



BRANDON T. NICHOLS
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

510 S. Vermont Avenue, Los Angeles, California 90020
(213) 351-5602



Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 12, 2023

34 September 26, 2023

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE COMMERCIAL
SEXUAL EXPLOITATION ADVOCACY SERVICES
(ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to execute two new contracts for Commercial Sexual Exploitation (CSE) Advocacy Services throughout the six First Responder Protocol (FRP) areas.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute contracts with agencies listed in Attachment A to provide CSE Advocacy Services to Commercially Sexually Exploited Children (CSEC), and at-risk children, youth, and Non-Minor Dependents, and execute contracts substantially similar to Attachment B. The term of the contracts will be effective October 1, 2023 through September 30, 2024, for the initial year, with the option to extend for two one-year periods from October 1, 2024 through September 30, 2026. The Maximum Annual Contract Amount is \$2,000,000, and if all optional extensions are exercised, the maximum anticipated expenditure for the CSE Advocacy Services is \$6,000,000, financed using 90 percent Senate Bill (SB) 855 funds and 10 percent Healthier Communities, Stronger Families, and Thriving Children (HST) funds.
2. Delegate authority to the Director of DCFS, or designee, to exercise the two one-year extension options by written notice or amendment, provided that: a) sufficient

"To Enrich Lives Through Effective and Caring Service"

funding is available; b) County Counsel approval is obtained; and c) Director of DCFS, or designee, notifies the Board and Chief Executive Office (CEO), in writing, within ten business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contracts to make necessary changes involving budget, budget narrative, carry-over or unspent funds to meet unanticipated demands; and to increase or decrease the Maximum Contract Amount by no more than ten percent to accommodate any unanticipated increase or decrease to units of service provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) DCFS notifies the Board and CEO, in writing, within ten business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract for non-material and programmatic changes to the Statement of Work, Terms and Conditions and any of its Exhibits provided that: a) County Counsel approval is obtained; and b) DCFS notifies the Board and CEO, in writing, within ten business days of execution.
5. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contracts for any revisions necessitated by changes to County, State, or Federal requirements, or to meet programmatic needs, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) DCFS notifies the Board and CEO, in writing, within ten business days after execution.
6. Delegate authority to the Director of DCFS, or designee, to terminate the contract with Contractors upon their request, and those that are in default of their contract requirement, for contractor default or for convenience of the County, provided that: a) County Counsel approval is obtained prior to termination of contract; and b) DCFS notifies the Board and the CEO, in writing, within ten business days of such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to assist children and youth who are identified as, or at risk of being, commercially sexually exploited. The new contracts will be for an initial one-year contract term starting on October 1, 2023 through September 30, 2024, and two optional one-year extension periods through September 30, 2026.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan, Goal I: Make Investments That Transform Lives; Strategy I.1.1, Promote Supportive Parenting, Strategy I.2.8, Address the Needs of Victims of Child Sex Trafficking and Strategy I.2.9, Support the Long Term Success of Transitional Aged Youth.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Budget is \$2,000,000 for the contract year, shared amongst the two contracts, and is financed by the SB 855 and HST funds. Funding is included in the Fiscal Year (FY) 2023-24 Adopted Budget, and will be included for subsequent FYs in the Department's future budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CSEC program, authorized by SB 855, added Welfare and Institutions Code Section 16524.6 – 16524.11 to assist in the prevention and intervention of CSEC and youth who are at-risk of becoming commercially sexually exploited.

The SB 855 authorizes the use of CSEC program funding for prevention and intervention activities and services. The bill requires the provision of training for the County of Los Angeles' DCFS Children's Social Workers and Probation Department's Deputy Probation Officers to identify, intervene, and provide case management services to children who are victims of, or at risk of, commercial sexual exploitation and the training of primary caregivers for the prevention and identification of potential victims. The bill requires that the Child Welfare Services/Case Management System is capable of collecting data concerning children who are commercially sexually exploited, as specified. The bill also requires counties that opted into the CSEC program to develop an inter-agency protocol to be utilized in serving commercially sexually exploited children who have been adjudged to be a dependent child of the juvenile court.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract. The provisions of County Code Chapter 2.121 do not apply to this contract because these services cannot be performed by County employees, as they require resources that are not available in the County system.

The Board Letter was reviewed by County Counsel and the CEO. County Counsel approved the contracts (Attachment B) as to form.

CONTRACTING PROCESS

On May 5, 2022, DCFS released a Request for Proposals (RFP) for Advocacy Services for Children and Youth Impacted by Commercial Exploitation. The RFP announcement was posted on the Internal Services Department and DCFS websites. The Virtual Proposer's Conference was held on May 26, 2022, via Microsoft Teams. On June 28, 2022, five proposals were received by the due date.

The virtual evaluator training was conducted on August 11, 2022, via Microsoft Teams. All the evaluators signed and dated the Confidentiality and Disclosure Agreement and Certification of No Bias/Conflict of Interest Forms. The Responsiveness Review and Reference checks were conducted between July 11, 2022 and September 14, 2022. One proposal was disqualified as a result of the responsiveness review. The virtual Informed Average Meetings were conducted via Microsoft Teams, from August 31, 2022 and September 7, 2022, and were successfully completed on September 7, 2022.

There were two Debriefing meetings and two proposers submitted a Proposer's Contractor Selection Review (PCSR) request. The PCSRs were conducted by personnel that were not involved in the solicitation process. The reviewers of the PCSRs determined that all assertions were unfounded. The results of the PCSR were e-mailed to the proposers, along with the Transmittal Form to Request a County Independent Review (CIR), which is the final step of the appeals process. The two proposers requested a CIR, where an independent reviewer found the proposer's assertions to have no merit.


IMPACT ON CURRENT SERVICES

Approval of the CSE Advocacy Services will allow the Department to continue to provide CSE Advocacy Services for children and youth who are identified as, or at risk of being, commercially sexually exploited.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of the Board letter and attachments to the Department of Children and Family Services.

Respectfully submitted,


BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:CP:MJP:em

Attachments

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

COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES

**LIST OF AGENCIES
WITH COVERAGE AREAS**

SERVICE PLANNING AREA (SPA)	SUPERVISORIAL DISTRICT (SD)	NAME OF AGENCY	Contract Periods			MAXIMUM CONTRACT AMOUNT
			10/1/23 to 9/30/24	10/1/24 to 9/30/25	10/1/25 to 9/30/26	
1,2,4	1,2,4	Vista Del Mar Child and Family Services	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$3,000,000.00
3,5,6	3,5,6	Optimist Boy's Home and Ranch, Inc.	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$3,000,000.00
Annual Amount			\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	-
MAXIMUM CONTRACT AMOUNT:						\$6,000,000.00

While agencies are expected to provide FRP responses within 90 minutes for youth recovered in their area, awarded FRP agencies are also expected to services provide ongoing advocacy services for youth, wherever they may reside or move to in Los Angeles County, as continuity of services is deemed a critical component of the CSE Advocacy Program. Awarded agencies are expected to receive CSE Advocacy referrals based on needs of the youth in order to ensure that identified youth in Los AngelesCounty have access to these critical services.



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

**ADVOCACY SERVICES FOR CHILDREN AND YOUTH IMPACTED
BY COMMERCIAL EXPLOITATION**

CONTRACT NUMBER XX-XX-XXXX

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
ADVOCACY SERVICES FOR CHILDREN AND YOUTH IMPACTED BY COMMERCIAL
EXPLOITATION**

TABLE OF CONTENTS

Section Number and Title	Page
RECITALS	1
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM.....	4
3.0 CONTRACT SUM	4
4.0 INSURANCE REQUIREMENTS	5
5.0 INVOICES AND PAYMENTS.....	11
6.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	14
7.0 ADMINISTRATION OF CONTRACT – COUNTY.....	15
8.0 AMERICANS WITH DISABILITIES ACT (ADA).....	15
9.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	16
10.0 CHANGES AND AMENDMENTS	17
11.0 CHILD ABUSE PREVENTION REPORTING.....	19
12.0 COMPLIANCE WITH APPLICABLE LAWS	19
13.0 CONDUCT OF PROGRAM.....	20
14.0 CONFIDENTIALITY	20
15.0 INTENTIONALLY OMITTED.....	22
16.0 CONTRACT MANDATORY MEETINGS.....	22
17.0 CONTRACT MANDATORY ORIENTATION.....	22
18.0 CONTRACT NEGOTIATIONS	22
19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)	22
20.0 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION ..	23
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	24
22.0 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE	26
23.0 CONTRACTOR’S STAFF IDENTIFICATION.....	26
24.0 COUNTY’S QUALITY ASSURANCE PLAN.....	26

25.0	INTENTIONALLY OMITTED.....	27
26.0	DATA DESTRUCTION.....	27
28.0	EMPLOYEE BENEFITS AND TAXES.....	28
29.0	FIXED ASSETS	28
30.0	FORMER FOSTER YOUTH CONSIDERATION.....	29
31.0	FUNDING ADJUSTMENTS AND REALLOCATIONS.....	29
32.0	HOURS OF OPERATION	31
33.0	INDEMNIFICATION	31
35.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	32
36.0	NOTICE OF DELAYS	33
37.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	34
38.0	NOTICES.....	34
39.0	OFFICE LOCATION.....	34
40.0	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....	34
41.0	PUBLIC RECORDS ACT	35
42.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	36
43.0	SAFELY SURRENDER BABY LAW	37
44.0	SHRED DOCUMENTS	38
45.0	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM	38
46.0	SUBCONTRACTING	39
47.0	TERMINATION FOR CONTRACTOR'S DEFAULT	41
48.0	USE OF FUNDS	43
49.0	ADDITIONAL TERMS AND CONDITIONS	43
PART II:	STANDARD TERMS AND CONDITIONS.....	44
1.0	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.....	44
2.0	AUTHORIZATION WARRANTY	45
3.0	BUDGET REDUCTIONS	45
4.0	COMPLAINTS.....	46
5.0	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	46
6.0	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING.....	47
7.0	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES	47
8.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	47
9.0	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY.....	49
10.0	CONFLICT OF INTEREST	49

11.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	49
12.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	50
13.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	50
14.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	50
15.0	CONTRACTOR'S WORK	51
16.0	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS.....	51
17.0	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	51
18.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	52
19.0	EVENTS OF DEFAULT	52
20.0	FAIR LABOR STANDARDS.....	53
21.0	FORCE MAJEURE	53
22.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	54
23.0	INDEPENDENT CONTRACTOR STATUS	54
24.0	MOST FAVORED PUBLIC ENTITY.....	55
25.0	NON EXCLUSIVITY.....	55
26.0	NOTICE OF DISPUTE	55
27.0	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	55
28.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	56
29.0	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)	56
30.0	PROPRIETARY RIGHTS.....	56
31.0	PUBLICITY	58
32.0	RECYCLED-CONTENT BOND PAPER.....	59
33.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	59
34.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ...	59
35.0	TERMINATION FOR CONVENIENCE.....	59
36.0	TERMINATION FOR IMPROPER CONSIDERATION	60
37.0	TERMINATION FOR INSOLVENCY.....	60
38.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE61	

39.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	61
40.0	TIME OFF FOR VOTING	61
41.0	VALIDITY	62
42.0	WAIVER	62
43.0	WARRANTY AGAINST CONTINGENT FEES	62
44.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION	62
45.0	WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	62
46.0	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS.....	63

EXHIBITS

EXHIBIT A: STATEMENT OF WORK

Exhibit A-1:	Integrated Core Practice Model
Exhibit A-2:	Advocacy Services Intake Strengths and Needs Assessment
Exhibit A-3:	Initial Safety Plan (non-FRP)
Exhibit A-4:	Advocacy Case Plan
Exhibit A-5:	Extension Request
Exhibit A-6:	Contract Discrepancy Report
Exhibit A-7:	Los Angeles County Commercially Sexually Exploited Children (CSEC) Law Enforcement First Responder Protocol
Exhibit A-8:	Auxiliary Funds Request
Exhibit A-9:	Allowable Expenditures for CSEC Funding
Exhibit A-10:	Confidentiality of CORI Information
Exhibit A-11:	First Responder Protocol (FRP) Area Listing
Exhibit A-12:	Case Notes
Exhibit A-13:	Los Angeles County First Responder Protocol for CSEC Intake Form
Exhibit A-14:	Authorization Requesting Release of Information and/or Records
Exhibit A-15:	CSEC Advocacy Referral
Exhibit A-16:	Advocacy Services Termination Report
Exhibit A-17:	Advocacy Services: 6 - Month Review Report
Exhibit A-18:	Performance Requirements Summary (PRS) Chart
Exhibit A-19:	Restoration Funds Request
Exhibit A-20:	Advocacy Services Youth Survey
Exhibit A-21:	Facilitator Workshop Debrief
Exhibit A-22:	Prevention and Advocacy Services Comparison Chart
Exhibit A-23:	Parent Empowerment Program Survey
Exhibit A-24:	Los Angeles Victim Witness Testimony Protocol
Exhibit A-25:	Advocacy Services Billable Activities
Exhibit B:	Pricing Sheet
Exhibit C:	Line-Item Budget and Budget Narrative
Exhibit D:	Contractor's EEO Certification
Exhibit E:	County's Administration
Exhibit F:	Contractor's Administration
Exhibit G:	Contractor Acknowledgement of Confidentiality Agreement

- Exhibit H: Jury Service Ordinance
- Exhibit I: Safely Surrender Baby
- Exhibit J: Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit K: Confidentiality of CORI Information
- Exhibit L: Charitable Contributions Certification
- Exhibit M: Internal Revenue Notice 1015
- Exhibit N: Certification of Compliance with the County's Defaulted Property Tax Reduction Program

- Exhibit O: Zero Tolerance Policy on Human Trafficking
- Exhibit P: Compliance with Encryption Requirements
- Exhibit Q: Intentionally Omitted
- Exhibit R: Information Security and Privacy Requirements

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
ADVOCACY SERVICES FOR CHILDREN AND YOUTH IMPACTED BY
COMMERCIAL EXPLOITATION

Advocacy Services for Children and Youth Impacted by Commercial Exploitation Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____, 2023, by and between

County of Los Angeles
hereinafter referred to as "County"

and

Contractor
hereinafter referred to as "Contractor"

RECITALS

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

WHEREAS, the County of Los Angeles is designated to administer child abuse and neglect prevention and intervention programs pursuant to the provisions of Senate Bill (SB) 2994, (Chapter 18967); Welfare and Institutions Code (WIC) Sections 18965; Health and Safety Code (H&SC) Sections 10605; Education Code (EDC) Sections 8208; 8212; 8250(d)(2); 45 Code of Federal Regulations (CFR) 1356.60; Manual of Policies and Procedures (MPP) 47-260.3; California Code of Regulations (CCR), Title 5, Sections 18075.1 and 18075.2;

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part I, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits S, A, B through R, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, and A-25 and any attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 1.5.1 "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - 1.5.2 "Contract" – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - 1.5.3 "Contractor" – means the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.

- 1.5.4 “County” – means the County of Los Angeles and includes the Department of Children and Family Services.
- 1.5.5 "County’s Board of Supervisors" - means the governing body of the County of Los Angeles.
- 1.5.6 “County Program Manager” – means the County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 1.5.7 “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 1.5.8 “DCFS” - means County’s Department of Children and Family Services.
- 1.5.9 “Director” - means County’s Director of the Department of Children and Family Services or his or her authorized designee.
- 1.5.10 “Fiscal Year(s)” - means the 12-month period beginning July 1st and ending the following June 30th.
- 1.5.11 “Maximum Contract Sum” - means the total amount the Contractor is eligible to be paid, if the rendered services are in adherence to this contract.
- 1.5.12 “Maximum Annual Contract Sum” – means the total amount within the 12-month term that the Contractor is eligible to be paid, if rendered services are in adherence to this contract. Any unspent sum will not be eligible to be transferred to the next optional extended term if term is exercised unless otherwise amended due to state’s reallocation from the prior fiscal year.
- 1.5.13 “Statement of Work - means the work to be performed by Contractor listed in Exhibit A.
- 1.5.14 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 1.5.15 Refer to Exhibit R for additional Applicable Defined Terms.

2.0 TERM

- 2.1 The term of this Contract shall commence on October 1, 2023, and shall expire on September 30, 2024, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The County shall have the sole option to extend the Contract term for two, one-year extension options. Each extension option shall be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension.
- 2.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 2.4 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 2.5 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to the County Program Manager.
- 2.6 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor, for a period not to exceed six (6) months beyond the three (3) year term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, provided SB 855 funding is available.

3.0 CONTRACT SUM

- 3.1 The parties agree that this is a firm fixed cost contract. Contract term year one is effective October 1, 2023, through September 30, 2024. The Maximum Annual Contract Budget is \$2,000,000 for the year shared amongst the two countywide contracts and is funded by the SB 855 and HST funds.
- 3.2 County and Contractor agree that County shall compensate Contractor, in accordance with Exhibit C, Line Item Budget and Budget Narrative and.

- 3.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express written approval.
- 3.4 Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 3.5 Contractor shall maintain a system of record-keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Annual Contract Sum authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County at the address herein provided in Exhibit G, County's Administration.
- 3.6 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 3.7 Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

4.0 INSURANCE REQUIREMENTS

- 4.1 General Insurance Requirements

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Part I, Section 4.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
2. Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of required endorsement shall be sent to:

Attention: Advocacy Services for Children and Youth
Impacted by Commercial Exploitation Contract Analyst
County of Los Angeles
Department of Children and Family Services
Contracts Administration Division, Section Four
510 South Vermont Ave., 14th Floor
Los Angeles, CA 90020

5. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

4.2 Additional Insured Status and Scope of Coverage:

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

4.3 Cancellation of or Changes in Insurance:

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

4.4 Failure to Maintain Insurance:

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

4.5 Insurer Financial Ratings:

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

4.6 Contractor's Insurance Shall Be Primary:

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

4.7 Waivers of Subrogation:

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

4.8 Subcontractor Insurance Coverage Requirements:

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor

shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

4.9 Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles, or to provide a bond guaranteeing Contractor's payment of all deductibles, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

4.10 Claims Made Coverage:

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

4.11 Application of Excess Liability Coverage:

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

4.12 Separation of Insureds:

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

4.13 Alternative Risk Financing Programs:

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

4.14 County Review and Approval of Insurance Requirements:

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

4.15 Insurance Coverage

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

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

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

4.15.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4.16 Unique Insurance Coverage

4.16.1 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claims and \$2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

4.16.2 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

4.16.3 Cyber Liability Insurance

4.16.3.1 Refer to Exhibit R for Cyber Liability Insurance requirements.

4.17 Mandatory Requirement to Register on County's Webven

Contractor represents and warrants that it has registered in the County's Webven. Prior to a contract award, all potential contractors must register in the County's Webven. The Webven contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the county's home page at <https://camisvr.co.la.ca.us/webven/>.

5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears consistent with Exhibit B Pricing Sheet and in accordance with the Line-Item Budget (Exhibit C). Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 The Contractor shall provide the County with monthly invoices for all services provided pursuant to this contract within 30 days of the last day of the month in which the services were rendered. These services shall not exceed the frequency or duration of services initially approved unless modified in writing by the County Program Manager or designee.

- 5.3 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.
- 5.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122 and A-133. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.
- 5.5 Contractor without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor shall request County's approval in writing for line item budget reallocations above five percent (5%) maximum, which may only be increased to a maximum of ten (10%) if such request is approved. In any event, such revisions shall not result in any increase in the Maximum Annual Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.6 Contractor shall submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services

Attention: Accounting Services, Contract Accounting Section
510 S. Vermont Avenue, 14th floor Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Bureau of Specialized Response Services
Attention: Adela Estrada, County Program Manager
1933 S. Broadway,
Los Angeles, CA 90012
LA Mart Building / Office # 503

- 5.7 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS shall require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.9 Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Sum or the Maximum Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum or the Maximum Contract Sum.
- 5.10 Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's report, record keeping or invoicing

requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

- 5.11 The County Program Manager shall provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including the name of the child, the date of service, the amount of the deduction and the reason for the deduction.
- 5.12 County Approval of Invoices. All invoices submitted by the Contractor for payment must have written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonable withheld.
- 5.13 The County Program Manager (or designee) shall review the Contractor's invoice within 30 days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor shall be provided seven business days to provide any additional documentation to address the discrepancies.
- 5.14 Use of Donated Funds. Contractor shall not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit D).

6.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

6.1 Contractor's Program Director

- 6.1.1 Contractor's Program Director is designated in Exhibit F, Contractor's Administration. Contractor shall notify County in writing of any change in the name or address of the Contractor's Program Director.

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

6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.

7.0 ADMINISTRATION OF CONTRACT – COUNTY

7.1 A listing of all County Administration referenced in the following Sub-sections is designated in Exhibit G, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.2 County Program Manager

The responsibilities of the County Program Manager include:

7.2.1 To ensure that the objectives of this Contract are met;

7.2.2 To provide direction to Contractor in the areas relating to County policy, Information requirements, and procedural requirements;

7.2.3 To meet with Contractor's Program Director on a regular basis; and

7.2.4 To inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

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

7.4 The County Program Manager is responsible for overseeing the day-to-day administration of this Contract.

8.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 9.1 Background and security investigations of contractor's staff are required as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 10.1.1 through 10.1.6.3. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County. Contractor must ensure that Parent Advocates and Survivor Advocates submit a background check to Probation. DCFS will have the final authority to determine whether or not a Parent Advocate or Survivor Advocate is acceptable as a Parent Advocate or Survivor Advocate.
- 9.1.1 The Contractor shall submit the names of the Contractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or Sub-Contractor's employees. The County shall have the right to conduct background investigations of the Contractor's or Sub-Contractor's employees at any time. The Contractor's or Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.
- 9.1.2 No personnel employed by the Contractor or Sub-Contractor for this service having access to DCFS/Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 9.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from employment or continued employment of any individual performing services under this contract.
- 9.1.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.
- 9.1.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 9.1.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees, the County

will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

9.1.6.1 Due to the COVID-19 pandemic, Contractor shall, on a temporary basis, obtain a Live Scan check through an approved private licensed entity listed in the State Attorney General website <https://oag.ca.gov/fingerprints/locations> during the public access closure of local law enforcement agencies. The Live Scan results from a private license entity shall be shared with DCFS and Probation, and the Live Scan results must be approved by DCFS before the Contractor can hire the Advocate, Parent Advocate, or Survivor Advocate.

9.1.6.2 If Contractor is not able to secure a Live Scan check with a private licensed entity, Contractor shall notify the CPM and request CLETS approval through DCFS before hiring of Advocates, Parent Advocates, and Survivor Advocates. Live Scan shall include the DOJ requirement.

9.1.6.3 For those who submitted to a California Law Enforcement Telecommunications System (CLETS) and was approved by DCFS, Contractor shall ensure the CLETS approved new hire submit to a Live-Scan through Probation, once normal Live Scan operations at Probation resume, as specified in Subsection 10.0 Background and Security Investigation.

9.2 Refer to Exhibit R, Number 7 for additional requirements.

10.0 CHANGES AND AMENDMENTS

10.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 10.0.

10.2 Except as provided in this Section 10.0, for any material changes which substantially modify, add, or delete provisions set forth in this Contract affecting the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

- 10.2.1 If the County elects to exercise an extension to the term, and has delegated authority granted by the Board, the extension may be exercised by written notice or an amendment. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.
- 10.3 County's' Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 10.4 The Director or his designee, may at his sole discretion, authorize extensions of time as defined in Section 3.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment or written notice to extend the Contract shall be prepared and executed by the Director.
- 10.5 The DCFS Director or designee may sign an amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 10.5.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
- 10.5.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
- 10.5.3 The amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service of the original Maximum Contract Sum; and
- 10.5.4 Prior CEO approval is obtained and notice given to County Counsel.
- 10.6 A change notice may be used in lieu of an amendment for non-material, minor changes including but not limited to typographical errors, updates to contact information, staff changes, budget narrative, and reallocation of funds between line-items that do not affect the intrinsic meaning of the Contract or alter the contracted budget amount. Change notices will be sent to the Contractor via electronic facsimile and mutually agreed upon by both parties, County Program Manager and Contractor's Program Director.

11.0 CHILD ABUSE PREVENTION REPORTING

- 11.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 11.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
 - 11.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
 - 11.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - 11.2.3 The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
 - 12.1.1 For contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

- 12.2 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 12.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by Contractor. Notwithstanding the preceding sentence, Contractor shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13.0 CONDUCT OF PROGRAM

- 13.1 Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of state and federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

14.0 CONFIDENTIALITY

- 14.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 14.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 14.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 14.3 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services here under of the confidentiality provisions, of this contract.
- 14.4 Contractor shall sign and adhere to the provisions of Exhibit E-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 14.5 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 14.6 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 14.7 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

14.8 Confidentiality Requirements for Probation

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

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

14.9 Refer to Exhibit R, Number 6 for additional Confidentiality requirements.

15.0 INTENTIONALLY OMITTED

16.0 CONTRACT MANDATORY MEETINGS

16.1 Contractor shall attend training sessions associated with the facilitation of advocacy services.

17.0 CONTRACT MANDATORY ORIENTATION

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

18.0 CONTRACT NEGOTIATIONS

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

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

19.2 Solicitations Where Performance History is not Scored

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

20.0 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION

20.1 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

20.2 Stored Data

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

20.3 Transmitted Data

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

20.4 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports

that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of paragraph 20.1 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

20.5 Refer to Exhibit R for additional Storage and Transmission of County Information requirements.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 21.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

- County: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <https://sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

22.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

23.0 CONTRACTOR'S STAFF IDENTIFICATION

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

25.0 INTENTIONALLY OMITTED

26.0 DATA DESTRUCTION

26.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

26.2 Refer to Exhibit R for additional Return or Destruction of County Information requirements.

27.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

27.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 27.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 27.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 27.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
- 27.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 27.4.2 In addition to the amount described in subdivision 27.4.1 above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

28.0 EMPLOYEE BENEFITS AND TAXES

- 28.1 Contractor shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 28.2 County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

29.0 FIXED ASSETS

- 29.1 Title to all fixed assets purchased with County funds designated by the County for that purpose under this Contract shall remain with County. A "Fixed Asset" is defined hereunder as any equipment costing five thousand dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by Contractor during the term of this Contract. Contractor shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to County upon County's written request. Contractor shall have the option upon the

expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

30.0 FORMER FOSTER YOUTH CONSIDERATION

30.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as described in Part II, Section 12.0) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

30.1.1 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

31.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

- 31.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Annual Contract Budget as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Annual Contract Budget as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Annual Contract Budget, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Annual Contract Budget, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 11.0, Changes and Amendments.
- 31.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.
- 31.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Annual Contract Budget for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Annual Contract Budget. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 11.0, Changes and Amendments.

32.0 HOURS OF OPERATION

- 32.1 The Contractor shall provide advocacy services Monday through Friday from 8:00 a.m. to 5:00 p.m., PST
- 32.2 The Contractor shall also be available to provide crisis advocacy services via the FRP 24 hours a day, seven (7) days a week, including weekends and holidays, as needed.
- 32.3 After-hours telephone number available 24 hours a day seven days a week for DCFS and Probation, in order to receive notification of FRP recoveries, other crisis situations, and urgent matters.
- 32.4 Contractor shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 32.5 Contractor shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

33.0 INDEMNIFICATION

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

34.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 34.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 34.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 34.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contact; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

35.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 35.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 35.2 Contractor shall certify to, and comply with, the provisions of Exhibit H, Contractor's Equal Employment Opportunity (EEO) Certification.
- 35.3 Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship.

- 35.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 35.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.
- 35.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this section when so requested by County.
- 35.7 If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to terminate this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 35.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

36.0 NOTICE OF DELAYS

- 36.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

37.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

37.1 The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service's Notice 1015, attached hereto as Exhibit K.

38.0 NOTICES

38.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F, Contractor's Administration and Exhibit G, County's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

39.0 OFFICE LOCATION

39.1 Contractors shall have an administrative office headquartered in Los Angeles County. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., PST, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. The Contractor shall also have an after-hours telephone number available 24 hours a day, seven days a week for DCFS and Probation, in order to be able to receive notification of FRP recoveries, other crises situations, and urgent matters.

39.2 Within thirty (30) days of contract start date, Contractors shall have their required office location in place.

40.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

40.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Notwithstanding anything to the contrary, Contractor maintains all rights,

interests, and titles to its skills, know-how, methods, techniques, patents, trade secrets, proprietary and confidential information owned and/or used by Contractor to provide the Services.

- 40.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 40.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 40.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 40.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under subparagraph 36.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 36.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 40.6 All the rights and obligations of this Section 36.0 shall survive the expiration or termination of this Contract.

41.0 PUBLIC RECORDS ACT

- 41.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Part I, Section 38.0, Record Retention and Inspection/Audit Settlement, of this Contract, for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret,"

“confidential,” or “proprietary.” The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

- 41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked “trade secret,” “confidential,” or “proprietary,” the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

42.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 42.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 42.2 Contractor agrees that the County, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by Contractor at a location in Los Angeles County and shall be made available to County, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the County's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at County’s sole option, Contractor shall pay County for travel per diem and other costs incurred by County in exercising its rights under this Section. Contractor shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 42.3 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 42.4 Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 42.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand; or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 42.6 Contractor shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, Contractor shall forward copies of such reports to DCFS.

43.0 SAFELY SURRENDER BABY LAW

- 43.1 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will

also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

43.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

44.0 SHRED DOCUMENTS

44.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

44.2 Documents for record and retention purposes in accordance with Section 38.0, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

45.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

45.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

45.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

45.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

45.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

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

45.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

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

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

46.0 SUBCONTRACTING

46.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

46.2.1 A description of the work to be performed by the subcontractor;

46.2.2 A draft copy of the proposed subcontract; and

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

46.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner

and to the same degree as if such subcontractor(s) were the contractor employees.

- 46.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 46.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:
 - 46.8.1 An executed "Contractor's Employee Acknowledgement and Confidentiality Agreement" (Exhibit E-2), executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 46.8.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 4.0, Insurance Requirements, of this Contract.
 - 46.8.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
 - 46.8.4 Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

46.8.5 No subcontract shall alter in any way any legal responsibility of Contractor to County. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

46.8.6 Notwithstanding any other provision of the Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

46.8.7 Refer to Exhibit R, Number 8 for additional Subcontracting requirements.

47.0 TERMINATION FOR CONTRACTOR'S DEFAULT

47.1 County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Program Manager:

47.1.1 Contractor has materially breached this Contract;

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

or

47.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

47.2 In the event County terminates this Contract in whole or in part as provided in Sub-section 42.1, the County may procure, upon such terms and in such manner, as County may deem appropriate, services similar to those so terminated. Contractor shall be liable to the County for any and all excess cost incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

47.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-section 42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include,

but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

47.4 If, after the County has given notice of termination under the provisions of this Section, it is determined by the County that the Contractor was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 35.0, Termination for Convenience.

47.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-section 42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Part II, Sub-section 37.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

47.5.1 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of 30.0, Indemnification.

47.6 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

48.0 USE OF FUNDS

48.1 Contractor's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR or any publication that supersedes the OMB circulars, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit J).

48.2 All uses of funds paid to Contractor and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DCFS, County's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, Contractor shall pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

48.3 Any costs for services provided outside of the pre-approved hours in accordance with Exhibit A, Statement of Work, Scope of Work and the Summary of Budget Guidelines shall be deemed an in-kind contribution. In-kind contributions shall be provided at the expense of the Contractor and are not reimbursable.

48.3.1 Prior to the Contractor providing in-kind contributions, the Contractor shall submit a written request to the County's Program Manager requesting written consent to provide in-kind contributions.

49.0 ADDITIONAL TERMS AND CONDITIONS

49.1 For the following additional provisions, refer to Exhibit R:

1. DEFINITIONS
2. INFORMATION SECURITY AND PRIVACY PROGRAMS
3. INTENTIONALLY OMITTED
4. CONTRACTOR'S USE OF COUNTY INFORMATION
5. SHARING COUNTY INFORMATION AND DATA
6. CONFIDENTIALTY

7. CONTRACTOR EMPLOYEES
8. SUBCONTRACTING AND THIRD PARTIES
9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION
10. RETURN OR DESTRUCTION OF COUNTY INFORMATION
11. PHYSICAL AND ENVIRONMENTAL SECURITY
12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY
13. ACCESS CONTROL
14. SECURITY AND PRIVACY INCIDENTS
15. NON-EXCLUSIVE EQUITABLE REMEDY
16. AUDIT AND INSPECTION
17. CYBER LIABILITY INSURANCE
18. PRIVACY AND SECURITY INDEMNIFICATION

ADDEDNUM A: INTENTIONALLY OMITTED

ADDENDUM B: INTENTIONALLY OMITTED

ADDEDNUM C: APPLICATION SOURCE CODE REPOSITORY

PART II: STANDARD TERMS AND CONDITIONS

1.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

- 1.2 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 1.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 1.4 Any assumption, assignment, delegation or takeover of any of the Contractor's duties, responsibilities, obligations or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.0 AUTHORIZATION WARRANTY

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

3.0 BUDGET REDUCTIONS

- 3.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any

extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

4.0 COMPLAINTS

- 4.1 Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 4.2 Within five (5) business days after Contract effective date, Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
 - 4.2.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
 - 4.2.2 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
 - 4.2.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 4.3 Contractor shall preliminarily investigate all complaints and notify the County Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 4.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 4.5 Copies of all written responses shall be sent to the County Program Manager within three (3) business days of mailing to the complainant.

5.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 5.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or

under any project, program or activity supported by this Contract. Contractor shall comply with Exhibit H, Contractor's Equal Employment Opportunity (EEO) Certification.

6.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

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

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

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

7.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

- 7.1 Contractor, and its subcontractors must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach of the Contract, County may, in its sole discretion, terminate the Contract.

8.0 COMPLIANCE WITH JURY SERVICE PROGRAM

- 8.1 Jury Service Program

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

- 8.2 Written Employee Jury Service Policy

8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- 8.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 8.2.4 Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

10.0 CONFLICT OF INTEREST

10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program

or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants, by job category, to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

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

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

13.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

13.1 Contractor shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D, Auditor-Controller Contract Accounting and Administration Handbook.

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

14.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

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

15.0 CONTRACTOR'S WORK

- 15.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 15.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

16.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

- 16.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 16.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 11.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

17.0 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

- 17.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 17.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 18.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 18.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

19.0 EVENTS OF DEFAULT

19.1 Default for Non-Performance

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

- 19.1.1 Contractor has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- 19.1.2 Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

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

- 1. Insolvency of Contractor. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
- 2. The filing of a voluntary petition in bankruptcy;
- 3. The appointment of a Receiver or Trustee for Contractor;
- 4. The execution by Contractor of an assignment for the benefit of creditors.

Other Events of Default

- 1. Determination by the County, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor in violation of State and/or federal laws thereon.

20.0 FAIR LABOR STANDARDS

- 20.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

21.0 FORCE MAJEURE

- 21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires,

floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-Paragraph as "force majeure events").

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

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

22.0 GOVERNING LAW, JURISDICTION, AND VENUE

22.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

23.0 INDEPENDENT CONTRACTOR STATUS

23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the Contractor.

23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

23.4 Contractor shall adhere to the provisions stated in Part I, Subsections 14.0 Confidentiality and 15.0 – Confidentiality Requirements for Placement Contracts.

24.0 MOST FAVORED PUBLIC ENTITY

24.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

25.0 NON EXCLUSIVITY

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

26.0 NOTICE OF DISPUTE

26.1 The Contractor shall bring to the attention of the County Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

27.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

27.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

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

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

28.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

29.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

29.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

30.0 PROPRIETARY RIGHTS

30.1 County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become

the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 30.2 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 30.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 30.4 County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data, and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Sub-Section 30.3. County agrees not to reproduce or distribute such materials, data, and information to non-County entities without the prior written permission of Contractor.
- 30.5 Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Sub-section 30.4 for:
- 30.6 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 30.3;
- 30.7 Any materials, data and information covered under Sub-section 30.2; and Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 30.8 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further,

Contractor shall use whatever security measures are necessary to protect all such materials, data, and information from loss or damage by any cause, including, but not limited to, fire and theft.

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

The provisions of Sub-sections 30.5, 30.6, and 30.7 shall survive the expiration or termination of this Contract.

- 30.10 Refer to Exhibit R for additional Proprietary Rights to County Information requirements.

31.0 PUBLICITY

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

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

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

- 31.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this section (Publicity) shall apply.

32.0 RECYCLED-CONTENT BOND PAPER

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

33.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

33.1 Failure of the Contractor to maintain compliance with the requirements set forth in Part II, Section 15.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Part I, Section 43.0, Termination for Contractor's Default," and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

34.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

35.0 TERMINATION FOR CONVENIENCE

35.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

35.2 After receipt of a Notice of Termination and except as otherwise directed by County, the Contractor shall:

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

35.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

35.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Part I, Section 39.0, Record Retention and Inspection/Audit Settlement.

36.0 TERMINATION FOR IMPROPER CONSIDERATION

36.1 The County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

36.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

37.0 TERMINATION FOR INSOLVENCY

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

37.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

37.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

37.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

37.2 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

38.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

38.1 The Contractor and each County lobbyist or County lobbying firm, as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

39.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

39.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

40.0 TIME OFF FOR VOTING

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

41.0 VALIDITY

41.1 If any provision of this Contract or the application thereof to any person or person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

42.0 WAIVER

42.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

43.0 WARRANTY AGAINST CONTINGENT FEES

43.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

43.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

44.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

44.1 Contractor certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. Contractor must notify County Program Manager within 30 days if debarred, excluded, or suspended by any governmental entity during the Contract period.

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

45.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

46.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

46.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 10.0 (Changes and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT NUMBER xx-xx-xxxx**

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____ Date: _____

BRANDON T. NICHOLS, DIRECTOR
Department of Children and
Family Services

By: _____ Date: _____

Name: _____

Title _____

By: _____ Date: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
DAWYN R. HARRISON, COUNTY COUNSEL

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