An example of genetic discrimination that disproportionately affected African-Americans occurred until the 1970s. Several states in the US required mandatory testing for sickle cell disease among African-Americans. Then, because this is a recessive trait, carriers of the disease were identified and told of the risks of having children who may be carriers as well. As a result, birthrates fell.

More recently, law enforcement has utilized a family member's DNA data to identify criminal defendants. By utilizing DNA data, law enforcement is able to identify the families of suspects. This not only identifies actual defendants, but also raises the concern for ensnaring innocents into an investigation and creating a cloud of suspicion over them. The range of possible harms include increasing surveillance on minority communities, exacerbating racial disparities, perpetuating the idea of guilt by

association, and aiding the disruption of family dynamics as individuals get investigated—regardless of their actual involvement with crimes. Further, familial searches elicit concerns about the disproportionate impact on communities of color because they are disproportionately in contact with law enforcement.

Systematic DNA testing of all youth entering the child welfare system does nothing to reduce racial disproportionality and the concurring disparities, but rather cultivates institutionalized racism and problematic practices that contribute to greater inequity.

Efforts to Identify Kin and Relative Placements

As described, adopting a DNA testing component for DCFS foster youth may actually place children and youth at greater risk of harm and yield negative unintended consequences. In addition, DCFS already has two effective family-finding programs in place that accomplish what the Civil Grand Jury's recommendations are hoping to achieve. In recent years, the Department augmented existing efforts to help its children and youth establish supportive relationships and connections with relatives to help them navigate the challenges of transitioning to adulthood.

In May 2016, the Los Angeles County Board of Supervisors enacted a motion mandating DCFS and the Probation Department to:

- Develop a plan to increase relative and NREFM placements and the overall role of relatives;
- Establish an Upfront Family Finding (UFF) program based on current legislation, models, and best practices from other jurisdictions in partnership with Community-Based Organizations (CBOs); and
- Develop a single countywide protocol for UFF with coordination by DCFS Permanency Partners Program (P3) and Probation's

	<p>Public Child Welfare, with a timeline and estimated budget for program implementation, training, and policy development.</p> <p>UFF</p> <p>In response to the motion, DCFS developed the UFF pilot program in keeping its focus on children placed in non-relative care at the time of detention. UFF's approach includes a deliberate effort on increasing relative placements, engaging relatives in providing non-placement supports, and collaborating with CBOs to provide additional supports to relatives. As part of the UFF program, dedicated staff conduct active searches for family members using search engines like CLEAR, which aggregates public records pulled from sources such as phone companies, utility companies, motor vehicle registrations, real-time incarceration information, and consumer credit bureaus, to quickly locate possible connections/associates to the person in question. Thus CLEAR is a critical resource for UFF's focus and success.</p> <p>DCFS piloted UFF in two regional offices in October 2016. After an evaluation completed by Child Trends in 2018, DCFS added UFF to eight additional offices, where it is now operational at 10 DCFS sites. With respect to efficacy of the program, based on recent data from the Office of Child Protection (OCP), 81 percent of the children referred to UFF from January to June 2020, were placed with kin. This rate is consistent with UFF data previously collected and reported by OCP. Given the pilot's success, DCFS is in the process of assessing the feasibility of expanding UFF across all its Regional Offices.</p> <p><i>Permanency Partners Program (P3)</i></p> <p>After recognizing the significant impact familial support has on the well-being of children in care, in 2004 DCFS developed P3 for Family-Finding on existing cases. The P3 program is comprised of retired and part-time</p>
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	<p>social workers who work collaboratively with case-carrying Children's Social Workers (CSWs) to conduct family findings. Originally developed to locate possible supports for "long-staying" youths who had little to no connections, the program expanded in several DCFS Regional Offices to allow for the initiation of UFF services for children upon their entry into care.</p> <p>The P3 program seeks to locate and engage children/youths' relatives, NREFMs, and chosen family by conducting individual interviews with children/youths, parents, and any available relatives. P3 CSWs engage individuals located through letters, phone calls, FaceTime, and face-to-face visits in efforts to broaden knowledge of those who may be able to support the families. Additionally, P3 CSWs conduct thorough reviews of case records, reports, and files to engage/re-engage those family members that may have previously been known (and forgotten) to DCFS.</p> <p>P3 CSWs also utilize computer-based search databases in their mining process. Currently, P3 CSWs use the following databases: CLEAR, Seneca, Leader Replacement Service (LRS), and Global Locate. In addition, P3 CSWs also use social media (Facebook, for example) in efforts to locate potential relatives. These search mechanisms do not require the invasiveness of gathering DNA samples and allow for trained social workers to help connect/reconnect with a safe and trauma-responsive approach.</p>
<p>5.2 The Los Angeles County Board of Supervisors explore the terms of a contract with Ancestry.com in locating blood relatives.</p>	<p>DCFS is not in agreement with the finding and this recommendation will not be implemented.</p> <p>As DCFS is not in agreement with this recommendation, it is not prudent to pursue a DNA profiling services contract. Further, <i>Ancestry.com</i> and <i>23 and Me</i> use standard contracts which would not be suitable for County use in serving the foster child population. <i>Ancestry.com</i>'s standard terms and conditions disclaim all warranties. (<i>Ancestry.com</i> Standard Terms and Conditions, Section 8.) Similarly, <i>23 and Me</i> provides its services</p>

<p>5.3 the Los Angeles County Board of Supervisors work with the Department of Children and Family Services to include DNA availability for children who are beginning the transition from protective care to independent living. This would augment the current County familial location success rates.</p>	<p>"as is." (23 and Me Standard Terms and Conditions section 23.) Therefore, there would be little if any legal recourse were the DNA profiling results wrong or unreliable.</p> <p>DCFS is not in agreement with the finding and does not support facilitating DNA testing of children in foster care. This recommendation will not be implemented.</p> <p>As stated in the Response portion to Recommendation 5.1, DCFS has legal concerns and is not in support of participating in a process that can lead to precipitating or perpetuating equity divides. DCFS has adopted an effective Family-Finding program and is assessing the department-wide expansion.</p>
<p>Department of Children and Family Services – Children: Not For Sale</p>	<p>Response</p>
<p>14.5 DCFS to look into increasing utilization of Child Advocacy Centers for support with trafficked children. This will match trafficked children with individuals who are highly-trained in interviewing children about their trauma, thereby allowing the children to be more comfortable speaking about their trafficking experience.</p>	<p>DCFS agrees that there may be an opportunity to collaborate with the Child Advocacy Centers (CACs) to provide support in utilizing a trauma-informed approach to interviewing victims of Commercial Sexual Exploitation (CSE).</p> <p>DCFS will further analyze the feasibility of utilizing the CACs by having a discussion with CACs and collaborating partners that aid in the recovery and support of child victims of CSE. Discussions with the Los Angeles County Sheriff's Department (LASD), the Los Angeles Police Department (LAPD), and the Los Angeles County Departments of Probation, Health Services (DHS), Public Health (DPH), Office of Child Protection (OCP), and Mental Health (DMH) will include the following:</p> <ol style="list-style-type: none"> 1. Inform and educate partners on the CAC model to determine any differences between the CAC model and the current model used to conduct interviews; 2. Determine accessibility and flexibility of CACs to meet the needs of both the youth and the timeframes of Commercial Sexual Exploitation of Children (CSEC) investigations;

	<p>3. Determine whether utilization of CACs would be beneficial or add value to the existing processes that are in place;</p> <p>4. Discuss training needs; and</p> <p>5. Impact on CSEC budget.</p> <p>It is important to note that the department previously explored the use of CAC models. Subsequently, DCFS opted to work directly with DHS and the Medical Hub physicians to establish a forensic assessment process, individual assessment, and specialized follow-up health care. Through the extensive efforts of DCFS, DHS and DPH, the use of specialized CSEC Medical Services and CSEC Initial Medical Exams, along with forensic examinations was established. Additionally, when CACs were previously assessed for possible use with the CSEC population, there was a challenge in that CACs were not available for use during after-hours and on weekends, when most youth are recovered from CSE activity. However, DCFS will reassess the accessibility of CACs as a part of the exploration.</p> <p>Los Angeles County will provide the results of the discussions and analysis by February 1, 2021. This will allow DCFS time to conduct the analysis with multiple entities to determine the feasibility or necessity of integrating CACs into Los Angeles County's approach to serving CSEC.</p> <p><i>L.A. County's Multi-Disciplinary Approach to Serving Commercially Exploited Children</i></p> <p>Los Angeles County aims to serve commercially sexually exploited children by using a multi-disciplinary, victim-centered, trauma-informed approach. Since August 15, 2014, Los Angeles County has implemented the First Responder's Protocol (FRP), a coordinated inter-agency response by law enforcement, DCFS, the Probation Department, and Survivor Advocates to serve CSEC victims from</p>
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identification through the first 72 hours of recovery. The goal of FRP is to identify and respond to CSEC expeditiously, address the immediate basic and safety needs, and connect the child to services and supports to facilitate stability. During a FRP response, DCFS collaborates closely with law enforcement partners in the investigation of CSEC cases to establish safety and gather intelligence to identify and arrest exploiters. The FRP response is where Los Angeles County can potentially join CACs during the initial investigation.

While the aim of the FRP is to provide a victim-centered, trauma-informed approach, there are opportunities for development and growth around ensuring that recovered children and youth receive interviews in the most trauma-responsive manner possible. CSE children and youth who are initially recovered by law enforcement may undergo multiple interviews during a time when they are tired, stressed, and in crisis. Being interviewed and asked multiple and often duplicative questions by law enforcement, DCFS, and/or Probation can cause children/youth to feel frustrated, anxious, and angry, which places them at risk of re-traumatization. Utilizing the services of a CAC may help address these issues since the model incorporates the use of an expert neutral interviewer who conducts interviews in a neutral, comfortable setting with all involved systems available and able to listen while not being present in the same room as the interviewer and child/youth. This way, the systems involved are able to receive the information needed while also being able to ensure that the child/youth is being interviewed in a trauma-responsive manner. One of the potential challenges is that CACs are typically only available during regular business hours. To avoid delays in law enforcement interviews, CAC hours would likely need to be expanded, as many of youth are recovered well past regular business hours. In addition, the CAC staff will require training to ensure they are CSEC-informed and understand the dynamics of CSEC. CSEC specific trainings include, but are not limited to:

1. Pathways to CSE;
2. Understanding the impact of trauma related to CSE;
3. CSEC terminology;
4. Tactics used by exploiters to control and manipulate youth;
5. Understanding the trauma bond and other barriers to leaving the exploitive relationship;
6. Application of the Stages of Change model to youth impacted by CSE;
7. Intergenerational/familial exploitation;
8. Nexus between gangs and exploitation;
9. The Harm Reduction Approach to working with CSE youth; and
10. CSEC Engagement strategies.

The services provided by CACs will also need to be weighed against the services already in place at Medical Hubs. Currently, CSEC victims taken into protective custody receive a specialized CSEC Medical Clearance at a DHS Medical Hub as soon as possible, but no later than within the first 72 hours upon recovery. This allows them the opportunity to receive time-sensitive portions of a medical evaluation, including testing and treatment for sexually transmitted infections, emergency contraception, and HIV post-exposure prophylaxis treatment, while also addressing other physical health issues resulting from violence, trauma, abuse and/or neglect (e.g., injuries, pain, pelvic inflammatory disease, drug/alcohol dependency, pregnancy). *Youth may use Medical Hub services on a walk-in basis for a CSEC Medical Clearance, 24 hours a day, seven days per week, including weekends and holidays.* This level of accessibility and flexibility in hours is required in order to address the emergent needs of the CSEC population. Following the CSEC Medical Clearance, victims of CSE receive a specialized CSEC Initial Medical Examination, which includes all the services of a regular Initial Medical Examination (i.e., physical exam, forensic screening to determine if an expert forensic evaluation is

	<p>needed, nutritional assessment, dental screening, developmental screening, vision and hearing test, lab screening test, immunizations, and health education). They also receive full reproductive health counseling, including:</p> <ul style="list-style-type: none"> ▪ Safe sex practice education; ▪ Gender identity; ▪ Healthy relationships; ▪ Comprehensive contraception counseling and same-day administration of most types of contraception; ▪ Education and offering of emergency contraception; ▪ Sexually Transmitted Disease (STD) screening and testing; ▪ Mental health screening and referral to services per patient preference; and ▪ Full Medical Case Worker evaluation with referrals to appropriate services. <p>The Medical Hub provides a multitude of services, including forensic interviewing. The County's Medical Hubs have highly trained medical providers and child interview specialists, which is a hallmark service of a CAC. Further analysis will be conducted to determine if the current structures in place need to be enhanced to serve the CSEC population and whether CACs should be examined for use by youth impacted by CSE.</p>
<p>Fire – LA-HOP (Los Angeles Homeless Outreach Portal)</p> <p>Recommendation</p> <p>10.1 Update procedures by these organizations to use LA-HOP to report homelessness:</p> <p>a. Los Angeles Police Department</p> <p>b. Los Angeles County Sheriff's Department</p>	<p>Response</p> <p>The Consolidated Fire Protection District (District) of Los Angeles County agrees with the recommendation and will implement the recommendation within the next 90 days. The District has been engaged with partner agencies to address the homelessness crisis on multiple</p>

<p>c. Emergency Medical Services</p> <p>d. County Hospitals</p> <p>e. City and County Fire Departments</p> <p>f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.</p>	<p>fronts to include the homeless living in very high fire severity zones and those in need of housing to mitigate the spread COVID-19. The District will further address the homelessness crisis by engaging with the LA-HOP portal/application to report homelessness and provide awareness of LA-HOP to all District employees.</p>
<p>Health Services and EMS– Hospitals on Ventilators</p>	
<p>Recommendations</p> <p>9.1 The Board of Supervisors, Department of Public Health, and Department of Health Services should undertake a complete review of current hospitals' (County, Public, and Private) ability to meet SCAG's County growth projections for the upcoming 20 years.</p>	<p>Responses</p> <p>DHS and DHS-EMS disagree with the finding to the extent that it assumes the Department of Health Services has authority over private hospitals located in the County.</p> <p>DHS and DHS-EMS will not implement this recommendation as Private (either for-profit or not-for-profit), State, and Federal run hospitals are not under the jurisdiction of the Board of Supervisors nor the Department of Health Services. Licensing of hospitals is a function of the California Department of Public Health. The County, therefore, has no control over the ability or independent decisions of such hospitals to increase their bed numbers and/or build new facilities, nor decisions to close their facilities.</p>
<p>9.2 The Board of Supervisors and the Department of Health Services should assess how Measure B funds are being distributed, and look into whether Measure B, or any other funds, can be used to assist hospitals to upgrade infrastructure to meet seismic standards.</p>	<p>DHS agrees with this recommendation. This recommendation is in process of being implemented.</p> <p>The LA County Board of Supervisors (Board) will continue to serve as the advisory and approval body with respect to the distribution of Measure B funds. We believe the primary intent of Measure B has been fulfilled by maintaining the number of trauma centers and emergency rooms in existence as of 2003 statistics, adding new trauma centers such as at California Hospital Medical Center, Antelope Valley Hospital, and Pomona Valley Hospital Medical Center as well as the "24/7" air medical transport program, and by improving and enhancing trauma and emergency care. To adopt a countywide strategy for ensuring objective,</p>

	<p>needs-based allocation of future unspent and unallocated Measure B funds, the Board approved the creation of the Measure B Advisory Board (MBAB) consisting of representatives from the public and private sectors, to review and prioritize funding request proposals and make recommendations to the Board for funding these proposals. Through this process, MBAB continuously makes recommendations to the Board as additional unallocated Measure B funds become available.</p>
<p>9.3 The Board of Supervisors, EMS, and the Department of Health Services should consider the COVID-19 pandemic, and ensure sufficient funding such that all medical facilities within the County have adequate supplies (masks, hand sanitizer, ICU ventilators, etc.) for any future crises.</p>	<p>DHS and DHS-EMS agree with this recommendation. Implementation of this Recommendation is an ongoing process.</p> <p>Funding for emergency preparedness and procurement of emergency supplies and equipment has been provided to the healthcare community through the Federally supported Hospital Preparedness Program (HPP). Any increase to the HPP funding would be supported by the Board of Supervisors. The County's Emergency Medical Services (EMS) Agency manages the HPP, which coordinates with hospitals and other healthcare entities throughout the County on emergency preparedness, response, and recovery. The EMS Agency and hospitals have used HPP funds to procure and store medical equipment, masks, sanitizer, gowns, and ventilators.</p> <p>It is important to note, however, that under the Centers for Medicare and Medicaid Services (CMS) Conditions of Participation, each healthcare entity has an obligation to plan adequately for disasters, making emergency preparedness a shared responsibility.</p> <p>DHS and DHS-EMS disagree. This recommendation will not be implemented as jurisdiction for this recommendation falls under the department of Public Health.</p>
<p>9.4 This Committee recommends that the Board of Supervisors, EMS, DHS and the Department of Public Health provide a report specifically outlining how Measure B funds are being used to update the Bioterrorism Preparedness Plan so that the County will always have enough medical equipment on hand to deal with global emergencies.</p>	

<p>9.5 This Committee recommends that the County Measure B Advisory Board add a member position in order to have a representative from one of the 13 non-County hospitals, preferable the Chief Financial Officer from one of those hospitals.</p>	<p>DHS disagrees with the finding/assumption that EMS has oversight of Measure B Funds. (Background, p. 194.) The Measure B Advisory Board (MBAB) was formed in 2018 as the result of a motion passed by the Board of Supervisors on July 11, 2017. The EMS Agency, among others, serves as a member of, but does not have oversight authority over, the MBAB. The MBAB's role is advisory only to the Board. Therefore, EMS has neither the authority nor the oversight responsibility over the expenditure of Measure B Funds. (See Board of Supervisors Statement of Proceedings, July 11, 2017, Item 3, Chief Executive Officer's Report Dated July 3, 2017.)</p> <p>This recommendation is already implemented. The MBAB membership already includes a "Representative of non-County trauma hospitals, as appointed by the Hospital Association of Southern California," and a "Surgeon practicing at a trauma hospital in the County as appointed by the Southern California chapter of the American College of Surgeons." (See Appendix 4) Furthermore, an Emergency Room nurse as appointed by the California Nurses Association was added by Board amendment to the motion, which adds to the non-County trauma hospital representation.</p>
<p>9.6 The Board of Supervisors should disclose hospital risk to the public; appropriate disclosure should be displayed at primary entrances of SPC-1 building to inform the public and hospital staff about the earthquake risks posed by each building.</p>	<p>DHS disagrees. This recommendation will not be implemented as jurisdiction for this recommendation falls under the department of the CEO.</p>
<p>9.7 The Board of Supervisors should develop a 10-year business plan for replacing hospital buildings closed due to the 2020 SPC-1 seismic retrofit mandate.</p>	<p>DHS disagrees. This recommendation will not be implemented as jurisdiction for this recommendation falls under the department of the CEO.</p>
<p>Health Services and EMS- LA-HOP (Los Angeles Homeless Outreach Portal)</p>	
<p>Recommendation</p> <p>10.1 Update procedures by these organizations to use LA-HOP to report homelessness:</p>	<p>Response</p> <p>DHS and DHS-EMS disagree with this recommendation.</p>

<p>a. Los Angeles Police Department b. Los Angeles County Sheriff's Department c. Emergency Medical Services d. County Hospitals e. City and County Fire Departments f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database.</p>	<p>This recommendation will not be implemented. DHS and DHS-EMS defer to the LA County Fire Department for response to Recommendation 10.1.c as the "First Responder, 4%" referenced in the LAHSA Organization's September 30, 2019, Report (CGJ LA-HOP Report Appendix 2) are EMTs and Paramedics who work for the fire departments and ambulance companies, not the EMS Agency.</p> <p>DHS contracts with over sixty (60) outreach teams and these team's partner with LAHSA and other outreach teams to respond to LA-HOP reports throughout Los Angeles County. DHS has outreach teams assigned to DHS hospital campuses who are onsite assisting homeless clients. Requiring DHS hospitals to route client reports through LA-HOP could result in delays for clients to receive services. In addition, DHS has an existing system for County hospitals to refer clients to DHS Housing for Health for access to interim and permanent housing.</p>
<p>Health Services – In Remembrance of Those Who Walked Amongst Us</p>	<p>For these reasons, Recommendation 10.1.d will not be implemented.</p>
<p>Recommendation</p>	<p>Response</p>
<p>11.2 The Department of Health Services and Medical Examiner-Coroner to hold the Ceremony for the Unclaimed Dead on a day where street parking is available by ensuring the ceremony is not scheduled at a day or time when street cleaning will be occurring, and vehicles are prohibited from parking on the street.</p>	<p>DHS agrees with this recommendation. This recommendation will be implemented.</p> <p>LAC+USC Medical Center's Office of Decedent Affairs will work with the Medical Examiner-Coroner's Office to ensure the annual Ceremony for the Unclaimed Dead is scheduled on a day and time that does not have street parking restrictions due to street cleaning.</p>
<p>Internal Services Department – A Diet for Landfills: Cutting Down on Food Waste</p>	<p>Response</p>
<p>Recommendation</p> <p>1.14 Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.</p>	<p>This recommendation will not be implemented. Internal Services Department does not have jurisdiction over this recommendation.</p>

Medical Examiner-Coroner – In Remembrance of Those Who Walked Amongst Us	
Recommendation	Response
11.1 The Department of Medical Examiner-Coroner to explore providing the additional option of a comfort animal for those waiting to interface with staff.	The Department agrees with this recommendation. This recommendation will require additional analysis. The analysis is expected to take six months. At this time, any recommendation of providing additional services will be made within the overall context of budget priorities as well as the operational impacts of the coronavirus pandemic.
11.2 The Department of Health Services and Medical Examiner-Coroner to hold the Ceremony for the Unclaimed Dead on a day where street parking is available by ensuring the ceremony is not scheduled at a day or time when street cleaning will be occurring, and vehicles are prohibited from parking on the street.	The Department agrees with this recommendation and will implement it in conjunction with Department of Health Services. The DMEC office will work with the Department of Health Services' Office of Decedent Affairs to ensure the annual Ceremony for the Unclaimed Dead is scheduled on a day and time that does not have street parking restrictions due to street cleaning.
Mental Health – Hashtag: Our Kids Matter	
Recommendations	Responses
7.3 The development and implementation of a cognitive behavioral program at all juvenile facilities to teach the juveniles to recognize behavioral patterns such as anger control, conflict resolution, communication skills, working in a diverse environment, and achieving a person plan of action.	<p>The Department of Mental Health (DMH) agrees with the recommendation. The recommendation has been implemented.</p> <p>The juvenile camp programs implemented this recommendation as part of the Integrated Treatment Model and the LA Model. Additionally, as part of individual therapy in both the juvenile halls and camps, the recommendation outlined above is a frequent component of the treatment plan developed between the youth and the clinician. Coincidentally, this is a treatment component frequently addressed by psychiatrists.</p> <p>It should be noted that in accordance with the Centers for Disease Control (CDC) and Department of Public Health (DPH) guidelines for COVID-19, services to youth have needed to be modified over the past five months. Tele-psychiatry and tele-health platforms have been developed and implemented. Youth at juvenile halls continue to have a</p>

	short length of stay, which is not sufficient time for effective cognitive behavioral programming.
7.5 Group sessions to learn communication skills should be implemented on an on-going basis.	<p>DMH agrees with the recommendation. The recommendation has been implemented.</p> <p>Prior to the COVID-19 pandemic, group treatment was regularly conducted in the Probation Camps as part of the Integrated Treatment Model and the LA Model. Given the current COVID-19 pandemic, group sessions continue in settings where the session can be safely conducted in accordance with CDC and DPH guidelines. Both group and individual formats can be utilized to work with youth on developing effective communication skills.</p>
7.6 Provide professional counseling to the juveniles during their time while confined in the Hope and Mind Centers.	<p>DMH agrees with the recommendation. The recommendation has been implemented.</p> <p>When youth go to the HOPE Center to regain their composure, DMH clinical staff respond. Use of the HOPE Center varies greatly and depending upon the facility, often there are no youth in the HOPE Center. When Campus Kilpatrick was temporarily re-located to Challenger Memorial Youth Center, the HOPE Center was re-named the Mindfulness Center. Now that Campus Kilpatrick has returned to Malibu, there isn't a separate HOPE center in that facility by design. DMH clinical staff work with youth in both the halls and camps as part of individualized mental health treatment plans to better understand the circumstances which can lead to escalation of behavior and to practice skills to better navigate similar circumstances in the future.</p>
7.10 The treatment model at DKC should be implemented at other juvenile detention facilities to create a culture of care rather than a culture of control.	<p>DMH agrees with the recommendation. The recommendation has been partially implemented.</p> <p>The Probation camps implemented the Integrated Treatment Model over the past 10 years and Dorothy Kirby Center (DKC) was one of the facilities that implemented this model. Furthermore, it should be noted that DKC has housed youth with high mental health needs and the</p>

	<p>program model reflects this. Capitalizing on the design of the Integrated Treatment Model, when Campus Kilpatrick opened, the LA Model was implemented. Probation, Los Angeles County of Education, DMH, and Juvenile Court Health Services worked closely together on both models. The Probation camps due to their longer length of stay allow for a more enriched implementation of a culture of care. However, within the Probation juvenile halls, the implementation of a culture of care will by necessity look different due to the high turnover and short length of stay. Despite this, there are efforts underway to implement aspects of the LA Model in the juvenile halls.</p>
Parks and Recreation – A Diet For Landfills: Cutting Down on Food Waste	
Recommendation	Response
1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.	<p>The Department of Parks and Recreation agrees with the recommendation.</p> <p>Further analysis is needed and will be completed by February 28, 2021.</p> <p>The County park facilities are maintained and operated by private operators and foundations under a Board-approved agreement. Discussions with these entities, their stakeholders and review of their contracts with the County and their applicable sub-contracts are necessary to determine if this recommendation is feasible at the sites.</p> <p>For example, the Hollywood Bowl is more than a concert venue. It hosts tailgate parties and other special events. A thorough analysis on the implementation of a food waste recycling program at this facility will require input from its many stakeholders, along with an analysis of the associated costs and the ability to negotiate and amend existing contracts.</p>
Probation – A Diet For Landfills: Cutting Down on Food Waste	
Recommendation	Response
1.5 County officials should create a garden/compost program at Pitchess Detention Center in Castaic and	Partially Agree. The Department will implement this recommendation within Probation facilities, with the exception of the Pitchess Detention Center, as it is not a Probation owned facility. Probation has prior

investigate the option of a garden at some or all of the juvenile detention facilities.	experience with gardens tended by youth in our facilities and continues to involve youth in personal development programs such as green-scape garden and facility upkeep. Having youth share in the creation and care of these gardens contributes to their overall feelings of comfort, responsibility, and accomplishment. However, gardens will not be intended to provide vegetables for consumption by youth as it is not practical due to regulations that require periodic monitoring and sampling of various aspects of detention facility vegetable gardens such as soil, nutrients, and water content.
Probation – Bail Reform in the County of Los Angeles	
Recommendation	Response
2.1 The Los Angeles District Attorney's Office and Probation Department to consider supporting the elimination of the bail system, and to investigate alternatives to the bail system.	Disagree. This recommendation will not be implemented. Elimination of the bail system is set for the voters to decide via a referendum this November. Probation supports a fair system that does not disadvantage persons from being released pretrial due to their economic status. Los Angeles County Probation, in partnership with the Superior Court and other justice partners, is currently participating in a pilot designed to safely increase the number of persons released at the pretrial stage by using validated assessments. The data from Los Angeles County and other pilot sites will be analyzed by the State Judicial Council and analyzed to determine the most promising methods of accomplishing bail reform that can be replicated across the State. Probation also supports diversion efforts for persons suffering from mental illness and chronic homelessness when these issues directly contributed to the alleged crimes. Probation has partnered with the Office of Diversion and Reentry (ODR) to pilot such a program which also provides housing assistance to this group.
Probation – Free At Last	
Recommendations	Responses
6.1 The ROC should be replicated in the remaining Four Supervisorial Districts of the County of Los Angeles.	Agree. Recommendation is in the process of being implemented. A decade ago, Adult Operations developed a plan to create Community Reentry Centers (CRC) at each of the five Supervisorial Districts. The Developing Opportunities and Offering Reentry Solutions (DOORS) is

	<p>the first installment on the planned CRCs and opened its doors in June 2019 after a 19-month building project. Implementation plans and construction are underway at Martin Luther King Behavioral Health Center (MLK-BHC) (District 2) and in Van Nuys (District 3) at our East San Fernando Valley (ESFV) locations. Future locations will be designated as resources are identified and allocated.</p> <p>Agree. This recommendation has been implemented. The Department has developed signage for the lobby and entrance areas. Work is underway to display rehabilitative classes, training, and schedule of programs. The Department coordinates with East Los Angeles College (ELAC), Rio Hondo College and Mt. San Antonio College (Mt. SAC) who provide Educational opportunities to probation clients. The colleges provide signage with program and contact information for participation, which are displayed in the lobby. As resources are identified and allocated, the use of the mounted TV for DOORs program and training opportunities will be displayed in a loop.</p> <p>Agree. Recommendation has been implemented. Educational opportunities are critical to rehabilitative efforts and integral to client case plans. The Department worked with the Superior Court and developed a Court to College Program at Cerritos College for Probation's adult clientele. Expansions to ELAC and Mt. SAC have also been implemented. DOORs incorporates educational opportunities through the service provider Five Keys which provides anger management services, domestic violence prevention services and high school education programs. In addition, the INVEST (Innovative Work Solutions) program is currently co-located at American Job Center of California (AJCC) locations on LA Trade Tech College and South West College campuses. Active efforts to extend academic opportunities to INVEST clients and other justice involved participants are being undertaken as funding is identified.</p> <p>Agree. This recommendation has been implemented insofar as practical with existing resources. The potential for expansion with additional funding will be taken in the broader consideration of the context of the</p>
6.2 Provide information inside the lobby about rehabilitative classes and training through signage regarding the services provided at the ROC.	
6.3 The County should include robust post-release educational opportunities and incentives to encourage those under supervision to continue with their education.	
6.4 Ensure supportive services are provided to meet the needs of the participants, e.g. in areas of housing, transportation, clothing, employment, and education.	

	<p>budget and Departmental priorities. Most area offices have clothing closets for clients to utilize if needed or in preparation for job interviews. The Department has also partnered with the Office of Diversion and Reentry (ODR) to provide resources related to housing, substance abuse services, mental health services, education and other systems navigation services.</p> <p>The Department has established INVEST. The program is a collaboration with Workforce Development and Aging Community Services (WDACS), multiple Workforce Investment Boards, and Community Based Organizations (CBOs) to provide a pathway to career training and job placement. Funding for INVEST expires in 2022.</p> <p>In addition, the Department is in the process of partnering with the City of Long Beach to implement a pilot project to provide more intensive/targeted services to those released from County jail to address homelessness by assigning a Deputy Probation Officer (DPO) to the Multi-Service Center in the City of Long Beach. The DPO will be providing linkages to services which includes housing, employment, and education.</p>
<p>6.5 INVEST has been funded for a two-year period, and we recommend that funding be continued beyond the successful completion of the initial pilot program.</p>	<p>Agree. This recommendation has been implemented. The Department remains committed to the full implementation of the INVEST program and the collaboration with WDACS, ODR, and the AJCCs. Operations were recently expanded to provide services to additional areas of the County and the Department along with its partners continues to explore avenues to maintain funding and improve efficiencies in the delivery of INVEST services and to ensure the program remains sustainable. The INVEST Program is fully funded through FY 2021-22 and program expansions are in process. A full evaluation which is currently underway, should demonstrate the positive outcomes the program is having on our clients and society that would provide information for the Board of Supervisors to make an informed decision.</p>

<p>6.6 INVEST clients need additional access to community college training programs.</p>	<p>Agree. This recommendation has been partially implemented. Clients that we serve, including INVEST clients, would benefit from the opportunity to access to community college training programs. With Probation's limited SB 678 resources, this program will sunset at the end of FY 2021-22. Additional funding for this program will be taken in the broader consideration of the context of the budget and Departmental priorities to augment existing grants and education endowments, and allow for maximum client participation.</p> <p>The Department continues to work with local community colleges to connect educational opportunities to clients. East Los Angeles College (ELAC), Rio Hondo and Mt. SAC community colleges have provided several educational programs for clients including college degrees, certificate programming, paid internships, technical degrees, job placement and vocational studies. All programming is free including enrollment, tuition, books, tutoring, transportation and in some cases laptop computers. During COVID-19 clients can connect with the colleges for educational counseling and enrollment through distance learning.</p> <p>In addition to Court to College involvement with ELAC, Rio Hondo, and Mt. SAC community colleges, and the INVEST co-location on LA Trade Tech and Southwest College, Probation personnel have been engaged in planning discussions with representatives from the Los Angeles Community College (LACC) regional consortium of 28 Community Colleges to expand and enhance access to educational and training options for our justice involved population, working closely with the INVEST and Prison to Employment (P2E) programs as existing resources permit.</p>
<p>6.7 In-depth training was requested by senior staff regarding the availability of job training and employment programs, and we concur that it should be provided.</p>	<p>Agree. This recommendation is in the process of being implemented. The Adult Coordinated Optimal Rehabilitative Efforts (CORE) Bureau is developing training for all Field Staff focusing on client engagement and referral efforts in support of the work-flow, job training and employment</p>

programs offered through the INVEST Program in collaboration with WDACS.	
6.8 Provide Five Keys programs to inmates with an emphasis on continuing their education upon release.	Disagree. This recommendation will not be implemented. Recommendations related to custody should be directed to LASD.
Probation – Hashtag: Our Kids Matter	
Recommendations	Responses
7.1 Since OC spray is being phased out, Probation should investigate the use of BolaWrap which enables officers to restrain resisting subjects during juvenile altercation from a distance without using bodily force.	Partially Disagree. This recommendation requires further analysis to be completed in 6 months. The BolaWrap is a device that is intended to immobilize and control resistive/non-compliant persons. However, the device has limitations and restrictions requiring consideration before its use. Although reasonable efforts should be made to target the lower extremities or lower arms of a person, given the dynamics of situation, the tether could potentially wrap around a person's neck or head causing serious injury. The BolaWrap also contains a tether with two 4 pronged hooks at each end of the tether. These hooks could penetrate the skin of a person when the BolaWrap is deployed. Additionally, the BolaWrap is equipped with a laser that if used inappropriately and directed into the eyes, it may permanently impair a person's vision. Therefore, the use of the BolaWrap device to increase safety and security in the facilities has to be explored further to ensure that the implementation of the device does not unintentionally injure persons and the County is not being exposed to any legal liability.
7.2 The Committee recommends an outside professional cleaning service be contracted to regularly clean the lavatories and shower areas at all camp facilities because the cleaning chemicals might be misused and hazardous to human health.	Agree. This recommendation has been implemented. Contract custodial services have been provided at all camp facilities as of March 2020, which include restrooms and shower areas.
7.3 The development and implementation of a cognitive behavioral program at all juvenile facilities to teach the juveniles to recognize behavioral patterns such as anger control, conflict resolution, communication skills, working in a diverse environment, and achieving a personal plan of action.	Agree. This recommendation has been implemented. The Department utilizes cognitive behavioral interventions as part of the therapeutic model within the Residential Treatment Services Bureau (RTSB), also known as camps, for post-adjudicated youth. Youth that are detained in juvenile halls, have less dosage (frequency and duration) of programming than those in camps, but are provided with individual

	<p>mental health interventions that are cognitive behavioral in nature. Department of Mental Health (DMH) clinicians facilitate Adapted Dialectic Behavioral Therapy and Seeking Safety; both are cognitive behavioral therapies (CBT). Departmental staff facilitate CBT groups in Resilience and Intergroup Solidarity Education (RISE) and Youth Engaged in Leadership and Learning (YELL). Both curriculums are predicated on CBT. In addition, the Behavior Management Program (BMP) is being redesigned to align with the principles of Positive Youth Development to improve the social emotional domains of problem solving and emotional management. The BMP incentivizes and reinforces the skills acquired during CBT groups and youth are rewarded for demonstrating those skills and prosocial behavior.</p>
<p>7.4 Vocational training programs such as plumbing, automobile repair, computer repair, carpentry, culinary arts and upholstery should be offered at the camps.</p>	<p>Agree. This recommendation has been implemented. Probation Education Services sponsors various vocational training programs in our camps. These include culinary arts in partnership with Mission College at Campus Kilpatrick, Automotive technology at Dorothy Kirby Center in partnership with Los Angeles Trade Tech college, and Logistics in partnership with United Parcel Service (UPS) and East Los Angeles College at Camps Afflerbaugh, Paige and Dorothy Kirby Center.</p> <p>In collaboration with WDACS, youth in our camps have an opportunity to participate in Probation's camp employment program. Every year approximately 250 youth in our camps and halls are provided with an opportunity to work up to 120 paid hours in our residential centers. The 120 hours includes 20 hours of paid Personal Enrichment Training (PET) facilitated by trained Probation Education Services Staff. In addition, participants in this program receive an employment transition plan; as well as, employment support through the AJCC locations in their local communities.</p>
<p>7.5 Group sessions to learn communication skills should be implemented on an on-going basis.</p>	<p>Agree. This recommendation has been implemented. As indicated, the Department's Community Health Workers and Probation Officers facilitate youth groups, as well as the DMH, and contracted agencies. Adapted Dialectic Behavioral Therapy, Seeking Safety, RISE, YELL,</p>

	<p>include teaching and motivating youth to perform prosocial behaviors. The Department also has contracts and non-financial Memorandum of Understandings (MOUs) with several community-based providers who facilitate groups (e.g., Spoken Word, Drama, Music) to teach youth how to resolve conflict, and regulate their emotions. The Department has established an MOU with the City of Los Angeles's Gang Reduction Youth Development (GRYD), to provide healing circles and transformative mentoring facilitated by contracted agencies who hire persons with lived experiences. The Department is also releasing a work order to expand Credible Messenger healing circles for youth in the halls and camps who do not reside within the City of Los Angeles catchment areas. The Department has also established a public-private partnership with the California Community Foundation (CCF) to re-grant Juvenile Justice Crime Prevention Act (JJCPA) funds to community-based providers to deliver youth development services. Some of these grantees are delivering services to youth in custody.</p> <p>Agree. This recommendation has been implemented. The Department offers counseling to youth by DMH staff in the juvenile halls' and camps' Healing Opportunities and Positive Engagement (HOPE) Centers. Dorothy Kirby Center also provides counseling by DPOs who specialize in treatment and counseling. They assist the youth by conducting a Behavior Chain Analysis to examine their behavior and identify triggers and vulnerability factors that link to unwanted behaviors. Describing the emotions, thoughts and body sensations that occur immediately before, during, and after negative behaviors can provide guidance to staff and youth to explore where, when and how to intervene in the behavioral cycle to make unwanted behaviors less likely to occur again.</p> <p>Agree. This recommendation has been implemented. All living units at DKC are equipped with microwaves.</p> <p>Partially Agree. This recommendation requires further analysis to be completed in 6 months. Probation's Management Services Bureau (MSB) will work with their maintenance provider and perform an</p>
7.6 Provide professional counseling to the juveniles during their time while confined in the Hope and Mind Centers.	
7.7 Microwave ovens should be made available at DKC inside the cottages, which the residents may use to make popcorn and other treats.	
7.8 The air-exchange system at DKC is not adequate for the facility; therefore, it needs to be replaced.	

	<p>assessment of Dorothy Kirby Center's HVAC system. Should the assessment determine that there are air flow deficiencies, MSB will work with Administrative Services Bureau to identify funding to repair or replace the system.</p>
7.9 A security checkpoint at entry and a carded gate-entry system needs to be installed at DKC.	<p>Partially agree. This recommendation requires further analysis to be completed in 6 to 9 months, due to the complexity of the project and funding restrictions. A single point of access, with control measures in place, will provide for additional safety and mitigate any liability that the County may incur as a result of physical or property damage. Additionally, the added oversight of security guards or a key card at the entrance will enhance the interior security and safety of all that is currently provided by the Probation officers on site. Probation's MSB will work with Juvenile Institution's management to identify viable security checkpoint and carded gate-entry systems and assess whether there is funding to pursue.</p>
7.10 The treatment model at DKC should be implemented at other juvenile detention facilities to create a culture of care rather than a culture of control.	<p>Partially Agree. This recommendation is in the process of being implemented. The Department started the paradigm shift to a culture of care in 2008 with Camps Redesign. All staff were trained in evidence-based practices in corrections which included Core Correctional Practices (CPC), Principles of Effective Interventions, Motivational Interviewing, Adolescent Stages of Development, and Trauma Informed Practices. In 2018, Juvenile Operations revised its mission statement to "it is the mission of Juvenile Probation to promote and support healthy youth development that is trauma-responsive, strength-based and culturally competent by partnering with families and the community."</p> <p>On June 21, 2019, the Department submitted an action plan to the Board of Supervisors, entitled "Embracing the Future," requesting resources to develop a youth centered therapeutic milieu. This plan was predicated on the Youth in Custody Practice Model (YICPM) Initiative, with technical assistance provided by Trauma Expert, Dr. Monique Marrow. Expansion with additional funding will be taken in the broader consideration of the context of the budget and Departmental priorities. The youth in juvenile</p>

	<p>hall are there for a limited time which does not include the time or staffing resources to establish a therapeutic relationship with the youth and the family. However, the Department continues to advocate and support a "culture of care," by adopting a Positive Youth Development framework, and train staff in de-escalation techniques, Crisis Communications, Behavior Management, and Rapport-Based Supervision.</p>
7.11 Assign DPOs inside every classroom to ensure the safety of educators and juveniles alike.	<p>Partially Agree. This recommendation has been partially implemented as DPOs are assigned to select classrooms. The Department assigns DPOs to specific classrooms that have youth attending from various wings/dorms or that have continuous behavioral concerns. Additionally, all camps have a DPO assigned as a School Liaison during school hours that respond to any classroom or counsel youth as needed.</p>
7.12 Ensure juvenile records are available to LACOE teaching staff for review.	<p>Partially Agree. This recommendation will not be implemented. Currently the Department does not share juvenile records to teaching staff, as teachers are not identified under Welfare and Institutions Code (WIC) Section 827 as individuals authorized to receive case records. However, a Superintendent of a school or a designee in the district where the youth attends school is authorized to receive and/or discuss juvenile case records. The superintendent or designee may make a request by submitting a "Declaration in Support of Access to Juvenile Records" form accompanied by presentation of proper identification. A representative from Los Angeles County Office of Education (LACOE) is assigned to Camps Headquarters to assess and develop an education plan for youth once they receive a camp order. This information is incorporated into the youth's case plan and shared during the Initial Multi-Disciplinary Team (MDT) meeting, along with any safety/behavioral concerns. MDTs occur throughout the duration of the youth's camp commitment, and educators are invited to attend. The MDT is designed to discuss a youth's progress towards treatment goals and strategies to address negative behaviors. Additionally, should a youth be suspended from class, the teacher is required to make contact with the parent. The parent is often the best source of information to identify the root cause of negative behavior, and effective strategies to mitigate those behaviors.</p>

7.13 Create an avenue for high school graduates to participate in the Court to College Program.	Disagree. This recommendation will not be implemented. Juvenile Probation does not participate in the Court to College program; however, post-secondary programming takes place at all Residential Treatment Services Bureau (RTSB) and Detention Services Bureau (DSB) juvenile residential facilities. Programming consists of both onsite, online and hybrid style instruction. College course offerings vary by semester. All credit courses offered through our Los Angeles Community College District Partners are University of California (UC)/California State University (CSU) transferable. Education services staff serve as proctors working alongside college instructors. Youth in the college program are provided with the required course textbooks, access to technology and attend weekly study groups.
7.14 Expand the Court to College program to include all community colleges.	Disagree. This recommendation will not be implemented. College instruction is currently available in all of Probation's Residential Treatment Services Bureau camps through Probation Education Services. College courses are offered through Los Angeles Mission College, ELAC, Los Angeles Trade Tech, Glendale Community College and University of California, Los Angeles (UCLA). Students in our program will be registered through the Los Angeles Community College District (LACCD). Students in the LACCD system are eligible to continue taking courses at any of the nine community colleges in Los Angeles County.
Probation – Detention Committee Recommendations	Responses
28 Supervisors should screen all videos to ensure non-violent content. Dayroom should be constantly supervised. Submit work order for broken window.	<p>Agree. This recommendation has been implemented. The Department's policy indicates "only movies or videos approved by the Building Supervisor may be shown to the youth" and part of staff responsibilities include "all youth not in their rooms are under direct visual supervision of staff at all times."</p> <p>A work order was submitted for the broken window and has since been replaced. In June 2019, the Department implemented a newly re-designed electronic work order program called Probation Facilities</p>

	Management System (PFMS). PFMS is an online service available to all staff requesting for maintenance and repair work for a Probation facility and/or support services requests for wireless communication devices, landline requests, asset disposition requests and special job/event requests.
29 Swimming lessons should be offered. (Note - This was specifically in reference to Camp Clinton Afterbaugh and the pool not being used often due to many youths' inability to swim.)	Partially Agree. This recommendation is in the process of being implemented. In recent years, the Department has established an agreement with the County's Department of Parks and Recreation (DPR) to provide lifeguard services. Prior to COVID-19, the Department was finalizing its agreement with DPR to provide lifeguard supervision and swimming lessons. Since COVID-19, DPR is having difficulty staffing these positions, but the Department remains committed to funding these resources taking in the broader consideration of the context of the budget and Departmental priorities.
Public Health – A Diet For Landfills: Cutting Down on Food Waste	
Recommendations	Responses
1.6 The County Department of Public Health should develop a program to train its 300 food inspectors as “ambassadors” when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)	Agree. This recommendation has been implemented. The Department of Public Health (DPH) supports the ability to leverage its workforce to inform permitted food businesses about safely donating surplus food and encourages participation in existing food redistribution programs, such as Food DROP.
1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)	Partially agree. This recommendation will not be implemented. Due to the current COVID-19 pandemic response efforts, the resources needed to expand education and outreach are not available. DPH plays and will continue to play a supporting role to Public Works in their efforts to ensure compliance to the Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions policy. In addition to establishing targets to reduce the level of statewide disposal of organic waste, this policy included an additional target that no less than 20 percent of currently disposed edible food is recovered by 2025. DPH is

	also supportive of assisting Public Works in their existing efforts, including the Food DROP program, to develop a food waste education program on how waste can be collected and separated.
1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.	Disagree. This recommendation will not be implemented at this time. Due to the COVID-19 pandemic, adequate resources and staffing needed to proceed with this work are not available. DPH's Division of Chronic Disease and Injury Prevention (CDIP) currently reviews all new and/or renewing Requests for Proposals for food and vending services to ensure dietary requirements are integrated into final contracts, as required through the <i>Healthy Food Promotion in County Food Service Contracts</i> motion, adopted by the County of Los Angeles Board of Supervisors in 2011. To include requirements on food waste separation and recycling in multiple County contracts, a comprehensive assessment of County departments and their food service contracts will be necessary to provide an in-depth understanding of the number of departments that currently require the implementation of food waste separation and recycling programs in their contracts and the potential costs of doing so. The contracting process is complex and varies to some degree by department and non-department entity.
1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.	Partially Agree. This recommendation will not be implemented. DPH defers to the Public Works response for this recommendation.
1.12 All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school and monitor edible food recovery efforts.	Partially Agree. This recommendation will not be implemented. DPH recognizes that schools are responsible for an estimated 1-2 percent of food wasted in the United States, which translates to approximately 26 percent of a school district's budget. DPH appreciates the need to support edible food recovery in schools and has developed two guides that schools can use as resources to support their efforts in implementing edible food recovery strategies, such as establishing share tables. These two guides are titled, 'Share Tables and Food Donations in Schools Best

	Practices for Los Angeles County,' and 'CalFresh Healthy Living Share Table Implementation Guide.'
	Garden and composting programs can have a myriad of benefits to students, including making healthier food choices, as well as improving social and emotional health. While there are many benefits, significant challenges to establishing gardening and composting programs Countywide need to be addressed, including time, staff, funding, curriculum, and space. While the County can provide capacity building opportunities for individual schools to address these challenges, it is up to each school district to examine its priorities and allocate its resources towards efforts such as these.
1.13 All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).	Partially agree. This recommendation will not be implemented, as these efforts are contingent on State funding. Many after-school daycare providers receive state funding, which has dwindled over time. Current programs may lack the capacity to develop a garden/compost program.
Public Health – Hospitals on Ventilators	
Recommendations	
9.1 The Board of Supervisors, Department of Public Health, and Department of Health Services should undertake a complete review of current hospitals' (County, Public, Private) ability to meet SCAG's County growth projections for the upcoming 20 years.	Responses Agree. This recommendation will not be implemented, as it falls under the State jurisdiction. The Department of Public Health (DPH) agrees that a review of current area hospitals' ability to meet anticipated population growth is important to understanding whether existing capacity can meet future needs. However, as the state has the regulatory authority over hospitals, we believe that this should be performed under state direction. This may be an especially important piece in COVID-19 recovery, as there were significant gaps in the medical system that were identified during the pandemic in California.
9.3 The Board of Supervisors, EMS, and the Department of Health Services should consider the COVID-19 pandemic, and ensure sufficient funding such that all medical facilities within the County have adequate supplies (masks, hand sanitizer, ICU ventilators, etc.) for any future crises.	Agree. This recommendation has been implemented. DPH continues to advocate for increased federal preparedness funding and assuring that a sufficient portion of COVID-19 disaster recovery dollars are earmarked for rebuilding emergency medical supply and equipment caches that were depleted during the pandemic. In addition, efforts should be devoted to strengthening the national supply chain that hospitals and

	<p>healthcare entities are reliant upon by identifying more efficient procurement, rebuilding domestic manufacturing capabilities, and ensuring and maintaining an effective cache storage and distribution system to prevent shortages in future emergencies.</p> <p>Agree. This recommendation will not be implemented. While DPH does not have direct oversight of the Measure B funding, DPH would support a review of Measure B funding and provision of a report on bioterrorism preparedness and response activities initiated by the Measure B Advisory Board by December 31, 2020.</p>
<p>9.4 The Committee recommends that the Board of Supervisors, EMS, DHS and the Department of Public Health provide a report specifically outlining how Measure B funds are being used to update the Bioterrorism Preparedness Plan so that the County will always have enough medical equipment on hand to deal with global emergencies.</p> <p>Public Health – Nursing Homes: Only the Strong Survive</p> <p>Recommendation</p> <p>13.1 The Committee recommends that the County contract with an outside independent auditor to conduct a review of the contract agreement between the HFID and the CDPH. This audit needs to specifically address the complaint process, which has strict guidelines.</p>	<p>Response</p> <p>Disagree. This recommendation will not be implemented. Department of Public Health (DPH) is satisfied with the contract agreement between DPH Health Facilities Inspection Division (HFID) and the California Department of Public Health (CDPH). DPH HFID is required to adhere to the contract complaint process, which is defined in Federal regulations, specifically 42 CFR § 488.332 – Investigation of complaints of violations and monitoring of compliance and further elucidated in the Centers for Medicare & Medicaid Services' State Operations Manual Chapter 5 – Compliant Procedures developed for all states.</p> <p>Of special note: On May 26, 2020, the Board of Supervisors approved the Improving Oversight and Accountability Within Skilled Nursing Facilities (SNF) motion authored by Supervisors Mark Ridley-Thomas and Kathryn Barger, which demanded “an immediate, independent and holistic review” of Skilled Nursing Facilities by an Inspector General “to identify regulatory and policy recommendations for consideration at the local, state, and federal level to enhance the quality of care for residents, ensure that ongoing infection control measures are in place, and support the health care professionals that serve in this industry.”</p>

	<p>On June 26, 2020, the County Executive Officer appointed the County's Inspector General (IG) as the Inspector General called for in the motion.</p> <p>On July 30, 2020, the County's IG issued their Scope of Work for this motion which includes a review of DPH's obligations related to SNFs under the terms and conditions of the current contract, and specifically, DPH HFID's process for handling SNF complaints and facility reported incidents (FRI) investigations. DPH fully supports the Board Motion and the County's IG review.</p>
<p>13.2 The Committee recommends that the HFID create and maintain a user-friendly database that includes all staffing and inspections information on each facility in Los Angeles County. The database should be available on the HFID website (http://publichealth.lacounty.gov/hfid/) and include the ability for the public to offer feedback and lodge formal complaints.</p>	<p>Disagree. This recommendation will not be implemented. The California Department of Public Health Center for Health Care Quality Licensing and Certification Program (L&C) has already developed the California Health Facility Information Database (Cal Health Find). Cal Health Find provides consumers with information about licensed and certified facilities throughout California including "provider details, facility ownership, licensing and certification status (acceptance of Medicare and/or Medi-Cal), performance history (complaints, entity/facility reported incidents, state enforcement actions), and deficiencies identified by L&C staff. Cal Health Find also allows consumers to file complaints electronically.</p> <p>Cal Health Find can be found at the following link: https://www.cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx.</p>
Public Health-Environmental Health – A Diet For Landfills: Cutting Down on Food Waste	
<p>1.6 The County Department of Public Health should develop a program to train its 300 food inspectors as "ambassadors" when they are in the field. The inspectors need to be armed with the Food DROP brochure, as well as information about how that establishment can safely separate and recycle any food waste. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)</p>	<p>Agree. This recommendation has been implemented. In January and February of 2018, DPH developed a program and trained 480 of its Environmental Health Specialists, on "Safe Surplus Food Donations" which is applicable in 85 of the 88 contract cities, including county unincorporated. As field "ambassadors," inspectors began distributing informational brochures in February 2020 in English and Spanish on food waste and donations to Los Angeles County permitted food businesses during routine field inspections.</p>

1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)	Partially Agree. This recommendation will not be implemented. Due to the current response to the COVID-19 pandemic, resources are not available at this time to do the education and outreach that is needed. DPH-EH defers to the response provided by DPH.
1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.	Disagree. This recommendation will not be implemented. Please refer to the response provided by DPH.
1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room.	Partially Agree. This recommendation will not be implemented. DPH-EH defers to the Public Works response for this recommendation.
1.12 All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school and monitor edible food recovery efforts.	Partially Agree. This recommendation will not be implemented. In the latter part of 2019, an assessment of the 80 school districts was conducted by DPH and the Los Angeles County Office of Education, through an online survey (of which 50 percent of the school districts responded), informant interviews and review of official school documents. The goal was to gather data on the school districts' waste prevention strategies, the way they were implemented, where they were being practiced and the extent of the implementation. Findings from this assessment was compiled into a draft publication titled "Food Recovery

	<p>in School Districts – A Snapshot of Food Waste Prevention and Reduction Activities in School Districts in LA County” pending Board approval.</p> <p>The results of the assessment revealed most schools were implementing at least three activities to help reduce food waste, through such programs as “Offer vs. Service,” applied “Smarter Lunchroom” techniques, and the implementation of share tables. Among the least popular responses for food waste prevention/reduction efforts, was the composting of food scraps both on and/or off site.</p> <p>For DPH to explore the feasibility of the effectiveness of a garden and compost program and to monitor edible food recovery in every school would require the participation of all school districts, developing a plan with the County’s Department of Public Works, another assessment to be conducted in order to obtain additional data, and identifying different funding sources. Also, a Countywide outreach and educational program would have to be developed in order to overcome the dislike of composting activities, as noted in the assessment’s findings. A funding source to implement would need to be identified.</p>
<p>1.13 All 80 school districts should develop a garden/compost program that can be available for students in the myriad after-school daycare options available on campus (LACER, After the Bell, STAR, etc.).</p>	<p>Partially Agree. This recommendation will not be implemented. The development of a garden/compost program would require further engagement with all 80 school districts, exploring strategies to overcome challenges presented by seasonal climate and its impact on a viable garden. Other issues to consider include the need to address cultural backgrounds and needs of student populations with varying diets and tastes. The effectiveness of such a program would require the approval and acceptance of school districts as well as a well-coordinated effort with Public Works, an extensive educational and outreach plan with significant funding and resources to implement.</p>

Public Health-Health Facilities Inspection Division – Nursing Homes: Only the Strong Survive	
Recommendations	Responses
13.1 The Committee recommends that the County contract with an outside independent auditor to conduct a review of the contract agreement between the HFID and the CDPH. This audit needs to specifically address the complaint process, which has strict guidelines.	Disagree. This recommendation will not be implemented. A review of the contract between the County and the California Department of Public Health (CDPH) is unnecessary. The current contract was a product of intense negotiations between CDPH and the County DPH and prior to Board approval, the contract was reviewed by State and County attorneys. The complaint process used by Health Facilities Inspection Division (HFID) is defined under Section 42 of the Code of Federal Regulations 488.332, providing the Federal regulatory basis for the investigation of complaints about nursing homes. The complaint process is further mandated under Chapter 5 of the State Operations Manual developed by the federal government for all states and cannot be changed.
13.2 the Committee recommends that the HFID create and maintain a user-friendly database that includes all staffing and inspections information on each facility in Los Angeles County. This database should be available on the HFID website (http://publichealth.lacounty.gov/hfid/) and include the ability for the public to offer feedback and lodge formal complaints.	Disagree. This recommendation will not be implemented. HFID is mandated to use a system developed and maintained by the federal government called the Automated Survey Processing Environment (ASPEN). Inspection information is already available for public viewing on the California Health Facilities Information Database (CalHealthFind) via the following link: https://www.cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx Cal Health Find may be used to search for facilities by name, facility type or location; view provider details, including facility ownership, licensing and certification status; compare up to three facilities at a time; and file a complaint electronically.
Public Works – A Diet For Landfills: Cutting Down on Food Waste	
Recommendations	Responses
1.1 Each of the 88 cities, and the County's unincorporated areas, should establish a weekly food waste drop-off center. The center can be at a farmer's market, such as the one held each Thursday near Los Angeles City Hall,	Agree. This recommendation requires further analysis which will be completed by February 2021. Public Works will conduct further analysis within the unincorporated County to determine exactly where and how to implement a pilot program. Public Works will consider establishing a pilot

or at another appropriate site. City and County officials can arrange for the food waste collected to be taken to a nearby facility for recycling or can establish contracts with organizations such as the Los Angeles Community Garden Council or landscaping companies for composting.	in partnership with community gardens and farmers markets. Public Works defers to the cities on their role in establishing food waste drop-off centers.
1.2 County officials should initiate programs using composting technology (such as Compostology or Earth Cube) that can compact food waste and can be easily installed in offices and schools.	Agree. This recommendation is in the process of being implemented. Public Works currently uses worm bins to compost pre-consumer food waste at its Headquarters. In addition, Public Works has prepared information about small-scale on-site organic waste processing technologies and plans to post the information online by the end of 2020. Public Works will also provide assistance to businesses, County facilities, schools, and other local jurisdictions that are interested in utilizing these technologies.
1.3 County and city officials should create an incentive program for residents and businesses to separate food waste. This could be in the form of a gift card to a local grocery store/farmer's market, or a discount on a solid waste fee. For example, in the city of Santa Barbara, 150 businesses (restaurants, grocery stores, coffee shops, etc.) have signed up for the city's <i>Foodscraps</i> program and can save several hundred dollars a month off their trash collection fee.	Partially Agree. This recommendation will not be implemented. Monetary incentives can be a good tool in certain situations; however, in this case, in accordance with SB1383, the County must require residents and businesses to use organic waste collection services and enforce the requirements with monetary penalties for noncompliance therefore incentives are not appropriate.
1.4 County officials should work with community colleges and workforce training programs, to increase classes about food waste recycling and careers in waste management that focus on diversion and conversion technologies.	Disagree. This recommendation will not be implemented by Public Works as jurisdiction for this recommendation lies with the community colleges. Public Works does not operate waste management or recycling facilities but can support County efforts to develop educational programs related to those activities.
1.5 County officials should create a garden/compost program at Pitchess Detention Center in Castaic and investigate the option of a garden at some or all of the juvenile detention facilities.	Partially Agree. This recommendation will not be implemented by Public Works as jurisdiction lies with the Sheriff's Department. Public Works has previously assisted Pitchess Detention Center with their recycling programs, including their farming and composting program.

<p>1.7 The County Department of Public Health should take the lead in creating a food waste education component as part of its permit process required for all outdoor public events that will be serving food. Department officials can work with the event manager ahead of time to plan for excess edible food donation, and for how food waste will be collected and separated. (This recommendation is also for Long Beach and Pasadena, which have their own Public Health departments.)</p>	<p>Agree. This recommendation will be implemented with respect to Public Works' role in developing educational materials. Public Works defers to Public Health's response regarding their role in this recommendation.</p>
<p>1.8 County officials should modify contracts with food vendor companies that are inside County facilities, such as the Hollywood Bowl, the Arboretum, the Los Angeles County Museum of Art, and cafeterias located at County hospitals, to include food waste separation and recycling. Especially at the Hollywood Bowl, which draws more than 17,000 people for most of its summer concert events, has several food options onsite, and traditionally draws large pre-concert picnicking crowds, implementing a food waste recycling program can be part of a public education campaign.</p>	<p>Agree. Implementation of this recommendation is in progress with respect to Public Works' role. Public Works has been working with County facilities to develop resource management plans to reduce waste and set up recycling programs, including for organics. Public Works will continue scheduling site visits and waste assessments at large venues and facilities generating large amounts of food waste. Public Works defers to other County agencies' responses regarding their role in this recommendation.</p>
<p>1.9 The County Board of Supervisors should require that the vendor operating the Hall of Administration cafeteria institute procedures to separate food waste, both in the food prep area, and in the dining room</p>	<p>Agree. This recommendation will be implemented. Public Works has been working with County facilities to develop resource management plans to reduce waste and set up recycling programs, including for organics. Public Works has discussed implementing food waste collection programs at other County facilities and can assist with this effort. Public Works defers to the CEO's response regarding their role in this recommendation.</p>
<p>1.12 All 80 school districts located in the County should work with local public works and health department officials to create a garden and compost program in every school and monitor edible food recovery efforts.</p>	<p>Partially Agree. This recommendation will not be implemented as jurisdiction lies with school districts. It is important to note that Public Works has provided assistance to school districts that are interested in developing sustainable gardening, composting, and edible food recovery programs through its Smart Gardening Program and can continue to support school districts in their efforts to create such programs</p>

<p>1.14 Elected officials in the County and cities should adopt the 11 suggestions in the March 2018 Countywide Organics Waste Management Plan and express support for the need to increase capacity and site and build new facilities to handle organic waste.</p>	<p>Partially agree. This recommendation is in the process of being implemented in County unincorporated areas. The first part of this recommendation is referring to the County's "2018 Countywide Organic Waste Management Plan." Page 39 of the plan lists 11 Organic Waste Management Options. Elected officials and jurisdictions may consider these options, separately or in conjunction with one another, to divert organic waste. Public Works is currently working on implementing many of these options, such as an enforcement ordinance, contract modifications, exclusive commercial hauling, and source separated organics collection. While Public Works agrees that jurisdictions should consider the 11 Options as they develop organics recycling programs, they are not a one-size-fits-all solution and jurisdictions will need to assess each individual Option and implement them as appropriate.</p> <p>Public Works agrees with the need to express support for increasing organic waste infrastructure capacity.</p>
<p>Los Angeles Homeless Services Authority (LAHSA) – Home Sweet Home</p>	
<p>Recommendations</p> <p>8.8 Increase the percentage of Measure H funds for housing vouchers to those who are severely rent burdened and to adequately subsidize Board and Care homes.</p>	<p>Responses</p> <p>Partially disagree. This recommendation will not be implemented.</p> <p>LAHSA agrees that there is critical need to expand the supply of permanent rental subsidy for persons experiencing, and at risk-of, homelessness, across Los Angeles County. Presently, permanent rental subsidies are made available with Measure H funding via the County's D7 strategy, which is administered by the County Department of Health Services. The County of Los Angeles is already increasing its annual proportion of D7 funding.</p> <p>However, LAHSA disagrees with the recommendation to use Measure H funding for this purpose, as availability of Measure H funding is not sufficient to make available for rent-burdened persons and/or persons requiring Board and Care. Further, while there are persons experiencing homelessness who require Board and Care and/or persons at-risk of</p>

	<p>homelessness who require Board and Care, LAHSA does not agree that it is the responsibility of limited County homelessness dollars to be utilized to adequately subsidize Board and Care, as the number and volume of persons in need of this particular service is beyond the scope of what Measure H can provide. LAHSA agrees that homelessness cannot be adequately addressed without the creation of additional housing, creation of additional Board and Care, and the subsidization of both.</p> <p>As referenced, the County of Los Angeles is already increasing its proportion of Measure H funds in support of the D7 strategy. However, LAHSA recommends that efforts to create additional housing, additional subsidy, and expansion of Board and Care is best researched in conjunction with partnering agencies that develop, manage, and fund permanent and affordable housing, such as HACLA, HCID, and LACDA, as well as the County Department of Health Services and Department of Mental Health, who have expertise in Enhanced Residential Care and Board and Care housing options.</p>
8.9 Employ additional resources to create greater access for unsheltered individuals in the City and County of Los Angeles to showers, and hygiene provisions.	<p>Agree. This recommendation has been implemented.</p> <p>LAHSA, in conjunction with funding partners from the City and County, has expanded hygiene and sanitation projects (such as mobile shower, mobile laundry, etc.) in recent years.</p>
8.10 Provide additional public toilets in the City and County of Los Angeles (the UN standard recommends 2000 toilets Countywide).	<p>Partially agree. Further analysis to determine implementation date will be completed by February 2021.</p> <p>LAHSA agrees that additional public restrooms are needed to meet the recommendations of the UN report. However, LAHSA disagrees that it is the responsibility of the homeless response delivery system to provide, supply, fund, and operate public restrooms. LAHSA recommends that this finding is best funded, implemented, and operated by City and County Public Works departments, as parts of general public infrastructure.</p>

	<p>LAHSA does not wish to speak towards implementation as this is not a strategy LAHSA is pursuing. LAHSA advises that City and County Public Works departments are best suited to analyze and report back on this strategy.</p>
8.11 Build USC Pods in vacant lots owned by the county and City of Los Angeles.	<p>Partially agree, though this recommendation will not be implemented by LAHSA.</p> <p>LAHSA finds the Pod Village concept to be a promising concept to explore. However, LAHSA advises that housing for homeless persons must be appropriate to accommodate persons with disabilities and disabling conditions, as well as support aging in place. Further, LAHSA advises that permanent housing for homeless persons must be designed in efforts to ensure fair and equitable housing opportunities, that homeless persons have access to the same quality and standards of housing as the general population. LAHSA advises that further research is required to ensure that Pods developed as permanent housing can meet the criteria referenced above.</p> <p>As referenced in the response above, LAHSA advises that this strategy requires further research to ensure that Pod housing developed as permanent housing for homeless persons can be created in such fashion that it is accessible according to ADA/ADAA standards, meets Fair Housing requirements, and the minimum life, health, and safety standards of City and County permitting and code enforcement entities.</p> <p>Partially agree, though this recommendation will not be implemented by LAHSA.</p> <p>LAHSA agrees that surplus property, as well as un-used and/or under-utilized parcels of land owned by City, County, and State present opportunities for expedited development, and as such are well suited for exploration as future permanent and affordable housing locations. However, LAHSA advises that, similarly to the Pod Village concept</p>
8.12 Build tiny homes in vacant lots owned by the County and City of Los Angeles.	

	<p>expressed above, that housing built for homeless persons must be designed to accommodate persons with disabilities as well as to accommodate aging in place. Further, that housing must meet Fair Housing requirements of being of equitable in quality and standards of housing for the general public.</p> <p>As referenced in the response above, LAHSA advises that this strategy requires further research to ensure that “tiny homes” developed as permanent housing for homeless persons can be created in such fashion that it is accessible according to ADA/ADAA standards, meets Fair Housing requirements, and the minimum life, health, and safety standards of City and County permitting and code enforcement entities.</p>
<p>Los Angeles Homeless Services Authority (LAHSA) – LA-HOP (Los Angeles Homeless Outreach Portal)</p> <p>Recommendations</p> <p>10.1 Update procedures by these organizations to use LA-HOP to report homelessness:</p> <ul style="list-style-type: none"> a. Los Angeles Police Department b. Los Angeles County Sheriff's Department c. Emergency Medical Services d. County Hospitals e. City and County Fire Departments f. Currently, these organizations use various alternate avenues to connect to homeless services. However, the desired outcome is to have all agencies report through the LA-HOP portal in order to maintain a consistent database. 	<p>Responses</p> <p>Partially disagree. This recommendation requires further analysis to be completed by February 2021.</p> <p>Thank you for flagging the importance of these critical stakeholders. LA-HOP is designed to connect vulnerable, unconnected people to the outreach system; it is not designed nor staffed to triage and connect all people experiencing homelessness to other parts of the system. We agree that strategic use of LA-HOP among other street-based entities is important, most notably law enforcement. This will require continuous education on the system and its strategic use, which we currently do but requires continued investment. We must highlight the term “strategic use” of LA-HOP as it is critical to ensure the volume of requests allows for prompt dispatch. This is because 1) outreach capacity is limited (see below) and 2) outreach teams are already proactively working assigned areas and people found in these zones. Regarding an enhanced partnership with EMS, there are potential HIPAA constraints that must be navigated to allow for these entities to make referrals. We look forward to continuing to explore with City and County Fire to allow for this.</p>

	<p>Regarding hospitals, they have access to a direct referral pipeline for shelter beds. Further, LAHSA has funded a number of hospital liaisons to support better triaging of homeless individuals to needed resources.</p> <p>It's important to note that due to COVID-19, outreach teams have shifted its work to efforts to protect people on the streets with wellness checks and testing. This has impacted the ability to respond to requests for outreach, with significant delays in some Service Planning Areas (SPA).</p> <p>Lastly, LAHSA created a helpful page to help connect people to various services, including other access points, safe parking, winter shelter, Veteran services, among many others. Please visit https://www.lahsa.org/get-help.</p>
<p>10.2 Increase exposure of LA-HOP to the general public by having LAHSA advertise via:</p> <ul style="list-style-type: none"> a. Newspapers b. County Agency Publications c. Los Angeles City Publications d. Libraries e. County Events f. Houses of Worship Events g. Community Service Organizations h. Radio and Television Broadcasts i. Social Media j. Public Service Announcements k. Billboards <p>To encourage maximum usage of LA-HOP, the Committee recommends that LAHSA initiate an incentive program with the above-listed organizations. These incentives can be</p>	<p>Will continue to discuss with EMS on use and HIPAA challenges.</p> <p>Disagree. This recommendation will not be implemented for the following reasons: 1) we do not believe more traffic to the site is helpful as increased volume could create important bandwidth issues for outreach teams. Instead, as mentioned above, it's important to instead focus on more strategic use of the system by key partners in specific cases; 2) the outreach system has significant coverage of the unsheltered population through its proactive provision of service as they are out in the field in their assigned areas in order to find and support tens of thousands of unsheltered individuals; and 3) Outreach teams know where encampments are, know the individuals who reside here, and are well-placed to provide services. LA-HOP is a helpful adjunct to identify people in need but is not a replacement for identifying and addressing needs via outreach teams' proactive work.</p>

organizational achievement awards and/or monetary rewards.	
10.3 In order to be easily identifiable to people in need, LAHSA outreach workers should have a distinctive uniform or vest.	Agree. This recommendation has been implemented. LAHSA Outreach teams have always worn very distinct uniforms and wear their LAHSA ID.

September 10, 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:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A
SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 78034 WITH
SENTINEL OFFENDER SERVICES, LLC TO PROVIDE CONTINUED
LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM SERVICES**

SUBJECT

This letter provides advance notification to the Board, in accordance with the Board Policy 5.100, that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement Number 78034 (Agreement) with Sentinel Offender Services, LLC (Sentinel) for continued electronic monitoring services (Services). The estimated annual cost of the proposed Amendment is \$200,000.

PURPOSE

The current Agreement expires on March 9, 2021. Extending the term of the Agreement for one year, with up to 12 additional months in any increment, at the County's discretion, will allow the Department to continue using electronic monitoring to manage cost and risk by releasing eligible offenders from custody and tracking their location. The Services allow the Department to open up bed space for high-risk inmates to remain in custody while also allowing the Department to complete its solicitation process for a successor contract.

BACKGROUND

On September 9, 2008, the Board instructed the Department and the County's Probation Department (Probation) to serve as correctional co-administrators of the County's electronic monitoring program services.

On February 3, 2009, the Board approved a modification to Agreement Number 76708 between Probation and Sentinel to allow the Department to access Sentinel's services. The Department utilized Agreement 76708 while developing its own solicitation and awaiting approval of the subject Agreement 78034.

On September 10, 2013, the Board approved Agreement Number 78034. The Agreement had an initial term of three years from September 10, 2013 through September 9, 2016, plus two additional one year option periods and one six-month option period. The Agreement expired on March 9, 2019.

On February 12, 2019, the Board approved Amendment Number Four to extend the Agreement for one year, from March 10, 2019 through March 9, 2020, plus an option term of up to 12 months.

On February 17, 2020, the Sheriff executed Amendment Number Five to exercise the final 12 month option term to extend the term from March 10, 2020 through March 9, 2021.

FISCAL IMPACT/FINANCING

The estimated annual cost of the proposed Amendment is \$200,000. The Department intends to utilize its available AB109 allocation to fund the proposed extension. While this is an AB109-related expense which will be included in the Department's AB109 quarterly claims, to the extent there are insufficient funds to cover all of the Department's AB109 expenses, including the cost of this Agreement, any excess costs will need to be absorbed by the Department's operating budget.

SOLE SOURCE JUSTIFICATION

The Los Angeles County Offender Monitoring System (LACOMS) is essential for the Department's Population Management Bureau to fulfill its public safety mission. LACOMS operates under a service-bureau delivery model thereby eliminating the need for contractor-delivered information technology infrastructure requiring maintenance and support services. Instead, Department users access LACOMS via dedicated Internet connection. Sentinel is the sole proprietor of LACOMS services, and Sentinel does not license, certify, or otherwise endorse any third party to provide maintenance or support services to its proprietary technology.

The number of inmates released with electronic monitoring has decreased over the past five years, in part due to the decrease in percentage of sentence time inmates are required to serve in the County jail system due to overcrowding. In 2019, 347 inmates were released from custody with electronic monitoring. The Department anticipates an increase in the number of inmates eligible for electronic monitoring in 2020 due to the renewal of the Memorandum of Agreement with the Department of Public Health, which will place a larger number of inmates into the Department's Community Transition Unit's alternatives to custody treatment programs.

The Department will complete a solicitation for a successor contract during the extension period.

The Chief Information Office has reviewed and concurs with the Department's approach to extend the current Agreement.

CONCLUSION

Pursuant to the Board policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Assistant Director David Culver, Fiscal Administration Bureau, at (213) 229-3260.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

TM:TL:VU:vu

(Fiscal Administration Bureau - Contracts Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
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Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Brendan J. Corbett, Chief, Custody Services Division (CSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio A. Mancilla, Commander, CSD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
Roel D. Garcia, Captain, Population Management Bureau (PMB)
Jim Cerda, Lieutenant, (PMB)
Dave Culver, Assistant Director, FAB
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, Contracts Unit
Erica M. Saavedra, Deputy, ASD
Veronica Urenda, Contract Analyst, Contracts Unit
(Contracts-Advance Notification – Sentinel Offender Services (LACOMS) 09-10-20)

SOLE SOURCE CHECKLIST

Department Name: _____

☐ 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 <i>“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.”</i>
	➤ 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

Date

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

- 1. What is being requested?** Los Angeles County Offender Monitoring System (LACOMS) services of Department designated offenders on an “as-needed” basis.
- 2. Why is the product needed – how will it be used?** Electronic monitoring is essential to Population Management Bureau’s role of fulfilling the Los Angeles County Sheriff’s Department public safety mission. A single-unit electronic offender monitoring device is attached to the ankle of a Participant for the purposes of tracking the whereabouts of such Participant at all times. Electronic monitoring device with (2) distinct levels of tracking. Global Positioning System (GPS) and Passive Radio Frequency (RF) Tethers capabilities.
- 3. Is the “brand” of product the only one that meets the user’s requirements? If yes, what is unique about the product?** Sentinel Offender Services utilizes Omni Link (Model OM400) electronic monitoring device under agreement 78034.
- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user’s requirements?** No.
- 5. Will purchase of this product avoid other costs, e.g. data conversion, etc? Or will it incur additional costs, e.g. training, conversion, etc?** No. The County is currently under an agreement with Sentinel Offender Services with a daily rate of \$ 3.69 per Participant based on a quantity of 1 – 499.
- 6. Is the product proprietary or is it available from various dealers? Have you verified this?** Los Angeles County Offender Monitoring System (LACOMS) is proprietary to Sentinel Offender Services under agreement 78034.

7. **Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector?** Yes. Under the current contract, the daily rate is based on the following number of Participants.

Quantity of 1 - 499

Quantity of 500 – 999

Quantity of 1000 or more

8. **What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?**

The County is currently contracted with Sentinel Offender Services for electronic monitoring. Sentinel Offender Services utilizes Omni Link (Model OM400) GPS with Cellular ankle monitors valued at \$ 1200 each. The current County agreement number is 78034.

DRAFT

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	9/9/2020	
BOARD MEETING	N/A	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Advance notification of intent to enter into negotiations for a sole source amendment to extend Agreement number 78034 with Sentinel Offender Services, LLC to provide continued Los Angeles County Offender Monitoring System Services	
PROGRAM	Los Angeles County Offender Monitoring System	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Sentinel is the sole proprietor of maintenance and support services for the Los Angeles County Offender Monitoring System	
DEADLINES/ TIME CONSTRAINTS	The current contract expires March 9, 2021	
COST & FUNDING	Total cost: \$200,000 per year	Funding source: Population Management Bureau AB109 Fund and Department's operating budget
	TERMS (if applicable): One year with up to 12 additional months in any increment.	
	Explanation: Cost will be funded through the AB109 Fund. Department will absorb excess costs if AB109 allocation is insufficient.	
PURPOSE OF REQUEST	The continuation of the services will allow the Department to continue to use electronic monitoring to manage cost and risk by releasing eligible offenders from custody and tracking their location. The proposed Amendment will also allow the Department to complete its solicitation process for a successor contract.	
BACKGROUND (include internal/external issues that may exist)	The Board approved contract #78034 on September 10, 2013. The contract had an initial term of three years, plus two additional one-year option periods and one six-month option period. On February 12, 2019 the Board executed Amendment #4 to extend the contract through March 9, 2021.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Lt. Cerda, (213) 893-5885, jcerda@lasd.org	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



RAY LEYVA

Interim Chief Probation Officer

September 29, 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:

**AUTHORIZE THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LONG
BEACH TO PROVIDE PROBATION SERVICES AT THE LONG BEACH MULTI-
SERVICE CENTER**

(4TH SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

This is to request that your Board authorize the Interim Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with the City of Long Beach to provide probation services at the Long Beach Multi-Service Center (MSC).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Interim Chief Probation Officer to execute and enter into the attached non-financial MOU (Attachment) with the City of Long Beach to provide probation services to people experiencing homelessness at the Long Beach MSC.
2. Delegate authority to the Interim Chief Probation Officer to execute, amend, modify, terminate, and/or extend this MOU, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer to enter into a non-financial MOU with the City of Long Beach for the provision of probation services to people experiencing homelessness at the Long Beach MSC. The Long Beach MSC, operated by the Department of Health and Human Services, serves

as the primary point of entry for homeless services citywide. It's a unique facility which collocates social service agencies in order to provide integrated, centralized assessment and comprehensive services for at-risk and homeless individuals and families in one location. On site services include shower facilities, mail, street outreach, prevention services, case management, life skills training, employment assistance, financial literacy classes, housing placement, health care services, HIV/AIDS services, substance abuse and mental health treatment referrals, Veteran services, linkage to mainstream benefits and referrals to community resources. The Long Beach MSC mission is to provide comprehensive supportive services to promote progress towards permanent housing, self-sufficiency, by creating a community where health, safety, and well-being are established.

As a response to the current COVID-19 crisis and the early release of inmates from local jails, the City of Long Beach has requested to partner with the Probation Department (Probation) to provide more intensive/targeted services to those released from county jails in an effort to address homelessness. The partnership will include a co-location of a Deputy Probation Officer (DPO) to serve as Probation's liaison for service delivery.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The non-financial MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will allow Probation to collaborate with the City of Long Beach in the provision of services to people experiencing homelessness in the City of Long Beach. The Long Beach MSC currently houses Department of Mental Health, Department of Public Social Services and other service providers. The addition of Probation services will strengthen the collaborative effort to reduce homelessness in the City of Long Beach and surrounding areas

The Honorable Board of Supervisors
September 29, 2020
Page 3

Respectfully submitted,

Ray Leyva
Interim Chief Probation Officer

RL:TH:JK:sb

Enclosure

c: Executive Officer
 County Counsel
 Chief Executive Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
CITY OF LONG BEACH
FOR SERVICES TO PEOPLE EXPERIENCING HOMELESSNESS
AT THE LONG BEACH MULTI-SERVICE CENTER**

This Memorandum of Understanding (MOU) is made on _____ day of _____, 2020 between County of Los Angeles Probation Department, hereinafter referred to as "County" and City of Long Beach, hereinafter referred to as the "City", both of whom are collectively referred to as the "Parties" .

WITNESSETH:

WHEREAS, City desires to provide probation services to people experiencing homelessness as a result of being released from County Jail due to COVID-19 concerns and as a part of the City of Long Beach Homeless Services Continuum of Care; and

WHEREAS, County has statutory authority pursuant to Section 1203.14 of the Penal Code and Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area; and

WHEREAS, County desires to participate in a joint effort with the City by providing probation services at the Long Beach Multi-Service Center; and

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the Parties mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide within the City, the services of a part-time Deputy Probation Officer (DPO) mutually agreed upon by both Parties. This DPO will provide probation services at the Long Beach Multi-Service Center not to exceed twenty (20) hours per week for City which includes referrals for supportive services and linkage to DPO of record. Probation services shall be provided by County through this Agreement and shall be consistent with the laws of the State of California and the guidelines of the City.

II. TERM

The term of this MOU shall commence upon execution date and shall continue for one year, with the option to renew annually for up to three years. Any additional renewals will be subject to approval by the County and City.

This MOU may be terminated at any time, without cost, by either party upon thirty (30) days prior written notice to the respective party.

III. STATEMENT OF WORK

1. County shall provide one (1) part-time DPO not to exceed twenty (20) hours per week, who will provide probation services, linkage to DPO of Record and referrals for supportive services to probationers who are within the community of Long Beach at the Long Beach Multi-Service Center. Delivery of these services are to conform to the standards established by Probation Adult Coordinated Optimal Rehabilitation Efforts (CORE). These probationers will be mutually agreed upon by the County Director or his designee.
2. In addition to the duties associated with linkage to the DPO of record, the assigned DPO will make referrals for support services for probationers in crisis.
3. City shall provide office space, access to a shared telephone, meeting space, parking, City guest WiFi, and a printer within its boundaries for use by the assigned DPO.

IV. FUNDING

This is a non-financial MOU.

V. CONFIDENTIALITY

County and City shall maintain the confidentiality of all records and information relating to participants under this MOU. This shall be in accordance with the statutory provisions identified in this MOU, as well as all other applicable Federal, State, and County laws, ordinances, regulations, and directives relating to confidentiality. County and City shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this MOU.

In no case, shall records or information pertaining to participants be disclosed to any person, except designated County employees, without the written permission of a County Director or authorized representative.

VI. INDEMNIFICATION

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

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

VII. INDEPENDENT CONTRACTOR

This Agreement is by and between County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and City. The County's relationship to the City in the performance of this Agreement is that of an independent contractor. The County's personnel performing services under this Agreement shall at all-time be under the County's exclusive direction and control and shall be employees of the County and not employees of the City.

VIII. AMENDMENTS

This MOU may only be amended by written mutual consent of both Parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the Parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written Amendment that is properly executed by all Parties.

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IN WITNESS, WHEREOF, the County of Los Angeles and the City have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of the City for the warrants that he or she is authorized to bind the City, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

CITY OF LONG BEACH
a municipal corporation

By _____
Ray Leyva
Interim Chief Probation Officer

By _____
City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary Wickham
County Counsel

By _____
Charles Parkin, City Attorney

By Jason C. Carnevale
Jason C. Carnevale
Deputy County Counsel

Date

Date



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 257-2929

September 29, 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:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER
INTO A THREE-YEAR AGREEMENT WITH THE CALIFORNIA VICTIM
COMPENSATION BOARD (CalVCB) TO ADMINISTER THE VICTIMS OF
CRIME REVOLVING FUND FOR THE CLAIMS VERIFICATION PROGRAM
FOR FISCAL YEARS 2020-21, 2021-22, AND 2022-23
ALL DISTRICTS (3 VOTES)**

SUBJECT

The District Attorney is requesting authority to enter into an agreement with the California Victim Compensation Board (CalVCB) and continue the administration of the revolving fund for the Victims of Crime Program of the Claims Verification Program for the period of July 1, 2020 through June 30, 2023. This program pays for costs including the funeral/burial expenses for families of victims of crime, and relocation costs for victims of domestic violence and/or sexual assault.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and affix a wet signature to the attached Resolution authorizing the Los Angeles County District Attorney to enter into an agreement with CalVCB to continue the administration of the revolving fund for the Victims of Crime Program during the period of July 1, 2020 to June 30, 2023. Under this Agreement, the County will pay on behalf of the State, funeral/burial expenses for families of victims of crime and pay relocation costs for victims of domestic violence and/or sexual assault.
2. Authorize the District Attorney or her designee, on behalf of the County of Los Angeles, to serve as Project Director for the CalVCB Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CalVCB Agreement is to allow the District Attorney's Office (DA) to provide assistance to victims of crime by eliminating the need to wait for reimbursement from CalVCB, and by facilitating the payment of emergency relocation costs of victims of domestic violence and/or sexual assault. The CalVCB not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The CalVCB Agreement requires Board adoption of the enclosed Resolution to accept funding. This has been approved as to form by County Counsel.

IMPLEMENTATION OF STRATEGIC PLAN GOAL

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time; and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

A revolving fund of \$200,000 is continuously replenished by the CalVCB as costs are incurred for the Victims of Crime Program. Funding has been included in the DA's Adopted budget for FY 2020-21. There is no Net County Cost associated with this Agreement.

In light of the State budget situation, if funding for this program were to be terminated, the \$200,000 revolving fund advance would be returned to the State of California. The reimbursement to, or on behalf of, victims of crime would therefore be discontinued.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the DA as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the State for un-reimbursed financial losses, incurred by victims of crime, for the past thirty (30) years.

In FY 2018-19, Los Angeles County/City CalVCB Claims Verification Units received 11,210 victim compensation claims and paid \$16,204,328.40 to victims and their families. Of that amount, payments on relocation and funeral/burial claims totaled \$5,291,332.70.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This program does not propose attorney staff augmentation. Therefore, the DA is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

CONCLUSION:

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter, and six (6) copies of the approved Resolution with a wet signature, to Talin Keledjian, Grants and Contracts Section, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Keledjian at (213) 257-2804 or via email at tkeledjian@da.lacounty.gov.

Respectfully submitted,

JACKIE LACEY
District Attorney

tk

Enclosures

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

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	September 29, 2020
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

*** **ENTRY MUST BE IN MICROSOFT WORD** ***

Instructions:

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Adopt the Resolution authorizing the Los Angeles County District Attorney (DA) to enter into an agreement with California Victim Compensation Board (CalVCB) to continue the administration of the revolving fund for the Victims of Crime Program for the period of July 1, 2020 to June 30, 2023, and authorize the District Attorney or her designee, on behalf of the County of Los Angeles, to serve as Project Director for the CalVCB Agreement.

Under this Agreement, the County will pay, on behalf of the State, funeral/burial expenses for families of victims of crime and pay relocation costs for victims of domestic violence and/or sexual assault. **ADOPT (District Attorney) 3-VOTES**

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: **District Attorney**

Grant Project Title and Description: REVOLVING FUND - VICTIMS OF CRIME

On behalf of the State, LADA's Bureau of Victim Services' Claims Verification Unit (CVU) processes emergency compensation claims that are filed by victims/claimants in Los Angeles County. The CVU is authorized to verify and pay out emergency funeral/burial claims for surviving families of criminal homicide victims and relocation expenses for victims of domestic violence, sexual assault, molestation, and gang violence. This arrangement expedites reimbursement to crime victims and enables the County to receive timely payment for emergency services rendered to the victims, including assistance with expedited funeral/burial service needs and relocation costs for victim safety.

Funding Agency California Victim Compensation Board (CalVCB)	Program (Fed. Grant # /State Bill or Code #) Penal Code Section 13835.2	Grant Acceptance Deadline N/A
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Total Amount of Grant Funding: Revolving Fund		County Match:	
Grant Period:	Begin Date: July 1, 2020	End Date: June 30, 2023	
Number of Personnel Hired Under This Grant: 33		Full Time: 30	Part Time: 3
<u>Obligations Imposed on the County When the Grant Expires</u>			
Will all personnel hired for this program be informed this is a grant-funded program?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Will all personnel hired for this program be placed on temporary ("N") items?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the County obligated to continue this program after the grant expires?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a) Absorb the program cost without reducing other services		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
b) Identify other revenue sources		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(Describe) _____			
c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Impact of additional personnel on existing space: None.			

Department Head Signature



Date

8/25/2020

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**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

RESOLUTION

Accept Victims of Crime Revolving Fund
Agreement with the State of California,
California Victim Compensation Board

WHEREAS, the County of Los Angeles is charged with providing vital services in the area of courts, law enforcement, and adult and juvenile justice to a population in excess of ten million persons; and

WHEREAS, the County of Los Angeles Office of the District Attorney (DA) is authorized, pursuant to Government Code Section 26500.5, to enter into an Agreement for the receipt of Federal and/or State reimbursement from the California Victim Compensation Board (CalVCB) for the nature of services contemplated herein; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, pursuant to Penal Code Section 13835.2, has designated the DA, through its Victim-Witness Assistance Program, as the major provider of comprehensive services to victims and witnesses of crime; and

WHEREAS, the CalVCB has been authorized to reimburse verified funeral/burial claims and domestic violence relocation expenses; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires continued participation in programs for the verification of victim claims and payment of funeral/burial and domestic violence relocation expenses within its program area, for the three-year period commencing July 1, 2020 and ending June 30, 2023, and has the capability of providing such services through the DA's Claims Verification Unit; and

WHEREAS, the CalVCB has allocated funds for County FY 2020-21, 2021-22, and 2022-23 for the DA's Claims Verification Unit for these specific tasks;

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles approves the submission for and acceptance of continued funding for County FY 2020-21, 2021-22, and 2022-23, upon approval of both the State and County, by the State of California, California Victim Compensation Board for the above-referenced program;

BE IT FURTHER RESOLVED that the State funds received hereunder shall not be used to supplant local funds controlled by this body;

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the District Attorney, or her designee, to serve as Project Director for said program and to execute on behalf of Los Angeles County the Standard Agreement, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, progress reports and payment requests to the Agreement;

I DO HEREBY CERTIFY that at a regular meeting on the Board of Supervisors of the County of Los Angeles on the _____ day of _____, 2020, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the Board of Supervisors of the County of Los Angeles this _____ day of _____,
2020.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

1 APPROVED AS TO FORM BY
2 COUNTY COUNSEL:

3 MARY C. WICKHAM

4
5 By



6 Elizabeth Pennington
7 Deputy County Counsel

CELIA ZAVALA
Executive Officer – Clerk of the
Board of Supervisors of the
County of Los Angeles

By

Deputy

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

S20-012

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTOR NAME

County of Los Angeles

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	1
+ Exhibit D	Special Terms and Conditions	5
+ Attachment I	Revolving Fund Procedures	4
+ Attachment II	Contractor's Description of Revolving Fund Procedures	5
+ Attachment III	Information Security Policy	6
+ Attachment IV	Information System Security and Confidentiality Acknowledgment	2
+ Attachment V	Fraud Policy	3
+ Attachment VI	Privacy Policy	4
+ Attachment VII	Imaged Document and Confidential Destruct Policy	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

CONTRACTOR BUSINESS ADDRESS

211 West Temple Street, Suite 1200

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Jackie Lacey

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5-28-2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

S20-012

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTING AGENCY ADDRESS

400 R Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Jeannine Fenton

TITLE

Deputy Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 section 4.04 A. 2

Exhibit A
SCOPE OF WORK

1. This Agreement is entered into by the California Victim Compensation Board (CalVCB), an agent of the State of California, and the County of Los Angeles (Contractor). The purpose of this Agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.

a. Contractor shall pay emergency expenses pursuant to Government Code section 13952.5, subdivision (c)(3) in the categories listed below according to the Revolving Fund Procedures, Attachment I.

- i. Payment of verified funeral/burial expenses;
- ii. Payment of verified relocation expenses;
- iii. Payment of verified crime scene clean-up expenses; and
- iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section (CLASS) Manager.

b. The Contractor shall pay emergency expenses using its revolving fund for applications and bills related to crimes that occurred in the following county: Los Angeles.

Emergency expenses will be paid in additional counties as directed by the CLASS Manager or designee.

c. For emergency awards, the Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the California Victim Compensation Board Policy and Procedure Manual (WikiManual), available to Contractor staff with access to the Compensation and Restitution System (Cares2), the CalVCB automated claims management system. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use CalVCB claims management system to issue a payment to replenish the revolving fund in accordance to the process set out in the Revolving Fund Procedures, Attachment I and any other subsequent procedures required by CalVCB. The Contractor shall not implement additional stipulations against this Agreement which hinders the claimant from receiving funds when an immediate need for payment of an expense has been verified.

d. The Contractor shall also ensure staff who authorize emergency payments are different from staff who issue the emergency payments and adhere to proper separation of duties and internal controls.

The Contractor shall ensure that the staff persons assigned to functions under this Agreement do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this Agreement do not collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain CalVCB's prior written permission if staff persons assigned to functions under this Agreement will perform any other County functions.

Exhibit A
SCOPE OF WORK

- e. The Contractor shall establish and enforce procedures to ensure that funds paid under this Agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or for qualified commodities paid under this Agreement.

CalVCB and the Contractor shall comply with all applicable State and Federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. § 6041), CalVCB shall issue the Contractor a Miscellaneous Income (Form 1099-MISC) at the end of the calendar year stating the amount that the Contractor received as payee from CalVCB that calendar year. The Contractor shall be responsible for issuing a Form 1099- MISC to each provider paid through the use of Revolving Funds, in accordance with Federal requirements no later than January 31st, of the following year. In accordance with CalVCB procedures, the Contractor shall submit a Request for Taxpayer Identification Number and Certification (Form W-9) or a Payee Data Record (Std. 204) to CalVCB for all providers to be paid through the CalVCB claims management database.

- f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the account.
- g. The Contractor shall make a reasonable attempt to collect any overpayments made from its revolving fund according to the Revolving Fund Procedures, Attachment I.
- h. The Contractor shall use all forms and processes required by CalVCB as stated in the Revolving Fund Procedures, Attachment I.
- i. The Contractor shall only use information collected under this Agreement for the purpose of verifying and adjudicating claims.
- j. The Contractor will use the Cares2, the CalVCB automated claims management system, to perform the work under this Agreement. The Contractor shall ensure that all staff performing duties under this Agreement comply with CalVCB statutes, regulations, guidelines, procedures and processes.
- k. The Contractor shall maintain the highest customer service standards and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services. Should CalVCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB.

Exhibit A
SCOPE OF WORK

- I. Upon execution of this Agreement, the Contractor shall submit Contractor's Description of Revolving Fund Procedures, Attachment II, a written description of the procedures for operating the revolving fund. The description shall include a list of all personnel authorized to request a disbursement from the revolving fund and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the revolving fund is operated, the timeframe for the issuance of any payment from the fund, the time frame for any payment to be considered void if not presented for payment and copies of any forms that are used in the distribution of the funds. If any changes are made to the Contractor's Description of Revolving Fund Procedures, Attachment II, the Contractor shall notify CalVCB prior to the changes taking effect.
2. The term of this agreement shall be July 1, 2020 through June 30, 2023.

The services shall be performed at:

County of	Los Angeles
Office	Victim Witness Center
Address	3204 North Rosemead Blvd, Suite 200 El Monte, CA 91731

3. The services shall be provided during regular business hours, Monday through Friday, except holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager in advance for any temporary changes in schedule or operating hours. The CLASS Manager shall approve all requests for overtime in advance.
4. The project representatives during the term of this agreement will be:

State Agency: California Victim Compensation Board	Contractor: County of Los Angeles
Name: Dionne C. Bell-Rucker, County Liaison and Support Section	Name: Michele Daniels Program Director
Phone: (916) 491-3512	Phone: (626) 927-2504
Fax: (916) 491-6435	Fax: (626) 569-9541
Email: Dionne.Bell-Rucker@victims.ca.gov	Email: mdaniels@da.lacounty.gov

Exhibit A
SCOPE OF WORK

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor: County of Los Angeles
Section/Unit: Business Services Branch	Section/Unit: Grants Section
Attention: Ernesto Martinez	Attention: Nika Thu
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 211 W. Temple Street, Suite 200 Los Angeles, CA 90012
Phone: (916) 491-3877	Phone: (213) 257-2802
Fax: (916) 491-6413	Fax: (213) 633-9014
Email: Ernesto.Martinez@victims.ca.gov	Email: Nthu@da.lacounty.gov

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

To establish a revolving fund account, CalVCB advanced the Contractor a total of \$200,000.00, which consists of \$100,000.00 in fiscal year 1999/2000 and \$100,000.00 in fiscal year 2000/2001, as authorized by Government Code section 6504 to pay qualifying claims identified in Exhibit A.

2. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalVCB shall have the option to either terminate this Agreement with no liability to CalVCB or offer an amendment of this Agreement to the Contractor to reflect the reduced amount.

3. REPORTING REVOLVING FUND USE

- a. In order to perform an accurate reconciliation of the revolving fund, CalVCB requires that each month the Contractor shall submit a written accounting of the disbursements and reimbursements made to the Contractor's revolving fund account.

Required documentation shall be submitted to the CLASS designee and CalVCB Accounting Manager, by the tenth (10th) day of each month.

- b. Required documentation shall include:

1. Revolving Fund Disbursement Log

- i. The spreadsheet for the Revolving Fund Disbursement Log shall be provided by CalVCB.

2. Bank Statements or General Ledger report

- i. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
- ii. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
- iii. Credit information should also include deposit information that states what claim payments are being deposited by application identification number and

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

a copy of the corresponding warrant from the State Controller's Office (SCO).

3. Summary of any discrepancies e.g. voided transactions, errors in posting, overpayments etc.
- c. According to the process set out in the Revolving Fund Procedures, Attachment I, the Contractor shall submit a report within (30) days after the end of the fiscal year that details all transactions in the revolving fund, including but not limited to the following information: beginning and ending balance of the fund, the number of applications, number of bills, total amount disbursed from the revolving fund, total number of bills by service type (e.g., funeral/burial, relocation expense, etc.), total amount paid by service type, and percentage disbursed based on service type.

Exhibit C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions will be included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>

Exhibit D
SPECIAL TERMS AND CONDITIONS

1. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for CalVCB shall not:

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to: providing services that could be compensated under the CalVCB program.
- c. Use information obtained while doing work under this Agreement for personal gain or the advantage of another person.
- d. Disclose any confidential information except as required by law or authorized by CalVCB. Confidential information includes, but is not limited to, information about applicants, applications and documents associated with applications.
- e. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- g. Take any action with regard to a CalVCB claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve him or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this Agreement and is done in an appropriate manner.

In accordance with all applicable laws, all contracted staff are required to comply with the State's efforts to maintain a drug free working environment. CalVCB has a vital interest in maintaining safe, healthy, and efficient working conditions. Contracted staff's ability to perform duties safely and effectively can be impaired by use of illegal drugs, alcohol, legally prescribed medications or a combined use of these substances. Substance abuse poses serious safety and health risks not only to contracted staff, but to fellow workers and others with whom the contracted staff has contact.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned

Exhibit D
SPECIAL TERMS AND CONDITIONS

staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the Agreement. Any questions should be directed to CalVCB's Legal Office at (916) 491-3605.

2. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to CalVCB, and its representatives, for purposes of inspection, audit and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this Agreement. The records shall be available for inspection and review during regular business hours throughout the term of this Agreement, and for a period of three (3) years after the expiration of the term of this agreement.

3. RETURN OF REVOLVING FUNDS

The CalVCB reserves the right to request, upon thirty (30) days written notification, the return of all revolving fund monies to be deposited into CalVCB Restitution Fund.

4. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personal identifiable information shall be held in the strictest confidence and shall not be disclosed except as required by law or specifically authorized by CalVCB in accordance to the CalVCB Information Security Policy, Attachment III.

CalVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the CalVCB. The Contractor shall complete and submit a signed Information Systems Security and Confidentiality Acknowledgment, Attachment IV, to:

California Victim Compensation Board
Attn: Ernesto Martinez,
Business Services Branch

Exhibit D
SPECIAL TERMS AND CONDITIONS

400 "R" Street, Suite 400
Sacramento, CA 95811

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties described in this Agreement, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.

The Contractor shall annually submit to CalVCB the Information Systems Security and Confidentiality Acknowledgment, Attachment IV, signed by each staff member performing services under this Agreement, whose salary or a portion thereof is paid through this Agreement, or who supervises staff members performing services under this Agreement. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff and annually each year by mail, email or fax. Access to the CalVCB claims management system will be granted upon receipt of the signed confidentiality statement.

To mail requests and correspondence related to this section of the Agreement, send to: The County Liaison and Support Section (CLASS), California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

5. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for CalVCB records must be personally served to CalVCB located at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the CalVCB Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide CalVCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

6. COMPLIANCE WITH CALVCB POLICIES

The Contractor shall ensure that all staff assigned to work related to this contract review and comply with the requirement of CalVCB policies, including CalVCB's Fraud Policy, Attachment V, Information Systems Security and Confidentiality Acknowledgement, Attachment IV, and Privacy Policy, Attachment VI. CLASS will provide copies of the policies to the Contractor annually to be signed and returned to CLASS within 30 days of receipt.

Exhibit D
SPECIAL TERMS AND CONDITIONS

7. RETENTION OF RECORDS

a. Application Records

The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System (Cares2), the CalVCB automated claims management system for one year from the date the document is received. After one year, the Contractor shall contact CLASS to make arrangements for the documents to be destroyed consistent with the Imaged Document and Confidential Destruct Policy, Attachment VII.

b. Administration and Fiscal Records

The Contractor shall retain any other records relating to the operation of this Agreement, including, but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created.

All electronically retained documents shall have the same legal effect as an original paper document.

The Contractor shall not destroy any files or records without written authorization from CalVCB.

8. SECURITY AND PRIVACY COMPLIANCE

The Contracted staff assigned to perform services for CalVCB must adhere to the following provisions.

Staff shall not:

- a. Attempt to access the Cares2 application from any location other than their assigned work location, this includes restrictions on working remotely unless written authorization is obtained from the CLASS Manager.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen.
- e. Leave documents with personal identifiable information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Disclose any PII information to unauthorized users.
- g. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must

Exhibit D
SPECIAL TERMS AND CONDITIONS

send email containing PII information.

- h. Visit untrusted websites or open any attachments or links from untrusted email.
- i. Uninstall or disable anti-virus software and automatic updates.
- j. Install any unauthorized or unlicensed software.
- k. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.

Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's information Security Office, the CLASS Manager and the Contractor's CLASS liaison.

9. TERMINATION FOR CONVENIENCE

CalVCB or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In such an event, the Contractor shall return all Revolving Fund monies to be deposited into the CalVCB Restitution Fund and will be compensated for actual costs incurred in accordance with the terms of the Agreement up to the date of termination. Invoicing of the abovementioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

10. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this Agreement. Contractor agrees to pay Contractor staff in accordance with federal and state labor laws

ATTACHMENT I

REVOLVING FUND PROCEDURES

1. Document Substantial Financial Hardship and Immediate Need

- a. The Revolving Fund may be used to pay urgent or unexpected expenses that are allowed by CalVCB statutes, regulations and policies. Typically, these expenses are considered through the Emergency Award (EA) process. Emergency awards can only be allowed in cases where there would be substantial financial hardship if an award were not paid right away and/or where there is an immediate need for payment to the claimant or the provider on behalf of the claimant.
- b. Substantial financial hardship means that without the emergency award the claimant cannot provide for the necessities of life including, but not limited to:
 - i. Shelter
 - ii. Food
 - iii. Medical care or
 - iv. Personal safety
- c. The inability to pay for funeral and burial expenses or crime scene clean up expenses without the emergency award can constitute substantial financial hardship.
- d. The amount awarded depends on the claimant's immediate need. Pay just those compensable expenses that, if not paid immediately, would cause a substantial financial hardship.

2. Contact the Provider

- a. Payments from the Revolving Fund should be verified:
 - i. To be a substantial financial hardship to the claimant,
 - ii. To be an immediate need and
 - iii. That the provider will not provide services unless payment is received immediately.
- b. Prior to making payments to a provider of service on behalf of the claimant, local county staff will contact the provider by phone to assess whether they are willing to wait for payment through the regular claims process.
- c. Document the conversation in Cares2, specifying whether or not the provider is willing to wait for payment.

3. Assess eligibility

- a. Prior to making a payment from the Revolving Fund review the application and associated documents (per instructions in the CalVCP online manual)

to make a preliminary assessment regarding the eligibility of the application.

- b. Whenever possible determine eligibility of the application prior to issuing the Revolving Fund payment, however, if circumstances do not allow for a complete eligibility assessment, follow the instructions found in the CalVCP online manual for making an emergency award.
- c. Do not issue a Revolving Fund payment in a case where issues that may bar eligibility are clearly evident. Consult the County Liaison and Support Section if assistance is needed in reviewing eligibility issues.

4. Issuing and Documenting the Revolving Fund Payment

- a. Prior to issuing a Revolving Fund payment, all reimbursement sources must be reviewed. If necessary contact the Revenue and Recovery Branch for authorization to pay the bill prior to issuance. Per instructions in the manual, document interactions with RRB in Cares2. Escalate emergency claims by contacting your County Liaison and Support Section (CLASS) analyst for assistance.
- b. Confirm who needs to be paid (claimant or provider on behalf of the claimant). If needed, obtain a W-9 form from the provider, which includes either the provider's Federal Tax Identification Number (FIN) or Social Security Number (SSN). This information is used to issue a future Form 1099.
- c. Payment authorization documents must be scanned into CaRES for every Revolving Fund transaction. The format of the authorization documents may differ from county to county but must contain at a minimum:
 - i. CalVCB Application Number
 - ii. Date of request
 - iii. Nature of request (including amount and payee)
 - iv. Evidence of substantial financial hardship or immediate need
 - v. Status of application
 - vi. Signature of claims specialist making the request
 - vii. Signature of Victim Assistance Center Director or authorized designee approving request.
 - viii. Signature of person issuing the check.
 - ix. The person making the request, the person approving the request and the person issuing the check must be three different people.
- d. Staff must enter a note into the Cares2 application summary for each Revolving Fund transaction. The note must be written according to the following format:

REVOLVING FUND PAYMENT: Payment in the amount of [amount] to [payee] has been issued from the Revolving Fund on date [date]. The Revolving Fund was used because [document reason including substantial financial hardship/immediate need and the provider's unwillingness to wait for payment through CaRES, if applicable]. Copies of Revolving Fund authorization

documents *[authorization form and a copy of the check if available]* scanned into CaRES *[date]*.

5. Reimbursing the Revolving Fund

- a. The JP office should reimburse the Revolving Fund within 20 days of the time the Revolving Fund check was issued in order to keep funds flowing back into the Revolving Fund.
- b. Reimbursement to the Revolving Fund must also be documented in the application summary with a note in the following format:

REVOLVING FUND REIMBURSEMENT Bill ID no. BXX-XXXXX:
This payment of *[amount]* to the *[County Emergency Fund]* is reimbursement for the Revolving Fund payment made in the amount of *[amount]* to *[payee]* on *[date]*.

6. Revolving Fund Disbursement Log

- a. Use the Revolving Fund Disbursement Log provided by CalVCB to document all outgoing and incoming Revolving Fund transactions. The log shall include, but is not limited to, the following information:
 - The date of the transaction
 - Application and bill identification numbers
 - Claimant's initials
 - Payee name and federal tax identification number,
 - The county warrant number disbursed
 - The State warrant number used to reimburse the fund
 - Paid amount
- b. The disbursement log must reflect an accurate beginning balance from July 1, 2020, and should be cumulative for the year. Outstanding items from the prior fiscal year may be included on the July 2020 log in order to provide an accurate reconciliation.

7. Bank Statements or General Ledger report

- a. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
- b. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
- c. Credit information should also include deposit information that states what claim payments are being deposited by application identification number. Also a copy of the corresponding check from the State Controller's Office (SCO).
- d. Summary of any discrepancies e.g. voided transactions, errors in posting, etc. Assign one person in the county office to maintain the Revolving Fund

Disbursement Log to ensure that all required information is documented properly and reimbursements are requested promptly.

8. Submission of the Revolving Fund Log and Bank Statement or General Ledger Report

- a. The Revolving Fund Log and bank statement or general ledger must be submitted by the 10th day of the month following the reporting month. The disbursement log must be submitted to

CalVCB Accounting Division		<u>AccountingMailbox@victims.ca.gov</u>
CLASS Manager	Dionne Bell-Rucker	<u>Dionne.bell-rucker@victims.ca.gov</u>
CLASS Liaison	Johnny Wong	<u>johnny.wong@victims.ca.gov</u>

9. Overpayments

- a. If an overpayment is identified as a result of an error the Contractor made when issuing the Revolving Fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.
- i. The Contractor shall report any overpayments or suspected overpayments to County Liaison and Support Section (CLASS) at CalVCB as soon as the overpayments are identified.
- ii. The Contractor shall follow overpayment procedures established for processing overpayment. If the Contractor has made a reasonable attempt to recover the overpayment but the overpayment was not recovered, then CalVCB will pursue collection of the overpayment from the overpaid party. For a detailed description of overpayment procedures refer to the CalVCB manual.

ATTACHMENT II

CONTRACTOR'S DESCRIPTION OF REVOLVING FUND PROCEDURES

County Name:	Prepared by:
Los Angeles	Michael Au-Yeung
Original Revolving Fund Contract Award:	Contract Number:
\$200,000.00	S20-012
Date:	Phone:
04/14/2020	(213) 257-2832

The contractor shall submit a written description of the procedures for operating the Revolving Fund (Attachment II to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated, the timeframe for any warrant to be considered void if not presented for payment and copies of any forms that are used in the distribution of funds.

Feel free to attach additional pages or documentation.

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF ADMINISTRATIVE SERVICES

SUBJECT:
FUNERAL AND BURIAL SERVICES – REVOLVING FUND CHECKING ACCOUNT

1.0 PURPOSE

This memorandum outlines the procedures to be followed in order to pay verified funeral and burial expenses pending approval by the State Board of Control when a provider of funeral or burial services is unwilling to wait for reimbursement through the state claims payment process.

Reference: Agreement No. BOC-8123 between the State Board of Control and the County of Los Angeles on 6/29/1999 authorized by Government Code Sections 13962(d) and 13961.2), County Fiscal Manual, Sections 1.1, 1.2, & 4.4

2.0 POLICY

The District Attorney's Office received \$200,000 from the State Board of Control to establish a checking account for the payment of claims to providers of funeral and burial services.

3.0 PROCEDURES

Victim Service Representative:

- 3.1 To expedite the process of funeral/burial payment, the Victim Service Representative (VSR) may fax the completed package of "Eligibility and Payment Notification" form (See attachment I) to the Claims Unit for pre-authorization and submission to the Checking Account Custodian for payment. If the package is faxed to the Claims Unit in advance, it must be completed and obtained an original signature from the Program Director or Assistant Program Administrator prior to being forwarded to the Checking Account Custodian. If a copy is faxed, the original package must also be sent by the VSR to the Claims Unit and matched to the faxed copy.

Checking Account Custodian:

- 3.2 A check is written by the custodian after verifying that forms are properly completed and include authorized signatures. All requests must include either the

Program Director's or the designated Assistant Program Director's signature. The check number, date, amount and name of the check writer are entered in the "Accounting Use Only" portion of the "Eligibility and Payment Notification" form for each provider requested.

All forms must be stamped "PAID" by the Checking Account Custodian.

The check register is updated with the check amount, date, payee and current balance at the time the check is written.

The checks, plus all signed documentation, are hand delivered to the check signer for signature.

Blank checks must be stored in a secured (locked) area with access restricted to authorized individuals. All checks are serially pre-numbered and a check register is used to record each check written. Checks are prepared so that alterations cannot be made (e.g. prepared in ink). Partially mutilated and voided checks are protected from unauthorized use and are submitted to the Accounting Section of the Bureau of Management and Budget for filing. At least monthly, all used and unused checks are accounted for. Replacement checks are never issued prior to confirmation of an effective stop payment or credit for the original check.

Check Signer:

- 3.3 He/she must verify that forms are properly completed by both the Checking Account Custodian and the Victim Witness Assistant Representative and include authorized signatures as noted in 3.2 above.

Checks may only be signed by individuals on file with the Accounting Section of the Bureau of Management and Budget. Authorized check signers are limited in number and are independent of the handling of incoming cash, accounting records and revolving fund custodianship. The signing of blank checks, partially prepared checks and checks made payable to cash are prohibited.

A staff member from Clara Shortridge-foltz Criminal Justice Center (CSF-CJC) picks up checks from the Accounting cashier and then notifies the VSR that checks are ready for pick-up. Before giving a photocopy of the form and the check to the staff member from CSF-CJC, he/she must sign, print the name, and date on the form.

Victim Service Representative:

- 3.4 The VSR notifies the mortuary and requires the mortuary representative to provide staff with a business card and picture id. A copy of the id and the business card will be stapled to the copy of the check. The mortuary representative will sign the check copy confirming receipt of the check.

Accounting Section/General Accounting Unit:

- 3.5 The General Accounting Unit receives a weekly bank statement by fax every Monday. Upon verification of the cleared checks' original forms are properly completed, including original authorized signatures, proper amount, correct check number and date, a Miscellaneous Check request will be processed to replenish the checking account. A copy of the deposit slip indicating the amount and date of deposit must be forwarded to the Checking Account Custodian.

A monthly report (see attachment II) showing all the checks issued during that month will be sent to the Program Director, designated Assistant Program Director, related VSR, Grant Analyst, Head of Fiscal Services, and Head of Accounting. Grant Analyst will also forward a copy of this report to the State.

Checking Account Custodian:

- 3.6 The current balance of the check register must be promptly updated upon receipt of the deposit slip. The copy of the deposit slip must be filed for audit purposes. It is the responsibility of the check writer to ensure the proper paperwork is filed and the checking account balance is sufficient to cover the amount of incoming requests for checks.

Accounting Section/Internal Control:

- 3.7 The Internal Control Unit of the Bureau of Management and Budget is responsible for reconciling the checking account documentation to the bank statement and forwarding a copy of the reconciliation to the Checking Account Custodian. This Unit maintains copies of authorized check signers and custodianship.

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ATTACHMENT III



Information Security Policy

Memo Number: 17-008

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

Data Ownership

All information assets have a Data Owner who is assigned by CalVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

Information Classification

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

Information System Security Practices

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

Distribution List

All CalVCB staff

ATTACHMENT IV



Information Systems Security and Confidentiality

Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy*, *Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

I understand that I must:

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- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
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- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
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- Not share individual account passwords.

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

<u>Michelle Daniels</u>	<u>Bureau of Victim Services</u>	
User Name (Print)	Division or Unit	
<u>Michelle Daniels</u>	<u>5-7-2020</u>	<u>626 927-2020</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>5/28/2020</u>	<u>(213) 257-2905</u>
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

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<u>Alex Reynoso</u>	<u>BVS ADM</u>	
User Name (Print)	Division or Unit	
<u>[Signature]</u>	<u>5/7/2020</u>	<u>(626) 927-2500</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>5/7/2020</u>	<u>(626) 927-2525</u>
Manager/Supervisor Signature	Date	Phone Number

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<u>Monique Tyrone</u>	<u>Bureau of Victim Services</u>	
User Name (Print)	Division or Unit	
<u>Monique Tyrone</u>	<u>5/7/2020</u>	<u>626-927-2504</u>
User Signature	Date	Phone Number
<u>Michelle Daniels</u>	<u>5/7/2020</u>	<u>626-927-2525</u>
Manager/Supervisor Signature	Date	Phone Number

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Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

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John Michael Ayala Bureau Victims Svcs.

User Name (Print)

Division or Unit

[Signature]

User Signature

5/1/2020

Date

(626) 572-6390

Phone Number

[Signature]

Manager/Supervisor
Signature

5-1-20

Date

(626) 572-6391

Phone Number

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Karolina Rae Cross
User Name (Print)

BIS/Civil
Division or Unit

[Signature]
User Signature

4-20-20
Date

626/570-6391
Phone Number

Michael Dennis
Manager/Supervisor
Signature

4/30/2020
Date

626 927 2528
Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

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Information Systems Security and Confidentiality

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<u>Amy de Silva</u>	<u>LA County T027</u>	
User Name (Print)	Division or Unit	
<u></u>	<u>4/15/2020</u>	<u>626-927-2254</u>
User Signature	Date	Phone Number
<u></u>	<u>4-17-2020</u>	<u>626-572-6374</u>
Manager/Supervisor Signature	Date	Phone Number

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<u>Loren D'Silva</u>	<u>LACO T027</u>	
User Name (Print)	Division or Unit	
<u>Loren D'Silva</u>	<u>4-17-20</u>	<u>6026572-6371</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>4-23-20</u>	<u>6026572-6371</u>
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

Information Systems Security and Confidentiality

Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy, Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

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- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.

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- Not illegally use or copy CalVCB software.
- Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
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- Not share individual account passwords.

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

Kathy Garcia
 User Name (Print)

BVS / Claims
 Division or Unit

Kathy Garcia
 User Signature

4/21/2020
 Date

(626) 927-2553
 Phone Number

Carolyn Foy
 Manager/Supervisor
 Signature

04/23/2020
 Date

(626) 572-6364
 Phone Number

Filing Instructions

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Information Systems Security and Confidentiality

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Audrey Huggins

User Name (Print)

Claims Verification Unit

Division or Unit

Audrey Huggins

User Signature

April 16, 2020

Date

626-927-2532

Phone Number

Chris M...

Manager/Supervisor
Signature

April 17, 2020

Date

626-572-6378

Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

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<u>DON LAI</u>	<u>DA-15764</u>	
User Name (Print)	Division or Unit	
<u>[Signature]</u>	<u>04/20/2020</u>	<u>626-927-2507</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>4-23-20</u>	<u>626/570-6391</u>
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

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Information Systems Security and Confidentiality

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Alejandra Lopez

User Name (Print)

Los Angeles County

Division or Unit

Alejandra Lopez
User Signature

04/16/2020
Date

(626) 572-6364
Phone Number

[Signature]
Manager/Supervisor
Signature

4-23-20
Date

626/572-6391
Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

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Information Systems Security and Confidentiality

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Fidel Martinez

User Name (Print)

L.A. CO. T027

Division or Unit

Fidel Martinez

User Signature

4/15/20

Date

(626) 572-6375

Phone Number

[Signature]

Manager/Supervisor

4-17-2020

Date

626-572-6371

Phone Number

Signature

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

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Information Systems Security and Confidentiality

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Jacqueline P. Martinez BRS CRU
User Name (Print) Division or Unit

Jacqueline P. Martinez 4/21/2020 (626) 572-6385
User Signature Date Phone Number

[Signature] 4/21/2020 (626) 572-6378
Manager/Supervisor Signature Date Phone Number

Filing Instructions

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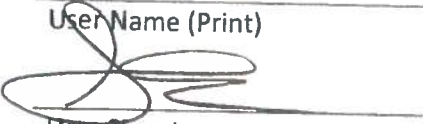
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Skyler Mims-Emanuel

User Name (Print)

Los Angeles County

Division or Unit

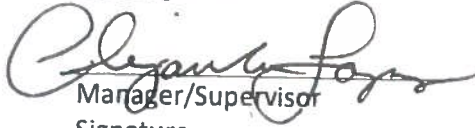

User Signature

4/24/2020

Date

(626) 572-6373

Phone Number


Manager/Supervisor
Signature

04/24/2020

Date

(626) 572-6364

Phone Number

Filing Instructions

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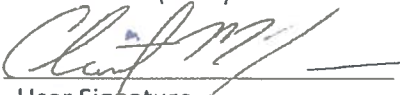
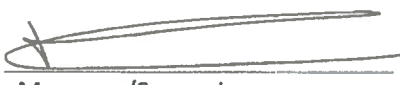
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Clint Molezion	BVS/Claims Verification Unit	
User Name (Print)	Division or Unit	
	04/17/2020	(626) 572-6378
User Signature	Date	Phone Number
	4-23-20	626/572-6391
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

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ELIZABETH PEREZ

User Name (Print)

BUREAU OF VICTIM SERVICES

Division or Unit

Elizabeth Perez

User Signature

4-17-2020

Date

(626) 572-6366

Phone Number

[Signature]

Manager/Supervisor
Signature

4-17-2020

Date

(626) 572-6378

Phone Number

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Analie Pitallano

User Name (Print)

Analie Pitallano

User Signature

[Signature]

Manager/Supervisor
Signature

Los Angeles County

Division or Unit

04/20/2020

Date

04/20/2020

Date

626-927-2577

Phone Number

(626) 572-6364

Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

Information Systems Security and Confidentiality

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Marixa Rivas
 User Name (Print)

CVU
 Division or Unit

[Signature]
 User Signature

4/15/20
 Date

626-572-6323
 Phone Number

[Signature]
 Manager/Supervisor
 Signature

4/17/20
 Date

626-572-6378
 Phone Number

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<u>Jose Rojas</u>	<u>Claims Verification</u>	
User Name (Print)	Division or Unit	
<u>[Signature]</u>	<u>4/20/20</u>	<u>(626) 572-6377</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>4/21/20</u>	<u>(626) 572-6378</u>
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

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Information Systems Security and Confidentiality

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Cheree Shorts
User Name (Print)

BVS-CVU
Division or Unit

Cheree Shorts
User Signature

04/15/2020
Date

626-572-6384
Phone Number

[Signature]
Manager/Supervisor
Signature

4-28-20
Date

626/572-6386
Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

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Enrile A. Tando

User Name (Print)

District Attorney Office

Division or Unit



User Signature

April 15, 2020

Date

(626) 572-6382

Phone Number



Manager/Supervisor
Signature

4/17/2020

Date

626-572-6371

Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

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<u>Celestina Torres</u>	<u>LADA - BVS</u>	
User Name (Print)	Claims Verification	
<u>[Signature]</u>	<u>4/21/2020</u>	<u>(559) 759-0259</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>4/21/2020</u>	<u>(626) 572-6378</u>
Manager/Supervisor	Date	Phone Number
Signature		

Filing Instructions

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Brian S. Uyehara
User Name (Print)

Bureau of Victim Services
Division or Unit

Brian S. Uyehara
User Signature

04/16/2020
Date

(626) 572-6381
Phone Number

[Signature]
Manager/Supervisor
Signature

04/16/2020
Date

(626) 572-6364
Phone Number

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Jasmine Valentin

User Name (Print)

BVS / CVU

Division or Unit

J. Valentin

User Signature

4/15/2020

Date

(626) 572-6366

Phone Number

[Signature]

Manager/Supervisor
Signature

4/15/20

Date

(626) 572-6366

Phone Number

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Sonia Vizcarra
 User Name (Print)

BVS-CUU
 Division or Unit

[Signature]
 User Signature

4/15/20
 Date

(626) 572-6366
 Phone Number

[Signature]
 Manager/Supervisor
 Signature

4-23-20
 Date

626/572-6391
 Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

ATTACHMENT V



Fraud Policy

Memo Number: 17-004

Fraud Policy

Memo Number: 17-004

Issued July 10, 2017

Supersedes: 13-001

Effective immediately

Does not expire

Issued By: Legal Division

Purpose

To describe steps to be taken in the event fraud is suspected.

Policy

The California Victim Compensation Board (CalVCB) is committed to protecting the Restitution Fund against the risk of loss and will promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with CalVCB. CalVCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.

This policy is not intended to address employee work performance, therefore, an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the Human Resources Branch. If the suspected fraud involves another employee, the employee should contact his/her supervisor/manager immediately. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the Human Resources Branch immediately.

Definition

Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:

- Any dishonest or fraudulent act.
- Any violation of federal, state, or local laws related to fraud.
- Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents.
- Profiteering as a result of insider knowledge of CalVCB activities.

How to Report Fraud

Any employee who suspects fraud or has received an external fraud complaint shall immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. Managers

Fraud Policy

Memo Number: 17-004

must complete an Investigation Referral Form (available on Boardnet), and submit it to the Deputy Executive Officer of their division for referral to the Provider Evaluation Team (PET).

If an employee receives a complaint of fraud from an external complainant, the employee should not attempt an investigation. The employee should gather contact information from the complainant and refer the matter to their supervisor for immediate submission to PET.

There are four reporting options available for external complainants:

1. Send an email to the fraud hotline at FraudHotline@victims.ca.gov
2. Call the toll-free fraud hotline at 1 (855) 315-6083
3. Write to the Legal Division at P.O. Box 350, Sacramento, CA 95812
4. Fax the complaint to (916) 491-6441

All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the PET Team.

Investigations

The PET has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Pertinent investigative findings will be reported to executive management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with executive management.

Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to CalVCB.

All information received in the course of a fraud investigation is treated as confidential to the extent permitted by law. CalVCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity. CalVCB employees must report any alleged reprisal, retaliation, threat or similar activity immediately.

Fraud Policy

Memo Number: 17-004

In order to maintain the integrity of the investigation, CalVCB will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is also important in order to avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect CalVCB from potential liability.

Contacts

For questions, contact the Deputy Executive Officer for your division.

ATTACHMENT VI



Privacy Policy

Memo Number: 17-010

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CalVCB) from actions that would:

- Damage the reputation of the CalVCB.
- Endanger employees, contractors, or citizens that rely on CalVCB.
- Present a legal risk to CalVCB.

Policy

It is the Policy of CalVCB that:

- All personal, and personally identifiable information (PII) collected by CalVCB is necessary for the organization to perform its function.
- CalVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CalVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CalVCB. Staff may request and view their information according to the Information Practices Act and State Policy.

Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CalVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CalVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.

- Properly dispose of PII.

Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CalVCB Privacy Officer.

Acceptable Use

Official CalVCB business needs only.

Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

Authority

- Government Code sections 11019.9, 13952 to 13954

- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

Other Applicable CalVCB Policies

- Acceptable Use of CalVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurityandPrivacy@victims.ca.gov

Distribution

All CalVCB staff

ATTACHMENT VII



Document Receiving Section (DRS) Imaged Document Confidential Destruct Policy

Memo Number: 17-

Date Issued:

Supersedes: 09-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Executive Office

Purpose

It is the policy of the California Victim Compensation Board (CalVCB) to properly retain and dispose of documents scanned into the California Compensation and Restitution System (CaRES) in a timely manner to save storage and handling costs.

Authority

California Codes

- Penal Code Section 11106.1, 11106.2
- Evidence Code Section 1550–1553
- Government Code Section 12159–12179.1

Internal Organization of Standardization

- ISO 15489-1: Information and documentation, Records management, Part 1
- ISO/TR 15489-2: Information and documentation, Records management, Part 2

Policy

According to the California Codes, any document imaging system that does not permit additions, deletions, or changes to an original document, may be used as a photographic reproduction process to record documents, as long as a trusted system is utilized. A "trusted

system” means a combination of techniques, policies, and procedures for which there is no possible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored. The CaRES claims management system is fully compliant with these requirements.

Based on these requirements, an original document that has been electronically imaged into CaRES can be destroyed when the following document guidelines and retention periods have been observed.

Document Guidelines

All documents received by the DRS are registered and batched with a batch header sheet and scanned in batches of like documents, such as new applications, bills, and include a batch header sheet. Visual quality controls are performed on each document uploaded into the CaRES system. The first quality control measure is performed by the individual scanning the documents; the second quality control is performed by the individual validating the document; the third quality control is performed by the individual uploading the documents into the CaRESCaRES system. Once quality control is complete and the batches are uploaded into the CaRES system, the paper batches are placed in boxes, labeled by batch type, and divided by date and time.

Retention Period

All paper documents that have been imaged and released into the CaRES system will be retained by the File Room for a period of twelve (12) months. This period is determined by adding twelve (12) calendar months to the date the documents were uploaded into the CaRES system. If a business unit requires an original document, they may retrieve it through the DRS within twelve (12) months of the original scan date. At the end of the twelfth month, the documents will be placed in designated confidential destruct bins in the File Room. The documents will be scheduled for onsite confidential destruction with a certified confidential shredding service.

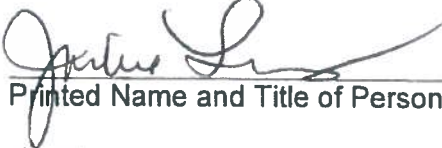
If you have any questions, please contact Business Services Branch Manager, at (916) 491-3866.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Los Angeles County, District Attorney's Office	95-6000927
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Jackie Lacey, District Attorney	
Date Executed	Executed in the County of
5/6/2020	Los Angeles

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ALTERNATE PUBLIC DEFENDER

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	72,933,000	78,121,000	5,188,000
Intrafund Transfer	34,000	178,000	144,000
Revenue	1,524,000	1,524,000	0
Net County Cost	71,375,000	76,419,000	5,044,000
Budgeted Positions	288.0	313.0	25.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ALTERNATE PUBLIC DEFENDER					
2020-21 Adopted Budget	72,933,000	34,000	1,524,000	71,375,000	288.0
New/Expanded Programs					
1. Body-Worn Cameras: Reflects funding for 5.0 positions to support the review of body-worn camera footage: 1.0 Deputy Alternate Public Defender III, 2.0 Paralegal, 1.0 Legal Office Support Assistant II, and 1.0 Information Systems Analyst II. (4-VOTES)	932,000	--	--	932,000	5.0
2. Psychiatric Social Worker Program: Reflects 1.0 Psychiatric Social Worker II position funded by a partnership between the Countywide Criminal Justice Coordination Committee (CCJCC) and California Department of Corrections and Rehabilitation (CDCR). (4-VOTES)	144,000	144,000	--	--	1.0
Other Changes					
1. Funding Restoration: Reflects the restoration of 14.0 filled attorney positions from the Defense of Adults program: 6.0 Deputy Alternate Public Defender II and 8.0 Deputy Alternate Public Defender III. (4-VOTES)	2,512,000	--	--	2,512,000	14.0
2. Senate Bill (SB) 1437: Reflects one-time funding for 5.0 positions to address temporary workload increases related to the review and petitioning of prior cases eligible for relief or resentencing under SB 1437: 4.0 Deputy Alternate Public Defender III and 1.0 Investigator II, PD. (4-VOTES)	1,296,000	--	--	1,296,000	5.0
3. County Services: Reflects one-time funding for anticipated costs associated with facility leases (\$150,000) and telecommunications services (\$150,000). (4-VOTES)	300,000	--	--	300,000	--
4. Enterprise System Maintenance: Reflects the Department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	4,000	--	--	4,000	--
Total Changes	5,188,000	144,000	0	5,044,000	25.0
2020-21 Supplemental Changes	78,121,000	178,000	1,524,000	76,419,000	313.0

DISTRICT ATTORNEY

	FY 2020-21 Final Changes (a)	FY 2020-21 Supplemental Changes (b)	Variance (c)=(b)-(a)
Appropriation	444,919,000	459,675,000	14,756,000
Intrafund Transfer	4,724,000	5,162,000	438,000
Revenue	163,224,000	175,323,000	12,099,000
Net County Cost	276,971,000	279,190,000	2,219,000
Budgeted Positions	2,112.0	2,130.0	18.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DISTRICT ATTORNEY					
2020-21 Adopted Budget	444,919,000	4,724,000	163,224,000	276,971,000	2,112.0
1. Body-Worn Cameras: Reflects funding for 9.0 attorneys, 5.0 legal support staff, and 1.0 Principal Information Systems Analyst to support the Department's body-worn camera program. (3-VOTES)	3,450,000	--	--	3,450,000	15.0
2. Bureau of Victim Services Relocation: Reflects funding for the relocation of the Bureau of Victim Services Bureau. (4-VOTES)	490,000	--	--	490,000	0.0
3. One-time Funding: Reflects one-time funding for settlement costs and various critical maintenance projects. (4-VOTES)	7,692,000	438,000	--	7,254,000	0.0
4. Consumer Protection Programs: Reflects funding from the Consumer Protection Special Revenue Fund to fund the Department's Consumer Protection Programs. (4-VOTES)	--	--	--	--	0.0
5. Alignment of Curtailments: Reflects the alignment of Department's curtailment plan resulting in no layoffs. (3-VOTES)	--	--	--	--	2.0
6. AB109: Reflects the restoration of 1.0 Paralegal for the Victim Restitution Collection Program. (4-VOTES)	109,000	--	109,000	--	1.0
7. Immigration (Notario) Fraud Program: Reflects an increase in appropriation for the continuation of the Department's Immigration Fraud Program fully offset with funding from the Consumer Protection Special Revenue Fund. (4-VOTES)	44,000	--	44,000	--	0.0

DISTRICT ATTORNEY

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. Public Safety Sales Tax: Reflects the projected increase in Proposition 172 revenue based on historical experience and anticipated trends. (4-VOTES)	--	--	9,012,000	(9,012,000)	0.0
9. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	13,000	--	1,000	12,000	0.0
10. eCAPS Maintenance: Reflects the Department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	26,000	--	1,000	25,000	0.0
11. Budget Alignments: Reflects various realignments of appropriation and revenue based on historical trends and anticipated funding levels. (4-VOTES)	2,932,000	--	2,932,000	--	0.0
Total Changes	14,756,000	438,000	12,099,000	2,219,000	18.0
2020-21 Supplemental Changes	459,675,000	5,162,000	175,323,000	279,190,000	2,130.0

FIRE DEPARTMENT

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Financing Sources	1,328,657,000	1,413,156,000	84,499,000
Financing Uses	1,328,657,000	1,413,156,000	84,499,000
Budgeted Positions	4,695.0	4,775.0	80.0

Changes from the 2020-21 Adopted Budget

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
FIRE			
2020-21 Adopted Budget	1,328,657,000	1,328,657,000	4,695.0
1. City of Vernon: Reflects the addition of 44.0 operations and prevention positions to provide fire protection, fire prevention, and emergency medical services to the City of Vernon, as approved by the Board on June 23, 2020, prorated for eight months. (4-VOTES)	9,379,000	9,379,000	44.0
2. Service Augmentation: Reflects the addition of one-time funding from the California Department of Forestry and Fire Protection to support the addition of 36.0 temporary Fire Suppression Aid positions to replace the loss of fire camp participants that are being diverted from incarceration to limit the spread of COVID-19. (4-VOTES)	2,952,000	2,952,000	36.0
3. Mobile Data Computers: Reflects funding to purchase replacement Mobile Data Computers for emergency response vehicles. (3-VOTES)	10,000,000	--	--
4. Timekeeping and Scheduling System Expansion: Reflects funding for one-time costs related to the expansion of the timekeeping system. (3-VOTES)	1,704,000	--	--
5. Prior-Year Carryovers: Reflects the carryover of unused funding from the prior fiscal year for various expenses including cost of living increases, fees owed to other departments, grant-funded equipment and other anticipated expenses. (3-VOTES)	30,013,000	--	--
6. Emergency Medical Services: Reflects the carryover of Measure B funding for the Advanced Provider Response Unit pilot program. (3-VOTES)	1,096,000	1,096,000	--
7. AB 109: Reflects the carryover of funding for crew buses, Fire Camp equipment and supplies. (4-VOTES)	2,734,000	2,734,000	--
8. Donations: Reflects an increase in appropriation for services and supplies funded with donation revenue. (4-VOTES)	25,000	25,000	--
9. Utility User Tax - Measure U: Reflects the carryover of unused Utility User Tax - Measure U funding. (4-VOTES)	5,000	5,000	--
10. Ministerial Changes: Reflects the redistribution of existing appropriation. (3-VOTES)	--	--	--
11. Operations Cost Increases: Reflects an increase in funding for general operating costs, defibrillators, and firefighter personal protective equipment cleaning services. (3-VOTES)	343,000	--	--
12. Reclassification: Reflects the Board-approved reclassification of a Supervising Administrative Assistant III to and Administrative Services Manager II. (3-VOTES)	--	--	--
13. eCAPS Maintenance: Reflects the Department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	75,000	3,000	--
14. Reserves: Reflects a one-time restoration of reserves. (3-VOTES)	29,352,000	--	--

FIRE DEPARTMENT

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
15. Appropriation for Contingencies: Reflects a decrease to fund other expenses. (3-VOTES)	(3,179,000)	--	--
16. Property Tax: Reflects an increase to Property and Special Tax revenue. (4-VOTES)	--	1,000,000	--
17. Revenue Adjustments: Reflects an overall net reduction to various revenues. (3-VOTES)	--	(5,785,000)	--
18. Fund Balance: Reflects fund balance from the prior fiscal year and the deletion of the associated Appropriation for Contingencies to fund other expenses. (4-VOTES)	--	73,090,000	--
Total Changes	84,499,000	84,499,000	80.0
2020-21 Supplemental Changes	1,413,156,000	1,413,156,000	4,775.0

LIFEGUARD – FIRE DEPARTMENT

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	37,479,000	37,482,000	3,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	37,479,000	37,482,000	3,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LIFEGUARD – FIRE DEPARTMENT					
2020-21 Adopted Budget	37,479,000	0	0	37,479,000	0.0
1. eCAPS Maintenance: Reflects the Department's proportional share of eCAPS maintenance cost increases. (3-VOTES).	3,000	--	--	3,000	--
Total Changes	3,000	0	0	3,000	0.0
2020-21 Supplemental Changes	37,482,000	0	0	37,482,000	0.0

GRAND JURY

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	1,927,000	1,927,000	0
Intrafund Transfer	0	0	0
Revenue	20,000	20,000	0
Net County Cost	1,907,000	1,907,000	0
Budgeted Positions	5.0	5.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
GRAND JURY					
2020-21 Adopted Budget	1,927,000	0	20,000	1,907,000	5.0
1. NO CHANGES	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2020-21 Supplemental Changes	1,927,000	0	20,000	1,907,000	5.0

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	0	0	0
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	0	0	0
Budgeted Positions	0.0	0.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM					
2020-21 Adopted Budget	0	0	0	0	0.0
1. NO CHANGES	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2020-21 Supplemental Changes	0	0	0	0	0.0

MEDICAL EXAMINER-CORONER

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	44,690,000	45,942,000	1,252,000
Intrafund Transfer	48,000	48,000	0
Revenue	2,191,000	2,291,000	100,000
Net County Cost	42,451,000	43,603,000	1,152,000
Budgeted Positions	230.0	230.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MEDICAL EXAMINER-CORONER					
2020-21 Adopted Budget	44,690,000	48,000	2,191,000	42,451,000	230.0
Other Changes					
1. Various One-Time Facilities Funding: Reflects one-time funding for three family meeting rooms, security camera installation, specialized custodial services, department name change costs, and Lomita County Administration Facility ADA upgrades. (4-VOTES)	375,000	--	--	375,000	--
2. National Institute of Justice Grant: Reflects one-time funding to hire a forensic pathology fellow, fully offset with grant revenue. (4-VOTES)	100,000	--	100,000	--	--
3. Physician Specialist Contract: Reflects one-time funding for specialized homicide autopsy and neuropathology services. (4-VOTES)	500,000	--	--	500,000	--
4. Outsourcing Toxicology Testing: Reflects one-time funding to outsource postmortem toxicology drug testing for diagnostic analyses. (4-VOTES)	125,000	--	--	125,000	--
5. Anthropology Services: Reflects ongoing funding for costs associated with anthropology consultants. (4-VOTES)	50,000	--	--	50,000	--
6. Liquid Chromatography/Mass Spectrometer (LC/MS) Maintenance: Reflects ongoing funding for preventative maintenance costs associated with two LC/MS systems. (4-VOTES)	100,000	--	--	100,000	--
7. eCAPS Cost Allocation: Reflects the Department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	2,000	--	--	2,000	--
8. Position Reclassification: Reflects a Board-approved reclassification of 1.0 Safety Officer to 1.0 Safety Officer II. (3-VOTES)	--	--	--	--	--
Total Changes	1,252,000	0	100,000	1,152,000	0.0
2020-21 Supplemental Changes	45,942,000	48,000	2,291,000	43,603,000	230.0

PROBATION DEPARTMENT

	FY 2019-20 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	\$2,920,000	\$7,702,000	\$4,782,000
Intrafund Transfer	\$0	\$0	\$0
Revenue	\$0	\$0	\$0
Net County Cost	\$2,920,000	\$7,702,000	\$4,782,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
COMMUNITY BASED CONTRACTS					
2020-21 Adopted Budget	2,920,000	0	0	2,920,000	0.0
1. One-Time Funding: Reflects year-end savings to be carried over in FY 2020-21. (4-VOTES)	4,782,000	--	--	4,782,000	--
Total Changes	4,782,000	0	0	4,782,000	0.0
2020-21 Recommended Budget	7,702,000	0	0	7,702,000	0.0

PROBATION DEPARTMENT

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	979,939,000	1,003,749,000	23,810,000
Intrafund Transfer	3,444,000	3,444,000	0
Revenue	361,732,000	381,807,000	20,075,000
Net County Cost	614,763,000	618,498,000	3,735,000
Budgeted Positions	5,671.0	5,671.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PROBATION DEPARTMENT					
2020-21 Adopted Budget	979,939,000	3,444,000	361,732,000	614,763,000	5,671.0
1. Pretrial Release Pilot Program Grant Award: Reflects funding for the Pretrial Release Pilot program awarded by the Judicial Council of California that was approved by the Board on February 11, 2020. (4-VOTES)	15,317,000	--	15,317,000	--	--
<i>Field Services</i>	15,317,000	--	15,317,000	--	--
2. AB109 Housing Contract: Reflects the restoration of the HealthRight 360 Housing contract that was previously curtailed. This contract provides affordable housing, food/nutrition, and employment services to the AB109 Post-Release Community Supervision (PRCS) population. (4-VOTES)	3,245,000	--	3,245,000	--	--
<i>Field Services</i>	3,245,000	--	3,245,000	--	--
3. PRCS: Reflects funding received from the State to reimburse counties for supervising individuals released early from State prison to PRCS in response to COVID-19. Funds will be used to support housing, employment and re-entry needs. (4-VOTES)	856,000	--	856,000	--	--
<i>Field Services</i>	856,000	--	856,000	--	--
4. Probation Case Management System (PCMS) - Use of Force Project: Reflects funding for the modification of PCMS to track use of force incidents and evaluate the results from OC spray elimination; fully offset by one-time growth revenues. (4-VOTES)	457,000	--	457,000	--	--
<i>Support Services</i>	457,000	--	457,000	--	--
5. Campus Kilpatrick Wastewater Treatment Plant (WWTP): Reflects carryover funding to cover the monthly rental of the WWTP that was permanently damaged by the Woolsey fire. (4-VOTES)	1,200,000	--	--	1,200,000	--
<i>Juvenile Institution – Residential</i>	1,200,000	--	--	1,200,000	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Position Adjustments: Reflects 9.0 position reclassifications that were approved by the Board for Internal Affairs (6.0 positions) on January 14, 2020 and Finance (3.0 positions) on August 4, 2020, and position adjustments to reflect current departmental staffing needs. (3-VOTES)	--	--	--	--	--
<i>Support Services</i>	--	--	--	--	--
<i>Juvenile Institution – Residential</i>	--	--	--	--	--
7. Vehicle Replacement Funds: Reflects carryover funding from the FY 2019-20 Vehicle Replacement Funds for a passenger bus for training and emergency evacuations. (4-VOTES)	300,000	--	--	300,000	--
<i>Support Services</i>	300,000	--	--	300,000	--
8. Public Health Nurse (PHN): Reflects one-time funding for 5.0 PHNs to provide health care services to youth in out-of-home care. (4-VOTES)	867,000	--	--	867,000	--
<i>Special Services</i>	867,000	--	--	867,000	--
9. Education Specialists: Reflects one-time funding for a joint contract with the Department of Children and Family Services (DCFS) to provide education advocacy services to Probation and DCFS youth, parents, and caregivers. (4-VOTES)	1,175,000	--	--	1,175,000	--
<i>Special Services</i>	1,175,000	--	--	1,175,000	--
10. Pretrial Legacy Funds: Reflects prior year unspent funds to support an upgraded pretrial case management system. (4-VOTES)	147,000	--	--	147,000	--
<i>Field Services</i>	147,000	--	--	147,000	--
11. CCTV Project Manager: : Reflects the 3 rd year cost of a contracted project manager for the CCTV Project at the halls and camps; fully offset by one-time growth revenues. (4-VOTES)	200,000	--	200,000	--	--
<i>Support Services</i>	200,000	--	200,000	--	--
12. eCAPS Maintenance: Reflects the Department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	46,000	--	--	46,000	--
<i>Support Services</i>	46,000	--	--	46,000	--
13. Revenue Realignment: Reflects ministerial revenue adjustments based on historical information, current operations, and changing needs of the Department. (4-VOTES)	--	--	--	--	--
<i>Juvenile Institutions – Residential</i>	--	--	(6,400,000)	6,400,000	--
<i>Field Services</i>	--	--	6,400,000	(6,400,000)	--
Total Changes	23,810,000	0	20,075,000	3,735,000	0.0
2020-21 Supplemental Changes	1,003,749,000	3,444,000	381,807,000	618,498,000	5,671.0

PUBLIC DEFENDER

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	232,955,000	253,599,000	20,644,000
Intrafund Transfer	419,000	706,000	287,000
Revenue	11,312,000	11,785,000	473,000
Net County Cost	221,224,000	241,108,000	19,884,000
Budgeted Positions	1,046.0	1,095.0	49.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC DEFENDER					
2020-21 Adopted Budget	232,955,000	419,000	11,312,000	221,224,000	1,046.0
<i>New/Expanded Programs</i>					
1. Body-Worn Cameras: Reflects funding for 11.0 positions to support the review of body-worn camera footage: 7.0 Deputy Public Defender III, 3.0 Senior Law Clerk, and 1.0 Senior Application Developer. (4-VOTES)	2,533,000	--	--	2,533,000	11.0
2. Psychiatric Social Worker Program: Reflects 2.0 Psychiatric Social Worker II positions funded through a partnership between the Countywide Criminal Justice Coordination Committee (CCJCC) and California Department of Corrections and Rehabilitation (CDCR). (4-VOTES)	287,000	287,000	--	--	2.0
<i>Other Changes</i>					
1. AB 109: Reflects the restoration of 1.0 filled Deputy Public Defender III and 1.0 filled Mental Health Program Manager I positions to the department's mental health unit. (4-VOTES)	396,000	--	396,000	--	2.0
2. Funding Restoration: Reflects the restoration of 34.0 filled positions from administration, legal and office support and various non-mandated defense programs, primarily in the areas of Civil Defense, Special Circumstance, Appellate Training, Immigration, Collaborative Justice and Public Integrity Assurance: 21.0 Deputy Public Defenders; 7.0 Investigators, 2.0 Legal Office Support Assistants; 2.0 Division Chiefs; 1.0 Paralegal; and 1.0 Information Systems Analyst. (4-VOTES)	5,498,000	--	--	5,498,000	34.0

PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
3. Client Case Management System (CCMS): Reflects Board-approved one-time funding for the continued implementation of CCMS and carryover for the development of a module specific to AB 109, as well as carryover for tasks related to system integration, server hosting, and organizational change management. (4-VOTES)	4,171,000	--	170,000	4,001,000	--
4. Judgements & Damages: Reflects one-time funding for legal settlement costs. (4-VOTES)	4,950,000	--	--	4,950,000	--
5. County Services: Reflects one-time funding for anticipated costs associated with services provided by County Counsel (\$577,000), Department of Human Resources, and other County departments. (4-VOTES)	1,748,000	--	--	1,748,000	--
6. Various One-Time Funding: Reflects one-time funding for: 1) restoration to services and supplies for lease expenditures; 2) cost increases associated with Microsoft Office license renewal; 3) facility upgrades at the Lomita County Administration Building; and 4) department's proportionate share of airduct cleaning costs at the Hall of Justice. (4-VOTES)	736,000	--	--	736,000	--
7. Information Technology (IT): Reflects one-time carryover for IT consultant and research services, telecommunications at the Hollywood mental health office, and Cherwell asset management system development and legacy systems modernization. (4-VOTES)	404,000	--	--	404,000	--
8. MacArthur Grant Funding: Reflects grant funding for various courtroom diversion pilots as part of the MacArthur Foundation's Justice & Safety Challenge initiative. (4-VOTES)	991,000	--	991,000	--	--
9. Juvenile Justice Crime Prevention Act (JJCPA) Funding: Reflects additional revenue provided by the Probation Department to offset increased personnel costs of JJCPA-funded staff. (4-VOTES)	85,000	--	85,000	--	--
10. Enterprise System Maintenance: Reflects the Department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	14,000	--	--	14,000	--
11. Various Reclassifications: Reflects various Board-approved position reclassifications. (3-VOTES)	--	--	--	--	--
12. Ministerial Change: Reflects alignment of appropriation and revenue based on historical expenditure trends. (3-VOTES)	--	--	--	--	--

PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
13. Homeless Initiative: Reflects a reduction in Measure H funding for the Criminal Record Clearing Project (Strategy D6). (4-VOTES)	(1,169,000)	--	(1,169,000)	--	--
Total Changes	20,644,000	287,000	473,000	19,884,000	49.0
2020-21 Supplemental Changes	253,599,000	706,000	11,785,000	241,108,000	1,095.0

SW 9/3/20

SHERIFF

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	3,309,981,000	3,437,994,000	128,013,000
Intrafund Transfer	101,689,000	103,282,000	1,593,000
Revenue	1,478,799,000	1,584,297,000	105,498,000
Net County Cost	1,729,493,000	1,750,415,000	20,922,000
Budgeted Positions	16,755.0	17,095.0	340.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
SHERIFF					
2020-21 Adopted Budget	3,309,981,000	101,689,000	1,478,799,000	1,729,493,000	16,755.0

Additional Fund Balance (One-time)

1. Community Programs: Reflects one-time funding for costs associated with community programs in Supervisorial District 3. (4-VOTES)	100,000	--	--	100,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – Specialized and Unallocated (S&U)</i>	13,000	--	--	13,000	--
<i>County Services</i>	87,000	--	--	87,000	--
2. T-Band Narrow-banding Project: Reflects one-time funding for costs associated with narrow-banding departmental equipment in order to meet federal mandates, provide frequency spectrum for the new LARICS radio system, and to resolve current radio interference issues. (4-VOTES)	4,810,000	--	--	4,810,000	--
<i>General Support</i>	4,810,000	--	--	4,810,000	--
3. Summer Crime Enforcement Program (SCEP): Reflects one-time funding for costs associated with the SCEP to be redirected within the Sheriff's budget for restoration of the Homeless Outreach Services Team (HOST) and the Mental Evaluation Team (MET) (4-VOTES)	779,000	--	--	779,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – Unincorporated Areas (UA)</i>	779,000	--	--	779,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Ministerial Changes					
4. Redirect SCEPT Funds: Reflects a shift of funding from the SCEPT to restore the department's HOST and MET. (3-VOTES)	(3,886,000)	--	--	(3,886,000)	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – UA</i>	(3,886,000)	--	--	(3,886,000)	--
5. HOST Restoration: Reflects one-time redirection of overtime funding from the SCEPT to restore the department's HOST in this fiscal year. (3-VOTES)	2,338,000	--	--	2,338,000	6.0
<i>Patrol Clearing</i>	--	--	--	--	6.0
<i>Patrol – S&U</i>	2,338,000	--	--	2,338,000	--
6. MET Restoration: Reflects one-time redirection of overtime funding from the SCEPT to restore the department's MET in this fiscal year. (3-VOTES)	1,548,000	--	--	1,548,000	6.0
<i>Patrol Clearing</i>	--	--	--	--	6.0
<i>Patrol – S&U</i>	1,548,000	--	--	1,548,000	--
7. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	12,000	--	--	12,000	--
<i>Administration</i>	12,000	--	--	12,000	--
8. eCAPS Maintenance: Reflects the department's proportional share of eCAPS maintenance cost increases. (4-VOTES)	206,000	--	69,000	137,000	--
<i>Administration</i>	206,000	--	69,000	137,000	--
9. Utility Users Tax (UUT): Reflects an appropriation increase of unspent Measure U – UUT funding for programs within the UA. (4-VOTES)	423,000	--	--	423,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – UA</i>	259,000	--	--	259,000	--
<i>Patrol – S&U</i>	153,000	--	--	153,000	--
<i>County Services</i>	11,000	--	--	11,000	--
10. Body-Worn Camera (BWC) Project: Reflects an increase of 33.0 positions and transfer of funding from the Provisional Financing Uses (PFU) Budget to the Sheriff's operating budget for \$13.219 million one-time and \$12.278 million ongoing costs associated with the BWC project. (3-VOTES)	25,497,000	--	--	25,497,000	33.0
<i>Detective</i>	11,654,000	--	--	11,654,000	33.0
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	13,843,000	--	--	13,843,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
11. Prison Rape Elimination Act (PREA): Reflects an increase of 14.0 positions and transfer of funding from the PFU Budget to the Sheriff's operating budget for costs associated with implementation of PREA. (3-VOTES)	2,823,000	--	--	2,823,000	14.0
<i>Custody</i>	2,823,000	--	--	2,823,000	14.0
12. Realign Services and Supplies (S&S) from Patrol to Court Services: Reflects the realignment of additional S&S appropriation from Patrol to Court Services for parking citation fees. (3-VOTES)	--	--	--	--	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	(400,000)	--	--	(400,000)	--
<i>Court</i>	400,000	--	--	400,000	--
13. Various Position Adjustments: Reflects intradepartmental transfers, ordinance-only position deletions, and Board-approved position reclassifications fully offset with position deletions, to more accurately reflect current departmental staffing needs. (3-VOTES)	--	--	--	--	(1.0)
<i>Patrol Clearing</i>	--	--	--	--	5.0
<i>Patrol – S&U</i>	1,007,000	--	--	1,007,000	--
<i>Detective</i>	--	--	--	--	(1.0)
<i>Administration</i>	353,000	--	--	353,000	1.0
<i>General Support</i>	(353,000)	--	--	(353,000)	(1.0)
<i>County Services</i>	(1,007,000)	--	--	(1,007,000)	(5.0)
14. Reorganization: Reflects the reorganization of existing Emergency Operations Bureau positions from Patrol to Information Bureau in the Administration Budget to more accurately reflect current departmental staffing needs. (3-VOTES)	--	--	--	--	--
<i>Patrol Clearing</i>	--	--	--	--	(14.0)
<i>Patrol – S&U</i>	(2,765,000)	--	--	(2,765,000)	--
<i>Administration</i>	2,765,000	--	--	2,765,000	14.0
Net County Cost					
15. Public Safety Sales Tax (Prop 172): Reflects an anticipated increase in public safety sales tax receipts. (4-VOTES)	--	--	49,927,000	(49,927,000)	--
<i>Patrol – S&U</i>	--	--	25,086,000	(25,086,000)	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
<i>Detective</i>	--	--	3,594,000	(3,594,000)	--
<i>Administration</i>	--	--	427,000	(427,000)	--
<i>Custody</i>	--	--	16,693,000	(16,693,000)	--
<i>General Support</i>	--	--	4,127,000	(4,127,000)	--
16. Public Records Act: Reflects an increase of 5.0 positions and funding for costs associated with the expansion of the department's Public Records Act Section. (4-VOTES)	1,359,000	--	7,000	1,352,000	5.0
<i>General Support</i>	1,359,000	--	7,000	1,352,000	5.0
17. Urgent Care Clinic (UCC): Reflects an increase of 27.0 positions and funding for costs associated with the expansion of medical services provided by the UCC. (4-VOTES)	5,298,000	--	--	5,298,000	27.0
<i>Custody</i>	5,298,000	--	--	5,298,000	27.0
18. Antelope Valley (AV) / Department of Justice (DOJ) Settlement Agreement: Reflects an increase of 9.0 positions and funding for costs associated with mandated reforms as per settlement agreement with the DOJ. (4-VOTES)	1,725,000	--	--	1,725,000	9.0
<i>Patrol Clearing</i>	--	--	--	--	9.0
<i>Patrol – S&U</i>	1,725,000	--	--	1,725,000	--
19. Trial Court Security Funding: Reflects a projected \$10.509 million State backfill and a \$1.598 million increase in 2011 Realignment revenue for trial court security. (4-VOTES)	--	--	12,107,000	(12,107,000)	--
<i>Court</i>	--	--	12,107,000	(12,107,000)	--
Revenue Offset					
20. Contract Changes: Reflects a net increase of 11.0 positions, fully offset by contract cities revenue, grant funds, other county departments, and special funds. (4-VOTES)	(2,788,000)	(1,311,000)	(1,477,000)	--	(11.0)
<i>Patrol Clearing</i>	--	--	--	--	(5.0)
<i>Patrol – Contract Cities</i>	(759,000)	--	(759,000)	--	--
<i>General Support</i>	(219,000)	--	(219,000)	--	--
<i>County Services</i>	(1,810,000)	(1,311,000)	(499,000)	--	(6.0)
21. Automated Fingerprint Identification System (AFIS): Reflects an increase of 2.0 positions, fully offset by Operating Transfer-In revenue from the AFIS Fund. (4-VOTES)	472,000	--	472,000	--	2.0
<i>General Support</i>	472,000	--	472,000	--	2.0

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
22. COVID-19 Grant: Reflects an increase in overtime and services and supplies appropriations to support the department's response to the COVID-19 pandemic, fully offset by the Coronavirus Emergency Supplemental Funding Program federal grant. (4-VOTES)	1,314,000	--	1,314,000	--	--
<i>Custody</i>	1,314,000	--	1,314,000	--	--
23. Medi-Cal Outreach and Enrollment Services: Reflects an increase in overtime appropriation for costs associated with the Medi-Cal Health Enrollment Navigators Project to conduct outreach, enrollment, and retention activities for inmates housed in County-managed jail facilities, fully offset by Intra-fund transfer from the Department of Public Social Services. (4-VOTES)	173,000	173,000	--	--	--
<i>Custody</i>	173,000	173,000	--	--	--
Revenue Offset – AB109					
24. Ballistic Vest Replacement: Reflects one-time AB109 funding for services and supplies needed for the Ballistic Vest Replacement project. (4-VOTES)	3,792,000	--	3,792,000	--	--
<i>General Support</i>	3,792,000	--	3,792,000	--	--
25. Medication Assisted Treatment (MAT) Program: Reflects one-time AB109 funding and an increase of 31.0 positions for costs associated with continuation of the MAT program in the jails. (4-VOTES)	5,255,000	--	5,255,000	--	31.0
<i>Custody</i>	5,255,000	--	5,255,000	--	31.0
26. Substance Treatment and Re-entry Transition (START) Program: Reflects one-time AB109 funding and an increase of 17.0 positions for costs associated with continuation of the START program in the jails. (4-VOTES)	2,043,000	--	2,043,000	--	17.0
<i>Custody</i>	2,043,000	--	2,043,000	--	17.0
27. AB109 Layoff Restoration: Reflects restoration of 91.0 filled positions, that were curtailed in the prior budget phase, to mitigate layoffs. (4-VOTES)	15,690,000	--	15,690,000	--	91.0
<i>Custody</i>	15,690,000	--	15,690,000	--	91.0
28. Reverse 3-month Implementation Delay Funding: Reflects deletion of one-time funds for costs associated with delay of implementing position layoffs. (4-VOTES)	(4,238,000)	--	(4,238,000)	--	--
<i>Custody</i>	(4,238,000)	--	(4,238,000)	--	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
<i>Curtailments</i>					
29. Parks Bureau: Reflects restoration of 203.0 positions associated with policing services at all County parks. (4-VOTES)	28,195,000	1,675,000	2,545,000	23,975,000	203.0
<i>County Services</i>	28,195,000	1,675,000	2,545,000	23,975,000	203.0
30. Special Victims Bureau: Reflects restoration of 129.0 positions associated with investigating all allegations of physical abuse and sexual assault of both children and adults. (4-VOTES)	17,591,000	84,000	1,328,000	16,179,000	129.0
<i>Detective</i>	17,591,000	84,000	1,328,000	16,179,000	129.0
31. Operation Safe Streets: Reflects restoration of 200.0 positions associated with selective enforcement aimed at combating the criminal activities of targeted hard-core gangs. (4-VOTES)	27,240,000	--	236,000	27,004,000	200.0
<i>Detective</i>	27,240,000	--	236,000	27,004,000	200.0
32. Community Partnership Bureau: Reflects restoration of 191.0 positions associated with community-oriented policing that includes identifying crime trends, quality of life and crime issues, and engaging in strategic crime solving planning. (4-VOTES)	26,997,000	--	12,625,000	14,372,000	191.0
<i>Detective</i>	26,997,000	--	12,625,000	14,372,000	191.0
33. Fraud and Cyber Crimes Bureau: Reflects restoration of 84.0 positions associated with investigating crimes such as forged documents, grand theft embezzlement, real estate fraud, fiduciary abuse of elders, and high technology crimes. (4-VOTES)	11,794,000	--	3,345,000	8,449,000	84.0
<i>Detective</i>	11,794,000	--	3,345,000	8,449,000	84.0
34. Major Crimes Bureau: Reflects restoration of 133.0 positions associated with investigating extortions and kidnappings, series and pattern robberies, high profile threats and stalking, solicitation for murder, illegal medical practices, surveillance operations, fugitive warrants, pawn shops, cargo thefts, extraditions, outlaw motorcycle gangs, prison gangs, vice activities, and casino operations. (4-VOTES)	18,058,000	972,000	458,000	16,628,000	133.0
<i>Detective</i>	18,058,000	972,000	458,000	16,628,000	133.0

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
35. Position Curtailments: Reflects a reduction of 829.0 positions to offset the costs of the 940.0 position restorations. (4-VOTES)	(106,607,000)	--	--	(106,607,000)	(829.0)
<i>Detective</i>	(89,000)	--	--	(89,000)	(1.0)
<i>Administration</i>	(9,802,000)	--	--	(9,802,000)	(83.0)
<i>Custody</i>	(75,207,000)	--	--	(75,207,000)	(553.0)
<i>General Support</i>	(21,509,000)	--	--	(21,509,000)	(192.0)
36. Layoff Mitigation: Reflects one-time funding transfer from the PFU Budget to the Sheriff's operating budget for costs associated with layoff mitigation efforts until vacancies are achieved through attrition.	40,000,000	--	--	40,000,000	--
<i>Custody</i>	40,000,000	--	--	40,000,000	--
Total Changes	128,013,000	1,593,000	105,498,000	20,922,000	340.0
2020-21 Supplemental Changes	3,437,994,000	103,282,000	1,584,297,000	1,750,415,000	17,095.0

TRIAL COURT OPERATIONS

	FY 2020-21 Final Changes	FY 2020-21 Supplemental Changes	Variance
Appropriation	404,270,000	404,270,000	0
Intrafund Transfer	0	0	0
Revenue	63,095,000	63,095,000	0
Net County Cost	341,175,000	341,175,000	0
Budgeted Positions	50.0	50.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
TRIAL COURT OPERATIONS					
2020-21 Adopted Budget	404,270,000	0	63,095,000	341,175,000	50.0
1. No Changes	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2020-21 Supplemental Changes	404,270,000	0	63,095,000	341,175,000	50.0

AB 109 BUDGET BRIEFING

SEPTEMBER 2020

1. Community Corrections Subaccount

- a. Budget Summary
- b. Overview of State Allocation and Funding Recommendations
- c. Detailed Program Summary by Department

2. District Attorney and Public Defender (Revocations) Subaccount

- a. Overview of State Allocation and Funding Recommendations
- b. Detailed Program Summary by Department

3. Local Innovation Fund

- a. Overview of State Allocation and Funding Recommendations
- b. Countywide Detailed Program Summary

4. AB 109 Summary Schedule

AB 109 Public Safety Realignment - Supplemental Changes
Curtailment Restoration and One-Time State Backfill

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H) = (E:G)	(I) = (D-H)	J	K = (I+J)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T) = (K+N:T)	(U)	(V)
Line	Department	FY 2020-21 Ongoing Budgeted Positions	FY 2020-21 Recommended Budget Ongoing Base	Approved Curtailment Plan									Supplemental Changes (with restoration of layoffs)								
				Budget Reductions			Total Reduction	Annual Target Budget	Funding for Three Month Implementation Delay	Adjusted Budget for Three Month Implementation Delay	Total Positions (Vacant)	Potential Layoffs	Final Changes COLA	S&EB Layoff Restoration*	Reverse Implementation Delay No Longer Needed	Restoration of Probation Housing & Services Contract**	One-Time Departmental Carryover Requests	New One-Time Departmental Requests	Supplemental Changes Final Target Budget	Total Positions (Vacant)	Potential Layoffs
				S&EB	S&S	Revenue/IFT															
1	Auditor-Controller	1.0	\$ 280,000	\$ (56,000)	\$ -	\$ -	\$ (56,000)	\$ 224,000	\$ -	\$ 224,000	0.0	0.0	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000	0.0	0.0
2	Board of Supervisors - CCJCC	1.0	\$ 284,000	\$ -	\$ (57,000)	\$ -	\$ (57,000)	\$ 227,000	\$ -	\$ 227,000	0.0	0.0	\$ (7,000)	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,720,000	0.0	0.0
3	Board of Supervisors - ISAB	1.0	\$ 2,084,000	\$ -	\$ (417,000)	\$ -	\$ (417,000)	\$ 1,667,000	\$ -	\$ 1,667,000	0.0	0.0	\$ (9,000)	\$ -	\$ -	\$ -	\$ 569,000	\$ -	\$ 2,227,000	0.0	0.0
4	Chief Executive Office	0.0	\$ 300,000	\$ -	\$ (60,000)	\$ -	\$ (60,000)	\$ 240,000	\$ -	\$ 240,000	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000	0.0	0.0
5	District Attorney	5.0	\$ 729,000	\$ (146,000)	\$ -	\$ -	\$ (146,000)	\$ 583,000	\$ 37,000	\$ 620,000	(1.0)	(1.0)	\$ (19,000)	\$ 146,000	\$ (37,000)	\$ -	\$ -	\$ -	\$ 710,000	0.0	0.0
6	Diversion & Reentry*	0.0	\$ 23,018,000	\$ -	\$ (4,604,000)	\$ -	\$ (4,604,000)	\$ 18,414,000	\$ 1,151,000	\$ 19,565,000	(12.0)	(7.0)	\$ -	\$ -	\$ (1,151,000)	\$ -	\$ -	\$ 16,974,000	\$ 35,388,000	(11.0)	0.0
7	Fire Department	0.0	\$ 5,045,000	\$ (537,000)	\$ (472,000)	\$ -	\$ (1,009,000)	\$ 4,036,000	\$ -	\$ 4,036,000	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ 2,734,000	\$ -	\$ 6,770,000	0.0	0.0
8	Health Services - Admin	2.0	\$ 576,000	\$ -	\$ (115,000)	\$ -	\$ (115,000)	\$ 461,000	\$ -	\$ 461,000	0.0	0.0	\$ (8,000)	\$ -	\$ -	\$ -	\$ 987,000	\$ -	\$ 1,440,000	0.0	0.0
9	Health Services - Hospitals	48.0	\$ 12,288,000	\$ (841,000)	\$ (7,659,000)	\$ -	\$ (8,500,000)	\$ 3,788,000	\$ -	\$ 3,788,000	(6.0)	0.0	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,784,000	(6.0)	0.0
10	Health Services - ICHS	96.0	\$ 15,077,000	\$ (920,000)	\$ (385,000)	\$ -	\$ (1,305,000)	\$ 13,772,000	\$ -	\$ 13,772,000	(4.0)	0.0	\$ (15,000)	\$ -	\$ -	\$ -	\$ 8,939,000	\$ 4,141,000	\$ 26,837,000	(4.0)	0.0
11	Mental Health	45.0	\$ 17,555,000	\$ (550,000)	\$ (5,533,000)	\$ 2,572,000	\$ (3,511,000)	\$ 14,044,000	\$ -	\$ 14,044,000	(4.0)	0.0	\$ (10,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,034,000	(4.0)	0.0
12	Probation	639.0	\$ 130,170,000	\$ (8,080,000)	\$ (3,471,000)	\$ -	\$ (11,551,000)	\$ 118,619,000	\$ -	\$ 118,619,000	(78.0)	0.0	\$ (1,011,000)	\$ -	\$ -	\$ 3,245,000	\$ -	\$ -	\$ 120,853,000	(78.0)	0.0
13	Public Defender	8.0	\$ 1,844,000	\$ (370,000)	\$ -	\$ -	\$ (370,000)	\$ 1,474,000	\$ 68,000	\$ 1,542,000	(2.0)	(1.0)	\$ (60,000)	\$ 464,000	\$ (68,000)	\$ -	\$ -		\$ 1,878,000	(1.0)	0.0
14	Public Health	14.0	\$ 12,956,000	\$ (41,000)	\$ (5,059,000)	\$ -	\$ (5,100,000)	\$ 7,856,000	\$ -	\$ 7,856,000	(1.0)	0.0	\$ (22,000)	\$ -	\$ -	\$ -	\$ 1,516,000	\$ 1,100,000	\$ 10,450,000	(1.0)	0.0
15	Sheriff	676.0	\$ 228,982,000	\$ (19,315,000)	\$ (1,628,000)	\$ -	\$ (20,943,000)	\$ 208,039,000	\$ 4,238,000	\$ 212,277,000	(127.0)	(91.0)	\$ (490,000)	\$ 15,690,000	\$ (4,238,000)	\$ -	\$ 3,792,000	\$ 7,298,000	\$ 234,329,000	(36.0)	0.0
16	WDACS	0.0	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	0.0	0.0	\$ (3,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	0.0	0.0
17	Homeless - Health Services Admin	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ 14,410,000	\$ -	\$ 14,410,000	0.0	0.0
18	Homeless and Housing Program	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	0.0	\$ -	\$ -		\$ -	\$ 1,324,000	\$ -	\$ 1,324,000	0.0	0.0
19	Homeless - DPSS	0.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0	0.0	\$ -	\$ -	\$ -	\$ -	\$ 106,000	\$ -	\$ 106,000	0.0	0.0
20	Total	1,536.0	\$ 451,198,000	\$ (30,856,000)	\$ (29,460,000)	\$ 2,572,000	\$ (57,744,000)	\$ 393,454,000	\$ 5,494,000	\$ 398,948,000	(235.0)	(100.0)	\$ (1,662,000)	\$ 16,300,000	\$ (5,494,000)	\$ 3,245,000	\$ 35,877,000	\$ 29,513,000	\$ 476,727,000	(141.0)	0.0

* ODR funds 6 Sheriff MET positions, 5 DMH MET positions, and 1 PD social worker.

Target Based on May Revised State Projection	
20% Reduction of Program Budget	(\$90,238,000)
Restore Difference of May Revised @ 19.1% vs. 20%	\$5,803,000
Restore w/ Projected One-Time Trust Balance	26,691,000
FY 20-21 Target Reduction	(\$57,744,000)

Projected Revenue to Support Budget	Annual Target Budget	Implementation Delay	Adjusted Budget
Ongoing Revenue	\$ 366,763,000	\$ -	\$ 366,763,000
One-Time Rev. for Ongoing Prog.	\$ 26,691,000	\$ -	\$ 26,691,000
One-Time Rev. for One-Time Cost	\$ -	\$ 5,494,000	\$ 5,494,000
Total Revenue	\$ 393,454,000	\$ 5,494,000	\$ 398,948,000

Projected Revenue to Support Budget	Final Target
Ongoing Revenue	\$ 369,164,000
One-Time Revenue for Ongoing Programs	\$ 42,173,000
One-Time Revenue for One-Time Costs (Columns R and S)	\$ 65,390,000
Total Revenue	\$ 476,727,000

- Assumptions:
- Departments submitted a 20% curtailment plan.
 - Difference between 20% reduction scenario of \$90.2M and May Revise projected shortfall of \$84.4M restored \$5.8M.
 - Target for Health Services and Public Health was increased \$6.0M and \$2.5M, respectively, based on historical underspending to minimize program impact and layoffs.
 - Use of projected on-going funding (#2 and #3 above) provided for restoration of DOJ Paragraph 34 Discharge Planning (\$3.6M) and balance was applied prorata to Sheriff (\$6.4M) and Probation (\$4.3M) for the original AB109 program plan.
 - Use of projected one-time trust funds were utilized to restore prorata program cuts to Probation (\$10.1M) and Sheriff (\$16.6M).

*For ODR, only restored 1.0 ODR PD position. Does not include restoration of 6.0 ODR Sheriff MET positions and 5.0 ODR DMH MET positions, as alternative funding sources were identified.
**Probation requested restoration of Housing & Services Contract to address increase in AB 109 Post Release Community Supervision population of approximately 2,700 (\$11.551M total department curtailment. \$3.245M contract request).
Note: \$26,424,760 in one-time AB 109 Community Corrections backfill allocated by the State to Los Angeles County.

Los Angeles County Public Safety Realignment
Overview of State Allocation and Funding Recommendations (September 2020)

Community Corrections Subaccount - Budget Status		
		County Forecast
		OngoingOne-time
1	FY 2020-21 State Allocation - Estimated	
2	Ongoing Base Budget from the State for FY 2019-20	418.5200.000
3	One-Time Prior Year Growth from the State for FY 2019-20	(49.356)0.000
4	Reserve Balance as of August 2020	0.000170.491
5	Subtotal FY 2020-21 Funding from the State - Estimated	369.164170.491
6		
7	Ongoing Base Budget allocated to departments in FY 2019-20	(424.863)0.000
8	Estimated Available Balance	(55.699)170.491
9		
10	FY 20-21 Adjustments:	
11	Recommended Budget: Base Funding Targets and Approved County Initiatives	
12	Ongoing Salary and Employee Benefit Cost of Living Adjustments (COLA)	(13.814)0.000
13	Sheriff - Homeless Outreach Services Team Time-Limited Funding Reversal	2.2000.000
14	Health Services ICHS - Paragraph 34 Year 1 Annualization	(6.128)0.000
15	Sheriff - Paragraph 34 Year 1 Annualization	(8.593)0.000
16	Cash Contingency Reserve ((\$369.164 FY 20-21 - \$407.826M FY 19-20) x 16%)	0.0000.000
17	ODR Allocation: 50% of new funds received in excess of PY budget (8/11/15 Board motion)	0.0000.000
18	One-Time Local Innovation Fund	0.0000.000
19	Subtotal	(26.335)0.000
20		
21	Final Changes: Base Funding Targets and Curtailments	
22	Ongoing Salary and Employee Benefit Cost of Living Adjustments (COLA)	1.6620.000
23	Curtailment	57.7440.000
24	Implementation Delay Funding	0.000(5.494)
25	Subtotal	59.406(5.494)
26		
27	Estimated Available Balance	(22.628)164.997
28		
29	Supplemental Changes: Approved County Initiatives	
30	District Attorney - Layoff Restoration	(0.146)0.000
31	ODR - Layoff Restoration (to be directly funded in Public Defender's budget)	(0.190)0.000
32	Probation - Community Based Services Contract	(3.245)0.000
33	Public Defender - Layoff Restoration	(0.274)0.000
34	Sheriff - Layoff Restoration	(15.690)0.000
35	Reverse Implementation Delay Funding No Longer Needed	0.0005.494
36	Subtotal	(19.545)5.494
37		
38	Estimated Available Balance	(42.173)170.491

Community Corrections Subaccount - Pending Items for Consideration		
39	Estimated Available Balance	(42.173)170.491
40		
41	FY 20-21 Considerations:	
42	Departmental Carryover Requests Recommended for Approval	
43	BOS CCJCC - Countywide AB 109 Evaluation	0.000(1.500)
44	BOS ISAB - Justice Automated Information Management Statistics	0.000(0.569)
45	Fire - S&S Purchases In Progress (Buses, Equipment, Tools, and Supplies)	0.000(2.675)
46	Fire - Replacement Tools and Personal Protective Equipment	0.000(0.059)
47	Health Services Administration - Community Health Worker Program	0.000(0.987)
48	Health Services ICHS - Medication Assisted Treatment (MAT)	0.000(5.807)
49	Health Services ICHS - Medical Providers Contract	0.000(0.036)
50	Health Services ICHS - Radiology Equipment	0.000(2.285)
51	Health Services ICHS - Substance Treatment and Reentry Transition (START)	0.000(0.011)
52	Health Services ICHS - START and MAT Evaluation	0.000(0.800)
53	Public Health - Administrative Oversight	0.000(0.775)
54	Public Health - Client Engagement and Navigation Services	0.000(0.101)
55	Public Health - Community Based Treatment Services	0.000(0.640)
56	Sheriff - Ballistic Vests	0.000(3.792)
57	Homeless - Health Services Administration - Interim Housing Capital Funding Pool	0.000(11.357)
58	Homeless - Health Services Administration - Strategy B3 - Expand Rapid Re-Housing	0.000(0.001)
59	Homeless - Health Services Administration - Strategy B7 - Interim Housing	0.000(1.307)
60	Homeless - Health Services Administration - Strategy C6 - Supplemental Security Income	0.000(0.545)
61	Homeless - Health Services Administration - Strategy D2 - Expand Jail In-Reach	0.000(1.200)
62	Homeless - Homeless and Housing Program - Strategy B7 - Interim Housing	0.000(0.412)
63	Homeless - Homeless and Housing Program - Strategy D2 - Expand Jail In-Reach	0.000(0.912)
64	Homeless - Public Social Services - Strategy B1 - Subsidized Housing	0.000(0.106)
65	Subtotal	0.000(35.877)
66		
67	Departmental New One-Time Requests Recommended for Approval	
68	Diversion and Re-Entry - Countywide Diversion	0.000(16.974)
69	Health Services ICHS - Substance Treatment and Reentry Transition (START)	0.000(3.816)
70	Health Services ICHS - Radiology Equipment	0.000(0.325)
71	Public Health - Client Engagement and Navigation Services	0.000(1.100)
72	Sheriff - Medication Assisted Treatment (MAT)	0.000(5.255)
73	Sheriff - Substance Treatment and Re-Entry Transition (START)	0.000(2.043)
74	Subtotal	0.000(29.513)
75		
76	Estimated Available Balance	(42.173)105.101

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$96,000

AUDITOR-CONTROLLER (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.
TOTAL				0	0	0	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$3,033,000

BOARD OF SUPERVISORS - COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Criminal Justice Research and Evaluation Program Reflects one-time carryover funds for the Countywide AB 109 program evaluation.	1,500,000	0	0	1,500,000	0.0	APPROVE	Probation, CCJCC, and the PSRT Steering Committee have been working closely with CIO staff on evaluation efforts for the past year, and CIO staff is currently finalizing the first in a series of studies on AB 109. This effort has been foundational to continuing evaluation work. Data infrastructure has been strengthened, and the expectation among stakeholders has been that this will be an ongoing engagement for evaluation purposes. Additional studies are planned with CIO for FY 2020-21 and beyond. Yhr availability of resources to support those efforts and build on phase 1 are critical in order to proceed. The \$1.5 million carryover request is based on work already done, continuing plans for future evaluation, and our need to accommodate changing evaluation demands.
TOTAL				1,500,000	0	0	1,500,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$569,000

BOARD OF SUPERVISORS - INFORMATION SYSTEMS ADVISORY BODY (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Justice Automated Information Management System (JAIMS) Reflects one-time carryover funding for the Probation Data Analytics - Phase II under JAIMS.	569,000	0	0	569,000	0.0	APPROVE	The funding will assist in the development and the implementation phase of this project which will streamline, aggregate data, and provide quality assessments. Phase II will assist in expanding upon the potential impacts experienced throughout the County (positive and negative) as a result of the State of California initiated programs. ISAB is expected to complete the project by January 2021.
TOTAL				569,000	0	0	569,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$12,000

CHIEF EXECUTIVE OFFICE (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
	1	AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.
TOTAL				0	0	0	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$0

DISTRICT ATTORNEY (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.
TOTAL				0	0	0	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$0

DIVERSION AND RE-ENTRY (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Countywide Diversion Reflects funding to allow ODR to continue programming specifically designed to support criminal justice diversion for community-based treatment and housing for AB 109 clients who have serious mental health issues and substance use disorder.	16,974,000	0	16,974,000	0	0.0	APPROVE	ODR was created by the Board on 9/1/15 to oversee and coordinate all countywide diversion efforts including community-based treatment and housing for persons with serious mental illness and/or substance use disorders who encounter the justice system. This includes contracted services for permanent and interim housing, rental subsidies and move in assistance; anti-recidivism programs; Sobering Center; administrative support; Crisis Intervention Center; Mental Evaluation Team; residential treatment services; and case management services. As such, approval of this request will allow ODR to continue implementing/operating these types of programs.
TOTAL				16,974,000	0	16,974,000	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$2,734,000

FIRE DEPARTMENT (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Purchases in Progress Reflects one-time carryover funding for several purchases in progress, including crew buses, camp equipment, tools, and supplies.	2,675,000	0	0	2,675,000	0.0	APPROVE	<p>\$1,703,000 for crew buses that were purchased in FY 2017-18 and FY 2019-20 are expected to be delivered in FY 2020-21.</p> <p>\$78,000 for camp equipment purchased in FY 2019-20 and are expected to be delivered in FY 2020-21.</p> <p>\$894,000 for S&S for equipment, tools, and supplies that were purchased in FY 2019-20 and are expected to be delivered in FY 2020-21.</p> <p>Revenue will be claimed after items are delivered and paid.</p>
2		AB109	Replacement Tools and Personal Protective Equipment: Reflects one-time carryover funding for wildland PPE and tools.	59,000	0	0	59,000	0.0	APPROVE	<p>Wildland PPE: \$24,000 Tools: \$35,000</p> <p>Requested supplies are essential to camp operations.</p>
TOTAL				2,734,000	0	0	2,734,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$1,072,000

HEALTH SERVICES ADMINISTRATION (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Community Health Worker Program Reflects carryover of unspent one-time funds to continue supporting staff stationed inside the jail facilities that work with inmates experiencing medical conditions, mental health issues, substance use disorders, homelessness, and other issues in order to implement participant reentry plans and facilitate connections to community services upon release.	987,000	0	0	987,000	0.0	APPROVE	Carryover funding will allow DHS/HSA to continue an existing program that serves AB 109 inmates with various medical and behavioral health issues.
TOTAL				987,000	0	0	987,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$8,692,000

HEALTH SERVICES HOSPITALS (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
	1	AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.
TOTAL				0	0	0	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$13,079,000

HEALTH SERVICES INTEGRATED CORRECTIONAL HEALTH SERVICES (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Medication Assisted Treatment (MAT) (Parallel Request with Sheriff) Reflects carryover of unspent one-time AB 109 funds that were previously provided to support implementation of MAT services is response to a 8/14/18 Board motion instructing the Health Agency to implement strategies to expand MAT treatment for inmate patients. MAT will provide inmates access to federally approved medications to treat alcohol and/or opioid dependence and assist with withdrawal symptoms and cravings.	5,807,000	0	0	5,807,000	11.0	Approve	<p>This request is in response to a 8/14/18 Board motion instructing the Health Agency to implement strategies to expand MAT treatment for inmate patients inside the jails and is aligned with the Health Agency's 1/22/19 report back that provided five strategies to expand MAT treatment for County jail inmates.</p> <p>Possible realignments of on-going program allocations and/or on-going NCC, which are currently being evaluated based on operational needs, are anticipated to support the 11.0 positions that were added in FY 19-20, then reversed in FY 2020-21 Recommended Budget for this program in future FYs.</p>

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$13,079,000

HEALTH SERVICES INTEGRATED CORRECTIONAL HEALTH SERVICES (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
2		AB109	Substance Treatment and Reentry Transition (START) Reflects funding to support the continuation of the START program, which provides pre-release care to AB 109 inmates with substance use disorders (SUD). Carryover funding will allow ICHS to continue an existing program that provides direct SUD treatment services by delivering group and individual sessions, case management, and re-entry transition planning.	3,827,000	0	3,816,000	11,000	0.0	APPROVE	<p>This adjustment will support the utilization of available funding based on operational needs and is not expected to negatively impact the Paragraph 34 program as the program is fully funded with on-going funding in FY 20-21.</p> <p>\$6M in one-time funding was provided to ICHS in FY 17-18 to implement this program. As the one-time funds were exhausted in FY 18-19, \$5M in one-time funding was provided to ICHS in FY 19-20 to continue the program. As this funding was nearly exhausted in FY 19-20, additional funding is needed to sustain the existing program. Continued funding for the program is crucial as studies have shown that approximately 70% of local jail population meet the diagnostic criteria for SUD and START is the only program that currently provides SUD treatment within the County jails.</p> <p>Based on prior service/cost data, the FY 20-21 recommended funding level is expected to support approximately 380 program slots, which is lower than the level of services in FY 19-20 (i.e. 500 program slots); however, as this program is on hold during the COVID pandemic, the program may be able to support the current level of service upon reinstatement of the program.</p>
3		AB109	Radiology Equipment Replacement Reflects carryover of unspent one-time AB 109 funds to support replacement of three x-ray machines within various jail facilities that are past their end of life cycle.	2,610,000	0	325,000	2,285,000	0.0	APPROVE	<p>Funding is needed to replace 3 x-ray machines that are past their 8/31/19 end of life cycle (located at Century Regional Detention Facility - 1 and Twin Towers Correctional - 2). The third party support contracts for current x-rays are costly and the downtime of the equipment would negatively affect operational workflow as well as overall diagnostic services needed to properly treat ICHS patients.</p>

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$13,079,000

HEALTH SERVICES INTEGRATED CORRECTIONAL HEALTH SERVICES (Community Corrections Subaccount)									
Revenue Offset									
Dept. Priority	Adj. Type	Adjustment Title/Description	Revenue	Ongoing	New One-Time	One-Time Carryover	Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
4	AB109	START and MAT Evaluation plus Technical Assistance Reflects carryover of unspent AB 109 funds to support contracts for evaluation services for START and MAT programs as well as technical assistance services necessary to inform implementation of the MAT program.	800,000	0	0	800,000	0.0	APPROVE	Evaluation services are necessary in order to determine program impact and will look at treatment admission, completions, linkages to community-based treatment services upon release, compliance with MAT, and recidivism rates. Technical assistance services are necessary in order to guide and assist ICBS in developing policies and procedures for the MAT program in order to effectively implement and deliver MAT in the complex correctional health system.
5	AB109	Medical Providers Contract Reflects carryover of unspent AB 109 funds to continue to support a 8/13/19 Board approved contract with Urgent Care Associates (UCA) for medical providers that are deployed to support integrated health, public health, and mental health services in the jails.	36,000	0	0	36,000	0.0	APPROVE	UCA provides a Site Contract Director and medical providers that deliver medically necessary health care services under the direction of the ICBS director to the inmate population at County jail facilities. UCA is a valued ICBS partner in meeting ICBS' goals to improve patient outcomes, and reduce the need for hospitalizations and emergency services. This Agreement was extended for 1 year to provide ICBS time needed to add staff positions that were lost through attrition.
TOTAL			13,080,000	0	4,141,000	8,939,000	11.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$8,777,000

MENTAL HEALTH (Community Corrections Subaccount)											
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments	
					Ongoing	New One-Time	One-Time Carryover				
	1	AB109	N/A		0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.
TOTAL					0	0	0	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$0

PROBATION (Community Corrections Subaccount)									
				Revenue Offset					
Dept. Priority	Adj. Type	Adjustment Title/Description	Revenue	Ongoing	New One-Time	One-Time Carryover	Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
1	AB109	Community Based Services Contract Reflects one-time funding for the CBO Services - HealthRight 360 (HR360) contract, which provides affordable housing, food/nutrition, and employment services to the AB109 Post Release Community Supervision (PRCS) population.	3,245,000	0	3,245,000	0	0.0	APPROVE	There is a critical need for these services for the PRCS population as the State has initiated early release of 8,000 to 12,000 prisoners due to the COVID-19 pandemic. The \$13.2M ongoing contract budget was fully curtailed in Final Changes, and partially backfilled with \$9.995M in one-time funding. The \$3.245M request reflects the full one-time restoration of the contract budget.
TOTAL			3,245,000	0	3,245,000	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$246,000

PUBLIC DEFENDER (Community Corrections Subaccount)										
			Revenue Offset				Position Changes	Budget Analyst Recommendation	Budget Analyst Comments	
Dept. Priority	Adj. Type	Adjustment Title/Description	Revenue	Ongoing	New One-Time	One-Time Carryover				
1	AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.	
TOTAL			0	0	0	0	0.0			

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$2,617,000

PUBLIC HEALTH (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Community Based Treatment Services Reflects carryover of \$0.640M in unspent AB 109 funds to continue to support community based treatment services. \$1.1M in unspent AB 109 funds for community based treatment services are recommended to be realigned to CENS based on operational needs. SUD treatment services are administered based on the American Society of Addiction Medicine (ASAM) Assessment Criteria and medical necessity. Available treatment services include outpatient (OP), intensive outpatient (IOP), opioid (narcotic) treatment program (OTP), withdrawal management (WM), medication-assisted treatment (MAT), multiple levels of residential (RS), including room and board, case management, recovery support services, and Recovery Bridge Housing.	640,000	0	0	640,000	0.0	APPROVE	This funding will support continuing the program at FY 19-20 spending/service levels (\$4.2M allocated in FY 20-21; \$4.2M spent in FY 19-20) as FY 20-21 curtailments have reduced on-going funds for the program to pre-FY 19-20 historical spending/service levels.
2		AB109	Client Engagement and Navigation Services (CENS) Reflects funding for community based treatment services to the CENS program to continue to support CENS. CENS provides substance use disorder (SUD) screenings, brief interventions, case management, and referrals to SUD treatment, and serve as liaisons between AB 109 clients involved with Probation and Courts and the specialty SUD system.	1,201,000	0	1,100,000	101,000	0.0	APPROVE	This funding will support continuing the program at FY 19-20 spending/service levels (\$3.6M allocated in FY 20-21; \$3.7M spent in FY 19-20) as FY 20-21 curtailments have reduced on-going funds for the program to pre-FY 19-20 historical spending/service levels. Based on prior data provided by the department, \$3.6M level of funding would support approximately 23 FTE CENS staff.

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$2,617,000

PUBLIC HEALTH (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
3		AB109	Administrative Oversight Reflects carryover of unspent AB 109 funds to continue to support administrative oversight of DPH’s AB 109 programs. This funding supports administrative services and supplies and salaries and employee benefits, as well as the administrative cost of the Electronic Health Records system and the Treatment Court Probation Exchange (TCPX) system.	775,000	0	0	775,000	0.0	APPROVE	This funding will support continuing the program at FY 19-20 spending/service levels (\$2.6M allocated in FY 20-21; \$2.4M spent in FY 19-20) as FY 20-21 curtailments have reduced on-going funds for the program to pre-FY 19-20 historical spending/service levels.
TOTAL				2,616,000	0	1,100,000	1,516,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Budget to Paid: \$3,792,000
FY 2019-20 Claimed to Paid: (\$27,690,000)

SHERIFF (Community Corrections Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset		Position Changes	Budget Analyst Recommendation	Budget Analyst Comments	
					Ongoing	New One-Time				One-Time Carryover
1		AB109	Ballistic Vest Replacement Program Reflects one-time AB109 savings carryover for services and supplies needed for the program.	3,792,000	0	0	3,792,000	0.0	APPROVE	Unused AB109 funds for ballistic vest replacement (\$7.288M balance as of start of FY 2019-20 less expense of \$3.496M) as reported on FY 2019-20 4th Quarter AB 109 claim.
2		AB109	Medication Assisted Treatment (MAT) Program (Parallel Request with ICHS) Reflects an increase of 31.0 positions and AB109 funding for continuation of the MAT program. Sheriff personnel provides security for the ICHS personnel assigned to MAT.	5,255,000	0	5,255,000	0	31.0	APPROVE	ICHS has confirmed it intends to move forward with the program by using it unspent AB109 funds as one-time carryover for FY 2020-21. Department requested carryover funding. Although program has underspend, the department does not. Therefore, this request has been adjusted from carryover to new one-time funding.
3		AB109	Substance Treatment and Re-entry Transition (START) Program (Parallel Request with ICHS) Reflects an increase of 17.0 Custody Assistant positions and AB109 funding for continuation of the START program. Sheriff personnel provides security for the ICHS personnel assigned to START.	2,043,000	0	2,043,000	0	17.0	APPROVE	ICHS has confirmed it intends to move forward with the program by using it unspent AB109 funds as one-time carryover for FY 2020-21. Department requested carryover funding. Although program has underspend, the department does not. Therefore, this request has been adjusted from carryover to new one-time funding.
TOTAL				11,090,000	0	7,298,000	3,792,000	48.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$0

WORKFORCE DEVELOPMENT, AGING, & COMMUNITY SERVICES (Community Corrections Subaccount)										
Dept. Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments	
				Ongoing	New One-Time	One-Time Carryover				
1	AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.	
TOTAL			0	0	0	0	0.0			

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$14,409,000

HEALTH SERVICES ADMINISTRATION (Community Corrections Subaccount - Homeless)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Interim Housing Capital Funding Pool (IHCFP) Reflects the carryover of unspent one-time funds that were previously provided to create an IHCFP, as directed by the Board via a 8/14/18 Board motion.	11,357,000	0	0	11,357,000	0.0	APPROVE	<p>This carryover request will support the Board approved IHCFP and is aligned with the 8/14/18 Board motion directing the creation of the IHCFP as well as the 10/2/18 CEO report back that provided a funding plan for the IHCFP.</p> <p>Based on the 10/2/18 CEO report back, the IHCFP will include a total of \$50.0M, which includes this request.</p> <p>The Los Angeles Homeless Services Authority's 2018 Housing Gaps Analysis identified a need for 3,250 additional interim housing beds and the Board approved Measure H funding for the operation of this number of additional interim housing beds on 5/15/18. Although some of the additional beds did not require capital funding from the County and previously-approved Measure H capital funding for interim housing will support over 500 new beds, additional capital funding was needed to bring on a portion of these new beds, particularly for strategic projects and projects in difficult to serve regions of the County. As such, the Board directed the creation of a IHCFP to support these needs. Based on the 10/2/18 CEO report back, these AB 109 funds have been identified to support the IHCFP.</p>
2		AB109	Homeless Initiative Strategy B7 (Interim/Bridge Housing for Those Exiting Institutions) Reflects carryover of unspent one-time funds to continue providing interim/bridge housing for individuals exiting institutions, a HI strategy to combat homelessness.	1,307,000	0	0	1,307,000	0.0	APPROVE	Carryover funding will allow DHS/HSA to continue supporting Strategy B7 (Interim/Bridge Housing for Those Exiting Institutions) of the HI.

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$14,409,000

HEALTH SERVICES ADMINISTRATION (Community Corrections Subaccount - Homeless)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
	3	AB109	Homeless Initiative Strategy D2 (Expand Jail In-Reach) Reflects carryover of unspent one-time funds to continue expanding supportive services to inmates, a HI strategy to combat homelessness.	1,200,000	0	0	1,200,000	0.0	APPROVE	Carryover of unspent one-time funds will allow DHS/HSA to continue expanding supportive services to inmates.
	4	AB109	Homeless Initiative Strategy C6 (Targeted Supplemental Security Income (SSI) Advocacy for Inmates) Reflects carryover of unspent one-time funds to continue SSI advocacy efforts for homeless inmates, a HI strategy to combat homelessness.	545,000	0	0	545,000	0.0	APPROVE	Carryover funding will allow DHS/HSA to continue SSI advocacy efforts for homeless inmates.
	5	AB109	Homeless Initiative Strategy B3 (Expand Rapid Re-Housing) Reflects carryover of unspent one-time funds to continue expansion of rapid re-housing, a HI strategy to combat homelessness.	1,000	0	0	1,000	0.0	APPROVE	Carryover funding will allow DHS/HSA to continue supporting Strategy B3 (Partner with Cities to Expand Rapid Re-Housing) of the HI.
TOTAL				14,410,000	0	0	14,410,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$1,324,000

HOMELESS AND HOUSING PROGRAM (Community Corrections Subaccount - Homeless)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Homeless Initiative Strategy B7 (Interim/Bridge Housing for Those Exiting Institutions) Reflects one-time carryover to continue providing interim/bridge housing for those exiting institutions.	412,000	0	0	412,000	0.0	APPROVE	The carryover request reflects the remaining balance from the Board-approved Homeless and Housing Program allocation.
2		AB109	Homeless Initiative Strategy D2 (Expand Jail In-Reach) Reflects one-time carryover to continue the expansion of jail in-reach.	912,000	0	0	912,000	0.0	APPROVE	The carryover request reflects the remaining balance from the Board-approved Homeless and Housing Program allocation.
TOTAL				1,324,000	0	0	1,324,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$106,000

PUBLIC SOCIAL SERVICES - ASSISTANCE (Community Corrections Subaccount - Homeless)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Homeless Initiative Strategy B1 (Subsidized Housing to Those Pursuing Supplemental Security Income) Reflects one-time carryover to continue providing subsidized housing to homeless disabled individuals pursuing SSI.	106,000	0	0	106,000	0.0	APPROVE	The carryover request reflects the remaining balance from the Board-approved Homeless and Housing Program allocation.
TOTAL				106,000	0	0	106,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
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MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$106,000

Sheriff (Community Corrections Subaccount - Homeless)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	N/A	0	0	0	0	0.0	N/A	Department was not approved for any ongoing or one-time AB 109 Community Corrections funding.
TOTAL				0	0	0	0	0.0		

LOS ANGELES COUNTY PUBLIC SAFETY REALIGNMENT (AB 109)
Overview of State Allocation and Funding Recommendations (September 2020)

District Attorney and Public Defender Subaccount		
		County Forecast
		Ongoing One-time
1	FY 2020-21 State Allocation - Estimated	
2	Ongoing Base Budget from the State for FY 2019-20	13.010 0.000
3	One-Time Prior Year Growth from the State for FY 2019-20	(1.285) 0.000
4	Reserve Balance as of August 2020	0.000 21.263
5	Subtotal FY 2020-21 Funding from the State	11.725 21.263
6		
7	Ongoing Base Budget Allocated to Departments in FY 2019-20	(12.163) 0.000
8	Estimated Available Balance	(0.438) 21.263
9		
10	FY 20-21 Requests:	
11	Recommended Budget: Base Funding Targets and Approved County Initiatives	
12	Ongoing Salary and Employee Benefit Cost of Living Adjustments (COLA)	(0.474) 0.000
13	Cash Contingency Reserve ((\$11.725M FY 20-21 total - \$12.685M FY 19-20 total) x 16%)	0.000 0.000
14	One-Time Local Innovation Fund	0.000 0.000
15	Subtotal	(0.474) 0.000
16		
17	Estimated Available Balance	(0.912) 21.263
18		
19	Final Changes: Base Funding Targets and Curtailments	
20	Ongoing Salary and Employee Benefit Cost of Living Adjustments (COLA)	0.345 0.000
21	Subtotal	0.345 0.000
22		
23	Estimated Available Balance	(0.567) 21.263
24		
25	Supplemental Changes: Approved County Initiatives	
26	N/A	0.000 0.000
27	Subtotal	0.000 0.000
28		
29	Estimated Available Balance*	(0.567) 21.263

* Deficit addressed through use of one-time trust

District Attorney and Public Defender Subaccount - Items for Consideration		
30	Estimated Available Balance	(0.567) 21.263
31		
32	FY 20-21 Considerations:	
33	Departmental Carryover Requests	
34	Public Defender - Client Case Management System (Approved)	0.000 (0.170)
35	Subtotal	0.000 (0.170)
36		
37	Estimated Available Balance	(0.567) 21.093

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$199,000

ALTERNATE PUBLIC DEFENDER (District Attorney and Public Defender Subaccount)										
Dept. Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments	
				Ongoing	New One-Time	One-Time Carryover				
1	AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.	
TOTAL			0	0	0	0	0.0			

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$0

DISTRICT ATTORNEY (District Attorney and Public Defender Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	N/A	0	0	0	0	0.0	N/A	Department did not request any ongoing or one-time AB 109 Community Corrections funding.
TOTAL				0	0	0	0	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$1,048,000

PUBLIC DEFENDER (District Attorney and Public Defender Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Revocations Unit Reflects a one-time carryover of \$170,000 for the AB 109 module of the Client Case Management System (CCMS).	170,000	0	0	170,000	0.0	APPROVE	<ul style="list-style-type: none">• For the development and implementation of CCMS functionality specific to AB 109.• Budgeted in 2017-18 and was encumbered but not spent.
TOTAL				170,000	0	0	170,000	0.0		

Los Angeles County Public Safety Realignment
Overview of Local Innovation Fund Funding Recommendations (September 2020)

Local Innovation Subaccount - Budget Status		
		County Forecast
		One-time
1	FY 2020-21 State Allocation	
2	Local Innovation Fund Balance as of FY 2019-20	8.432
3	One-Time Prior Year Growth from the State for FY 2019-20	0.000
4	Subtotal FY 2020-21 Funding from the State	8.432
5		
6	Available Balance	8.432

Local Innovation Subaccount - Items for Consideration		
7	Available Balance	8.432
8		
9	FY 20-21 Considerations	
10	Departmental Carryover Requests	
11	DMH - Family Assistance Program	(0.151)
12	WDACS - Jail-Based Job Center Pilot Program (Year 1 of 2)	(1.000)
13	Subtotal	(1.151)
14		
15	Available Balance	7.281

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$495,000

MENTAL HEALTH (Local Innovation Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Family Assistance Program (FAP) Reflects a recommendation to carryover a portion of the burial funding of the Family Assistance Program which is aimed at offering and providing families, who lost a loved one through a Los Angeles County Sheriff's Department (LASD/Sheriff) deputy's fatal use of force or in-custody death with financial support for burial costs.	151,000	0	0	151,000	0.0	APPROVE	Recommending carryover funding to allow DMH to fulfill commitments to families who were participating in the FAP Program in FY 2019-20 and were set to receive reimbursement of burial costs but were not paid due to timing.
TOTAL				151,000	0	0	151,000	0.0		

COUNTY OF LOS ANGELES
BUDGET PHASE: SUPPLEMENTAL CHANGES (AB 109)
FISCAL YEAR 2020-21 DETAILED PROGRAM SUMMARY BY DEPARTMENT

CO	Carryover
AFB	Available Fund Balance
NCC	Net County Cost Changes
MC	Ministerial Changes
RO	Revenue Offset Funding
SBI	State Budget Impact
AB109	Revenue Offset - AB109

FY 2019-20 Surplus: \$1,000,000

WORKFORCE DEVELOPMENT, AGING, AND COMMUNITY SERVICES (Local Innovation Subaccount)										
Dept.	Priority	Adj. Type	Adjustment Title/Description	Revenue	Revenue Offset			Position Changes	Budget Analyst Recommendation	Budget Analyst Comments
					Ongoing	New One-Time	One-Time Carryover			
1		AB109	Jail-Based Job Center Pilot Program (Year 1 of 2) Reflects carryover funding for Year 1 of 2 of WDACS' Jail-Based Job Center pilot program at Century Regional Detention Facility for female inmates. Program will provide career training in culinary arts, construction, and technology	1,000,000	0	0	1,000,000	0.0	APPROVE	Carryover request reflects unspent funding that was approved for an existing program. In Supplemental Changes FY 2019-20, WDACS was allocated \$1M total (Admin \$200k and Assistance \$800k) from the AB 109 Local Innovation Fund for Year 1 of the program. However, WDACS did not commence program services in FY 2019-20 due to COVID-19. This pilot program is tied to a Board Motion dated June 25, 2019.
TOTAL				1,000,000	0	0	1,000,000	0.0		

Los Angeles County Public Safety Realignment (AB 109)
FY 2020-21 Final Adopted Budget Summary

A	B	C	D	E = C+D
1	Community Corrections (R_8944)	Ongoing	One-time	Total Budget
2	Auditor-Controller	\$ 220,000	\$ -	\$ 220,000
3	Board of Supervisors - CCJCC	\$ 220,000	\$ 1,500,000	\$ 1,720,000
4	Board of Supervisors - ISAB	\$ 1,658,000	\$ 569,000	\$ 2,227,000
5	Chief Executive Office	\$ 240,000	\$ -	\$ 240,000
6	District Attorney	\$ 710,000	\$ -	\$ 710,000
7	Diversion and Re-Entry	\$ 18,414,000	\$ 16,974,000	\$ 35,388,000
8	Fire District	\$ 4,036,000	\$ 2,734,000	\$ 6,770,000
9	Health Services - Administration	\$ 453,000	\$ 987,000	\$ 1,440,000
10	Health Services - Hospital Funds	\$ 3,784,000	\$ -	\$ 3,784,000
11	Health Services - ICHS	\$ 13,757,000	\$ 13,080,000	\$ 26,837,000
12	Mental Health	\$ 14,034,000	\$ -	\$ 14,034,000
13	Probation	\$ 107,508,000	\$ 13,345,000	\$ 120,853,000
14	Public Defender	\$ 1,878,000	\$ -	\$ 1,878,000
15	Public Health	\$ 7,834,000	\$ 2,616,000	\$ 10,450,000
16	Sheriff	\$ 194,411,000	\$ 39,918,000	\$ 234,329,000
17	WDACS - Administration	\$ 7,000	\$ -	\$ 7,000
18	Community Corrections Subtotal	\$ 369,164,000	\$ 91,723,000	\$ 460,887,000
19	Homeless Operations (R_8944)	Ongoing	One-time	Total Budget
20	Homeless and Housing Program	\$ -	\$ 1,324,000	\$ 1,324,000
21	Health Services - Administration	\$ -	\$ 14,410,000	\$ 14,410,000
22	Health Services - ICHS	\$ -	\$ -	\$ -
23	Public Social Services	\$ -	\$ 106,000	\$ 106,000
24	Homeless Operations Subtotal	\$ -	\$ 15,840,000	\$ 15,840,000
25	Community Corrections Plus Homeless Operations Subtotal	\$ 369,164,000	\$ 107,563,000	\$ 476,727,000
26	District Attorney and Public Defender (R_8947)	Ongoing	One-time	Total Budget
27	Alternate Public Defender	\$ 1,263,000	\$ -	\$ 1,263,000
28	District Attorney	\$ 7,146,000	\$ -	\$ 7,146,000
29	Public Defender	\$ 3,834,000	\$ 170,000	\$ 4,004,000
30	Trial Court Operations - Conflict Panel	\$ 49,000	\$ -	\$ 49,000
31	District Attorney and Public Defender Subtotal	\$ 12,292,000	\$ 170,000	\$ 12,462,000
32	Total AB 109 Budget (Community Corrections plus DA/PD)	\$ 381,456,000	\$ 107,733,000	\$ 489,189,000
33	Local Innovation Fund (R_8956)	Ongoing	One-time	Total Budget
34	Mental Health	\$ -	\$ 151,000	\$ 151,000
35	WDACS - Administration	\$ -	\$ 200,000	\$ 200,000
36	WDACS - Assistance	\$ -	\$ 800,000	\$ 800,000
37	Local Innovation Fund Subtotal	\$ -	\$ 1,151,000	\$ 1,151,000
38	Total AB 109 Budget (Including Local Innovation Fund)	\$ 381,456,000	\$ 108,884,000	\$ 490,340,000

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DIVERSION AND RE-ENTRY (ODR)					
2020-21 Adopted Budget	123,701,000	9,600,000	59,700,000	54,401,000	0.0
1. ODR Housing Budget Alignment: Reflects an appropriation increase, fully offset with funding from ODR's reserve account, to support efforts to right-size the ODR Housing Program budget based on actual experience. (4-VOTES)	28,952,000	--	--	28,952,000	--
2. Carryover of Prior-Year Savings: Reflects the carryover of prior-year net County cost (NCC) savings to support existing programs and operations. (4-VOTES)	1,430,000	--	--	1,430,000	--
3. Assembly Bill (AB) 109: Reflects the recognition of additional one-time AB 109 funding to support ODR's existing programs. (4-VOTES)	15,823,000	--	15,823,000	--	--
4. Ministerial Changes: Reflects various ministerial changes, including the recognition of an additional \$4.692 million in one-time Senate Bill 678 and Affordable Housing funding to support ODR's existing programs, the addition of \$0.241 million in one-time NCC to support consultant services related to the potential closure of Men's Central Jail, and the realignment of existing appropriation based on operational needs. (4-VOTES)	4,692,000	2,907,000	1,544,000	241,000	--
5. Transfer of Funding to Reserve Account: Reflects the transfer of funding, largely due to the availability of one-time funding, to ODR's reserve account, primarily to support housing subsidies over a multi-year period. (3-VOTES)	(24,142,000)	--	--	(24,142,000)	--
Total Changes	26,755,000	2,907,000	17,367,000	6,481,000	0.0
2020-21 Supplemental Changes	150,456,000	12,507,000	77,067,000	60,882,000	0.0