



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



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Director

JENNIE FERIA
Chief Deputy Director

June 04, 2024

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

Dear Supervisors:

**REQUEST TO APPROVE A SOLE SOURCE CONTRACT WITH KIDSAVE INTERNATIONAL, INC.
FOR YOUTH PERMANENCY PARTNERS SERVICES
(All Districts)(3 Votes)**

SUBJECT

The Department of Children and Family Services (DCFS) requests Board approval to execute a sole source contract with Kidsave International, Inc. (Kidsave) for the Youth Permanency Partners (YPP) program. The YPP program recruits and supports adults who volunteer to mentor older foster youth and help them find a permanent family or a lasting connection. The contract will be effective July 1, 2024, or date of execution, until June 30, 2025, with a one year renewal option from July 1, 2025 to June 15, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a contract, substantially similar to Attachment A, with Kidsave for the YPP program, effective July 1, 2024, or date of execution, to June 30, 2025, with a one year renewal option from July 1, 2025 to June 15, 2026. The Maximum Contract Sum for the initial contract period is \$200,000 and the Maximum Contract Sum for the renewal option is \$200,000. The total Maximum Contract Sum is \$400,000, utilizing 100 percent State Flexible Family Support (FFS) funds.
2. Delegate authority to the Director of DCFS, or designee, to exercise a one year renewal option by written notice, provided that: a) approval from County Counsel is obtained prior to the execution of the renewal option; b) funding is available; and c) DCFS notifies the Board and the Chief Executive Officer (CEO), in writing, within 10 business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 June 4, 2024

EDWARD YEN
EXECUTIVE OFFICER

decrease the Maximum Annual Contract Sum by up to 10 percent, if such an amendment is necessary to meet changes in service demands and the necessary funding is available in the budget. Approval from County Counsel will be obtained prior to executing such amendment, and the Director, or designee, will notify the Board and the CEO, in writing, within 10 business days after execution.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract for necessary changes to the terms and conditions, provided that: a) prior County Counsel approval is obtained; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within 10 business days after execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The YPP program is designed to increase permanency for older foster youth, ages 9-17, through interaction and engagement with a goal of a permanent placement and/or permanent connection for the youth. YPP assist youths with their academics, well-being and life skills, as needed.

There is an urgent need to fund the YPP program, as at any given time there are hundreds of older children in need of adoption. The outcomes for youth who exit the child welfare system without permanency or an adult connection are bleak. Kidsave is the only program approved by the California Department of Social Services (CDSS) that has families that want to either adopt or be a mentor and has been working with the population of youth who cannot return to their birth family and have no relatives that are willing to provide a home or connection for them. Kidsave has unique experience in facilitating monthly matching events for youth identified as needing a permanent family, where the youth and families interact together. Kidsave has approved volunteer drivers that can transport youth to events. Moreover, Kidsave is one of a kind in having approved hosts that take a youth overnight, two weekends a month, and are specifically trained to provide adoption advocacy on behalf of the youth they are hosting.

The recommended actions will allow Kidsave to fulfill DCFS' strong commitment to the well-being and permanency of foster youth. Emancipated youth that exit the foster care system and foster care youth without a stable adult connection are extremely vulnerable. In order to increase the number of prospective adoptive families and create permanent connections for older youth, DCFS needs an agency or organization to support adults who will volunteer their time on the weekends mentoring older foster youth to help them find a permanent family or lasting connection.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1 - Make Investments That Transform Lives and DCFS' strong commitment to youth well-being and foster youth permanency. Pursuant to the Countywide Strategic Plan Section I.2.9, the County is committed to supporting the long-term success of transitional age foster youth to ensure self-sufficiency upon emancipation.

FISCAL IMPACT/FINANCING

The total Maximum Contract Sum is \$400,000, funded using 100 percent FFS funds. The Maximum Contract Sum for the initial contract period is \$200,000, and \$200,000 for the one-year renewal option.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, over 3,000 foster youth are in long-term foster care. Approximately 33 percent of foster youth are between the ages of 9 and 17. Each year approximately 1,000 youth exit care without a permanent family or connection. The YPP program will assist DCFS in reducing the negative outcomes associated with youth exiting care without permanency, such as incarceration and homelessness. DCFS will continue to offer the YPP program, which will increase the likelihood that the youth will have a permanent connection and exiting youth will gain some form of permanency.

Kidsave will recruit and support YPP, who in turn will mentor and support older foster youth. The goal is to help these youth in their pursuit of finding permanent families or creating lasting connections. They will facilitate YPP orientations that present an overview of the program and how it works, explain what it means to be a YPP as well as provide details on the roles and responsibilities of a YPP, information about youth in foster care, and explain the application process for becoming a YPP. Kidsave is responsible for organizing and facilitating 10 interactive Connection Events per contract year. They will provide transportation for the youth to and from the Connection Events. Kidsave will track referred youth and prospective and approved YPP and will provide monthly, bi-annual and annual reports. They will have a minimum of 25 YPP per contract year who complete one orientation, the application packet and are approved to become YPPs by the County Program Manager (CPM), or CPM's designee.

DCFS has determined that the Living Wage Ordinance does not apply to this contract.

County Counsel and the CEO have reviewed this Board Letter. County Counsel has approved this contract as to form.

Board Policy 5.100, Sole Source Contracts and Amendments, requires that the Board be notified in advance if a department intends to enter a new sole source contract pending solicitation of a replacement system and/or services and since no advanced notification was provided this serves as that notification.

CONTRACTING PROCESS

On April 2, 2019, DCFS released a Request for Proposals (RFP) solicitation for YPP services utilizing FFS funding. On December 2, 2019, Kidsave was the only agency to submit a proposal that met the solicitation qualifications. The proposal by Kidsave was reviewed and identified as the recommended contractor; however, due to funding cuts during the COVID-19 pandemic, the RFP was cancelled.

On November 3, 2023, the CDSS approved FFS funds for Home-Based Foster Care General Fund Planning Allocation for one-time funding to support children and youth placed in out-of-home care. Kidsave was approved by CDSS to provide the services under YPP, utilizing the FFS funds. The FFS funds will expire on June 30, 2026. Due to the lengthy process of soliciting a new RFP, which will not allow sufficient time for the development of a new RFP, and limited time available to utilize the FFS funds, DCFS is requesting Board approval for a sole source contract with Kidsave.

Kidsave has been working with DCFS since 2005, facilitating monthly connection/matching events with youth and families, which has resulted in finding adoptive families and permanent adult connections for some of our most challenging youth in need of permanency.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the contract will allow DCFS to more effectively recruit and support volunteer mentors to support older foster youth. Through contracting with Kidsave, the County will be able to increase the number of prospective adoptive families and create lasting connections for older foster youth.

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS

Director

BTN

Enclosures

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

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Michael Martinez

Chief Executive Office

Date

Sole Source Justification

YOUTH PERMANENCY PARTNERS

1. What is being requested?

The Department of Children and Family Services (DCFS) requests the Board's approval to execute a contract for Youth Permanency Partners (YPP) services with Kidsave International, Inc. (Kidsave), effective July 1, 2024 to June 30, 2025, with one additional renewal option from July 1, 2025 to June 15, 2026.

On November 3, 2023, the CDSS approved FFS funds for Home-Based Foster Care General Fund Planning Allocation for one-time funding to support children and youth placed in out-of-home care. Kidsave was approved by CDSS to provide the services under YPP, utilizing the FFS funds. The FFS funds will expire on June 30, 2026. Due to the lengthy process of soliciting a new RFP, which will not allow sufficient time for the development of a new RFP, and limited time available to utilize the FFS funds, DCFS is requesting Board approval for a sole source contract with Kidsave.

Total Cost:

The total cost of the contract, including the optional year is \$400,000, using State Flexible Family Support (FFS) funding.

2. Why is the service needed – how will it be used?

The recommended actions will allow Kidsave to fulfill DCFS' strong commitment to the well-being and permanency of foster youth. Currently, over 3,000 foster youth are in long-term foster care. Approximately 33 percent are between the ages of 10 and 17. Each year approximately 1,000 youth exit care without a permanent family or connection. In order to reduce the negative outcomes associated with youth exiting care without permanency such as incarceration and homelessness, DCFS is seeking a program that will increase the likelihood that the youth will have a permanent connection and exit foster care with some form of permanency.

Kidsave is the only program that has hosts approved to take a youth overnight two weekends a month, and are specifically trained to provide adoption advocacy on behalf of the youth they are hosting.

Many older youth, who need a family, are not open to adoption and refuse to participate in adoption recruitment events. Kidsave is the only program that provides events not identified as an adoption event, but allows youth to meet families that want to be a permanent connection. Many times, once the youth knows the family, they become more open to adoption.

The program is designed to increase permanency for older foster youth, ages 9-17, by having the YPPs interact and engage with the youth and once matched with them, the YPPs will be a permanent placement and/or permanent connection for the youth. YPPs help the youth with their academics, well-being and life skills as needed.

3. Is this brand of product the only product the only one that meets the user's requirements?

Kidsave was the only agency to submit a proposal that met the qualifications in a Request for Proposals (RFP) that was released in 2019. Due to budget cuts during the COVID-19 pandemic, the RFP was cancelled. On November 3, 2023, the California Department of Social Services (CDSS) approved the use of FFS funds to enter into a sole source contract with Kidsave. Due to the expiration of FFS funds in 2026, the department does not have time to process a new RFP.

4. Have other products or vendor been considered?

On April 2, 2019, DCFS released a RFP solicitation for YPP services utilizing FFS funding. On December 2, 2019, Kidsave was the only agency to submit a proposal that met the solicitation qualifications. The proposal by Kidsave was reviewed and identified as the recommended contractor; however, due to funding cuts during the COVID-19 pandemic, the RFP was cancelled. Furthermore, on November 3, 2023, CDSS approved FFS funds for Home-Based Foster Care General Fund Planning Allocation for one-time funding to support children and youth placed in out-of-home care. Kidsave was approved by CDSS to provide the services under YPP, utilizing the FFS funds. The FFS funds will expire on June 30, 2026, which does not allow sufficient time for a new RFP.

Kidsave has been working with DCFS since 2005, facilitating monthly connection/matching events with youth and families, which has resulted in finding adoptive families and permanent adult connections for some of our most challenging youth in need of permanency.

5. Will purchase of this product avoid other costs?

These actions will enable DCFS to provide: 1) Support; 2) Monthly event opportunities for families and youth to interact and connect; and 3) Match adults with youth ages 9-17 who will volunteer to be the child's YPP in an effort to increase the number of prospective adoptive families and create lasting connections for older youth.

6. Is this service available from other providers?

Yes; however, DCFS is not able to solicit for these services due to the near expiration of the FFS funds and the amount of time it would take to complete a full solicitation process. Kidsave is the agency approved by the CDSS to provide this service using the FFS funds.

Kidsave is the only current program that has a host/mentor program specifically for youth who need to be adopted or need a permanent adult connection.

Kidsave is the only program that has experience in facilitating monthly matching events for youth identified as needing a permanent family, where the youth and families interact together.

7. Reasonableness of price. Does County obtain a percentage discount or special discount not available to the private sector?

No

8. What is the dollar value of the existing equipment?

N/A

9. Is this service the only one that meets the user's requirements?

No, DCFS is not able to solicit for these services due to the expiration of the FFS funds. Kidsave is the agency approved by the CDSS to provide this service using the FFS funds.



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KIDSAVE INTERNATIONAL, INC.

FOR

YOUTH PERMANENCY PARTNERS SERVICES

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STANDARD EXHIBITS

- A Statement of Work
- B County's Administration
- C Contractor's Administration
- D Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
KIDSAVE INTERNATIONAL, INC.
FOR
YOUTH PERMANENCY PROGRAM SERVICES**

This Contract ("Contract") made and entered into this ___ day of _____, 2023 by and between the County of Los Angeles, hereinafter referred to as "County" and KIDSAVE International, Inc., hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County may contract with private businesses for Youth Permanency Partners Services when certain requirements are met; and

WHEREAS, the Contractor is a public firm specializing in providing Youth Permanency Services; and

WHEREAS, County has determined that the services to be provided under this Contract are needed in in order to provide monthly connection/matching events with youth and families in order to increase the number of prospective adoptive families and create permanent connections for older youth; and

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

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

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

1 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	County's Administration
Exhibit C	Contractor's Administration
Exhibit D	Safely Surrendered Baby Law

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

2 DEFINITIONS

2.1 Standard Definitions:

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

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

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

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

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

- 2.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.8 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on November 1, 2023, or the date of execution by the Director of Children and Family Services, whichever is later, and will expire on June 30, 2024, unless terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to one additional one (1) year period, for a maximum total Contract term of one year and seven months. Each such extension option entered into the

database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5 CONTRACT SUM

5.1 Total Contract Sum

The Maximum Annual Contract Sum is \$200,000.

5.2 Written Approval for Reimbursement

The Contractor will 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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1** 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 at the firm fixed rates set forth in the attached Line Item Budget, Exhibit ##, and in the format prescribed by the COUNTY (i.e., personnel,

employee benefits, supplies and expenses, equipment, travel and indirect costs).

- 5.5.2** CONTRACTOR, shall be paid only for work performed as specified in the Contract and any amendments thereto.
- 5.5.3** CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of ten (10) percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the Budget.
- 5.5.4** CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the ten (10) percent maximum.
 - 5.5.4.1** In any event, such revisions shall not result in any increase in the Maximum Contract Sum.
 - 5.5.4.2** Such requests to COUNTY shall be addressed to the COUNTY Program Manager
- 5.5.5** CONTRACTOR shall submit an invoice in arrears for the previous month.
 - 5.5.5.1** CONTRACTOR shall make reasonable efforts to submit all invoices within 45 days of the last day of the month in which the service was rendered.
 - 5.5.5.2** The County will not pay invoices without required supporting documentation
 - 5.5.5.3** Any invoice submitted more than 45 days after the last day of the month in which the services were rendered shall constitute a "past due invoice."
 - 5.5.5.4** Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered.
- 5.5.6** 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) 2 CFR, Part 215 and Part 220 as applicable. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars, including new publications that supersede the current OMB Circulars, which are available online via the internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 5.5.7** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles
Department of Children and Family Services

Contracts Administration Division
510 Vermont Avenue, Los Angeles CA 90020
Attention: Contract Manager, YPP Program

- 5.5.8** Payment to CONTRACTOR will be made in arrears on a monthly basis for expenses incurred as a part of this contract provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.9** 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.
- 5.5.10** 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.
- 5.5.10.1** Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 45 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR.
- 5.5.10.2** 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 45 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.11** CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.5.12** Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required Quarterly and Annual

reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

5.5.13 County Approval of Invoices

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

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

5.6.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must 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.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.6.4 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), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The

County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

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

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

6.3 County's Project Manager

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

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

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

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

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

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

7.5 Background and Security Investigations

7.5.1 Contractor shall conduct background investigation, including live scanning (fingerprint) of their own staff. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.5.2 Contractor certify that their staff who will perform services under this contract have undergone the required background investigation and been cleared prior to providing services and that any staff members who are out of compliance, will be removed immediately, If a member of Contractor's staff does not pass the background investigation.

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

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

7.6 Confidentiality

7.6.1 Contractor must 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.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the Director of DCFS or his/her designee.

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

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Director of DCFS or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor must 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.

8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its

rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, 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 without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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 will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

8.5.1.1 Within five business days after the Contract effective date, the contractor must provide the County with the

contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will

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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

8.7 Compliance with Civil Rights Laws

The 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 will, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1** Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the

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

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a

preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must 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.

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

8.11.3 Contractor is only bound by this paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or

terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to

post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

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

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

8.14.2 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 will during the term of this Contract, maintain 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 will 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).

8.15 County's Quality Assurance Plan

8.15.1 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.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the

contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2** If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor must 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.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 Paragraph 8.1 (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.

8.19 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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.

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will 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 will be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be,

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor will 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 will 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.

8.22.3 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 will 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.

8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must 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.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents

(defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

8.24.2.5 Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
510 Vermont Avenue, Los Angeles CA 90020
Attention: Contract Manager, ESS Program

8.24.2.6 Contractor also must 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 must 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.

8.24.3 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) must 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 must 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 must 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will 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 must 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.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 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 must 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.

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also

must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.25.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that

arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A Statement of Work hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the

contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.28.3** The contractor must 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 must 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.
- 8.28.4** The 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.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.
- 8.28.6** If permitted by law and applicable collective bargaining agreements, the contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of DCFS or his/her designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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 will 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.

8.36 Public Records Act

8.36.1 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The contractor must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the

County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

- 8.37.2** 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 Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** 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 must file a copy of such audit report with the County's Auditor Controller within thirty (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 will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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.

8.40 Subcontracting

8.40.1 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.

8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 The contractor must 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.

8.40.4 The contractor will 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.

8.40.5 The County's consent to subcontract will 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.

- 8.40.6** 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 must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will 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.
- 8.40.8** The contractor must 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 must ensure delivery of all such documents to:

County of Los Angeles
Department of Children and Family Services
Contract Administration Division
510 S. Vermont Avenue, Los Angeles CA 90020
Attention: Contract Manager, YPP Program

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

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** 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 will be effected by notice of termination to the 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 will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor must:

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

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1** The County may, by written notice to the 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 will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.44.2** The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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.

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

8.45 Termination for Insolvency

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

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

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will 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 will terminate as of

June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

8.50.2 For breach of this warranty, the County will 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.

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

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted

Property Tax Reduction Program” will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The contractor must notify its employees and must 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 must 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](#).

8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

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

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County will 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Hiring Practices

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, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

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 will 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 will survive the expiration, or other termination of this Agreement.

8.58 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9 UNIQUE TERMS AND CONDITIONS

9.1 Data Destruction

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 must 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 must 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.

10 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions shall survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

KIDSAVE INTERNATIONAL, INC.

By

Name

Title

COUNTY OF LOS ANGELES

By _____

Brandon T. Nichols, Director
Department of Children and Family Services

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

David Beaudet
Senior Deputy County Counsel

EXHIBIT A

**STATEMENT OF WORK
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

YOUTH PERMANENCY PARTNERS SERVICES

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**YOUTH PERMANENCY PARTNERS SERVICES
STATEMENT OF WORK**

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YOUTH PERMANENCY PARTNERS SERVICES

STATEMENT OF WORK

SECTION A

1.0 PREAMBLE

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

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and financial security of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability, 2) A Can-Do-Attitude, 3) Compassion, 4) Customer Orientation, 5) Integrity, 6) Leadership, 7) Professionalism, 8) Respect for Diversity, and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability, 2) Community Support and Responsiveness, and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting agencies.

SECTION B – PROJECT FOUNDATION

2.0 BACKGROUND

California’s child welfare agencies serve 60,000 children, twice as many as any other state. More than 60 percent of California’s Foster Youth (34,766) are in Los Angeles County with nearly half living in out-of-home care. The number of Foster Youth in Los Angeles County ages 9-17 now exceeds 11,000. In Los Angeles County, once children reach their teens, social programs turn towards helping them prepare for independent living instead of seeking either legal or relational permanency before they “age out” or are emancipated. Over 1,000 Youth age out each year, but few have a connection to a caring adult who can provide them with meaningful guidance, love, and support.

Emancipated Youth that exit the foster care system and foster care Youth without a stable adult connection are extremely vulnerable. Based on our past experiences of those who “age out” annually: approximately 45 percent will likely not finish high school; 40 percent will likely spend early adulthood on welfare; 25 percent will likely become homeless or be sentenced to jail, prison, or some type of correctional facility within two years of emancipation; and 50 percent of all female foster Youth will likely become pregnant by age 19.

In order to increase the number of prospective adoptive families and create permanent connections for Older Foster Youth, the Department of Children and Family Services (DCFS) needs an agency or organization to recruit, train and support adults who will volunteer to spend their time on weekends mentoring Older Foster Youth to help them find a permanent family or lasting connection. These adults shall be recruited from the local community to be Youth Permanency Partners (YPP). The agency or organization will also need to host events and help facilitate matches between adults and Youth.

3.0 DEFINITIONS

The following words defined for this Statement of Work (SOW) are for reference only and are not intended to solely define the scope of any provision herein. The following words and phrases shall be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

- 3.1 **Caregiver – means** the person who the youth is living with and providing care to.
- 3.2 **Child Protection Hotline – means** a 24-hour toll-free telephone number that anyone can use to report allegation of child abuse or neglect.
- 3.3 **Children’s Social Worker (CSW) – means** social workers with the caseloads of children who are under the supervision and custody of DCFS.

- 3.4 **Confidential Information** – means to any information not exempted in specific legislation and identified as personal, sensitive, or confidential, such as personally identifiable information, individually identifiable health information and medical records, employment and education records, and non-public information as specified in all applicable federal, State and local laws and regulations. In general, any data and information that is exempt from public disclosure under either federal, State, local laws, and County policies is confidential.
- 3.5 **Connection Agreement** – means a document that confirms the start of the Connection Match and outlines the expectations and responsibilities of the YPP, the Youth, and the current caregiver and is agreed upon by these parties. It is signed by the Youth, caregiver, YPP, the YPP Family Support Worker, or Contract Program Director (CPD), and the DCFS Children’s Social Worker (CSW) (if the CSW is present) at the time of the Connection Meeting.
- 3.6 **Connection Events** – means interactive events, facilitated by Contractor, where Youth in need of permanency are able to engage with prospective YPP and permanent families via a Youth-centered activity where all parties are encouraged to participate.
- 3.7 **Connection Matches** – means a mutual agreement of the Youth and approved YPP to a mentorship relationship as a result of having met at a Connection Event and the YPP having received information about the youth.
- 3.8 **Connection Meeting** – means a meeting to match an approved YPP and a Youth to formalize the beginning of their connection relationship that takes place at the Youth’s placement and ensures that all parties understand their roles and responsibilities.
- 3.9 **Data Breach** – means impermissible or unauthorized acquisition, access, use or disclosure of protected or sensitive/confidential information (e.g., legal documents, case information, performance evaluations, personally identifiable information (PII), protected health information (PHI)).
- 3.10 **Families** – means individuals or couples; married or unmarried.
- 3.11 **Family Reunification Services** – means activities designed to reunite the family and provide time-limited foster care services to prevent or remedy neglect, abuse, or exploitation, while the child remains in temporary foster care
- 3.12 **Family Support Worker** – means a person that gives supports and guidance to the YPPs when needed.

- 3.13 **Foster Family Agency** – means a non-profit organization licensed by the State of California to recruit, certify, train, and provide professional support to foster parents.
- 3.14 **Information Security Incident** – means a violation or imminent threat of violation of actual or suspected adverse event impacting the privacy, confidentiality, availability, integrity of data, information, information assets and systems (e.g., virus/worm attack, exposure, loss, or disclosure of personal information and/or confidential information, disruption of data or system integrity, and disruption or denial of availability).
- 3.15 **Lasting Connection** – means an ongoing relationship with a YPP where the YPP has committed to a relationship on an ongoing basis.
- 3.16 **Legal Permanency** – means either guardianship or adoption as ordered by the dependency court.
- 3.17 **Non-Relative Families** – means families that are no relation to the child.
- 3.18 **Older Foster Youth** – means children or Youth with an age range of 9-17 years old, who are in the Los Angeles County foster care system.
- 3.19 **Orientation** – means a brief overview of the Contractor’s program for prospective YPP that can be conducted online, individually, or in a group meeting.
- 3.20 **Permanency** – means a stable and unchanging situation for a Youth, whether Legal Permanency or Relational Permanency. Permanency is the goal for all children.
- 3.21 **Permanency Promotion Training** – means in-person or online training on how prospective YPPs will promote and support Youth.
- 3.22 **Permanent Connection** – means a family-like relationship where an adult, who has been a YPP for at least one year, commits in writing to the Contractor their plan to consistently remain in the youth’s life.
- 3.23 **Permanent Family** – means a household where at least one committed adult provides a loving, safe, stable, and secure environment and a lifelong commitment, which includes adoption and legal guardianship.
- 3.24 **Personally Identifiable Information (PII)** – means any information about an individual maintained by an organization or other entity, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- 3.25 **Post Event Conference** – means a phone or in-person conference that takes place after each Connection Event, in which Contractor facilitates a call or a meeting with County Program Manager (CPM), or designated staff, to discuss the Youth who were in attendance.
- 3.26 **Pre-Service Training** – means a series of classes designed to prepare families to become a Resource Parent.
- 3.27 **Prospective Youth Permanency Partner (YPP)** – means an individual or family that is in the process of becoming a YPP.
- 3.28 **Protected Health Information (PHI)** – means any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity) and can be linked to a specific individual.
- 3.29 **Relational Permanency** – means relationship or a long-lasting non-legal connection between a Youth and a caring adult who provides a permanent, parent-like connection for that Youth.
- 3.30 **Resource Parent/ Resource Family** – means one or more people of a family unit that have an approved family assessment either by DCFS or a Foster Family Agency and are therefore approved by DCFS to take kin and unrelated children as needed for placement.
- 3.31 **Short-Term Residential Treatment Centers** – means group homes that will provide short-term, specialized, and intensive treatment and will be used only for children whose needs cannot be safely met in a family setting.
- 3.32 **Support** – means methods that the Contractor can utilize to reach out and support prospective and approved YPPs, starting from the initial point of contact when a family states its interest in becoming a YPP through the period in which a YPP and foster Youth are in a Connection Match. Support can include, but is not limited to: assistance with applications, monthly outreach calls to prospective or approved YPP to offer assistance and for status updates, and additional linkage or resources, as needed.
- 3.33 **Youth Permanency Partners (YPP)** – means adults at least 25 years' old who are volunteer mentors and make a commitment to visit the Youth at least two times each month, which may include overnight visits and are approved by CSWs that report to the Project Manager.
- 3.34 **YPP Initial Training** – means the required education provided to prospective YPPs that the families must complete before they can be approved as a YPP.

4.0 COUNTY'S GENERAL RESPONSIBILITIES

- 4.1 County shall provide a County Program Manager (CPM) or designee to coordinate the delivery of the services of this Contract with the Contractor's Program Director and provide oversight of the contracts with subcontractors.
- 4.2 CPM or designee shall have authority to monitor Contractor performance in the day-to-day operation of this Contract.
- 4.3 CPM shall provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract or the contracts of the subcontractor. CPM is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 4.5 CPM may, at his or her sole discretion, direct the Contractor to remove any personnel doing work on this Contract who have performed acts that are detrimental to the safety and well-being of the YPP participant.
- 4.6 CPM shall approve the Contractor's required reports.
- 4.7 The DCFS Resource Family Support and Permanency Division that is responsible for adoptions will be responsible for conducting Live Scans (criminal background checks), child abuse clearances, and YPP assessments for prospective YPPs. With CPM approval, a YPP assessment may be completed by a Foster Family Agency.
- 4.8 County shall provide transportation for all Youth to the first Connection Event.
- 4.9 County shall only provide the Youth's transportation for the youth the first time the youth attends a Connection Event. After the youth's first event, Contractor shall provide transportation for the Youth to and from the Connection Events. Contractor shall identify drivers for the Youth and contact the Youth and caregivers to ensure transportation to the event is fully arranged and coordinated.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 5.1 Contractor shall perform all the requirements detailed in this Contract in accordance with the Statement of Work (SOW).
- 5.2 Contractor shall recruit, train, and support Youth Permanency Partners (YPP), who will mentor and support Older Foster Youth per this contract.

- 5.3 Contractor shall ensure that YPPs have been approved by the County before they are matched with a Youth.
- 5.4 Contractor shall have sufficient paid and volunteer staff to meet the needs of the program.
- 5.5 Contractor shall ensure that all volunteers, including YPP shall not spend any time alone with any of the Youth without prior to written approval from the CPM or designee. This can be via email or text.
- 5.6 When submitting the YPP application to DCFS, Contractor shall submit the following completed documents to the CPM or designee:
 - 5.6.1 Release of information allowing DCFS to review the prospective YPPs documents. Contractor shall create a template for this and have it approved by the CPM or designee.
 - 5.6.2 Copy of current driver's license, proof of current auto insurance, vehicle registration, and proof of enrollment in First Aid/CPR.
- 5.7 Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

6.0 CONTRACTOR'S STAFF

- 6.1 Contractor shall assign a Contract Program Director (CPD) to ensure that all of the contract deliverables are being met.
 - 6.1.1 CPD shall effectively communicate in English, both orally and in writing.
 - 6.1.2 CPD shall be available to the CPM by phone or email during business hours. CPD, or designee, shall be responsible for responding to the inquiries from the CPM by the next business day.
 - 6.1.3 CPD shall ensure the deliverables are being met and oversee the administration of the program.
 - 6.1.4 Minimum Qualifications:
 - 6.1.4.1 CPD shall have a Bachelor's degree, in any field, and at least three years of experience within the last five years heading a mentorship program for adults with Older Foster Youth, or a program that includes finding Legal and Relational Permanency for the Youth that includes adult volunteers working with Youth.

- 6.1.4.2 CPD shall have three years of experience within the last five years working with the Los Angeles County Child Welfare System.
- 6.2 Contractor shall have a full-time YPP Program Manager (PM) to oversee the daily operations of the program.
 - 6.2.1 Minimum Qualifications:
 - 6.2.1.1 Shall have at minimum, a Bachelor's degree in Social Work, Psychology, or a related field.
 - 6.2.1.2 Shall have at least two years of experience within the last five years outreaching to and supporting that are involved with or want to be involved with a program that includes Older Foster Youth.
 - 6.2.1.3 Shall have at least two years of experience within the last five years working in programs that included Older Foster Youth.
 - 6.2.1.4 Shall have experience working with or in a County Child Welfare System.
 - 6.2.1.5 Shall be able to effectively communicate in English, both orally and in writing.
- 6.3 Contractor shall have a YPP Family Support Worker who work at minimum 20 hours per week providing ongoing support to Older Foster Youth and approved and prospective YPPs.
 - 6.3.1 Minimum Qualifications:
 - 6.3.1.1 Shall have a minimum of two years of experience within the last five years supporting Older Foster Youth and families.
 - 6.3.1.2 Shall have the ability to respond to the YPP and provide emotional support and guidance as requested by the YPP.
 - 6.3.1.3 Shall have at minimum, a Bachelor's degree in Social Work, Psychology or a related field.
 - 6.3.1.4 Shall be able to effectively communicate in English, both orally and in writing.

SECTION C – SERVICE DESCRIPTION

7.0 TARGET POPULATION

- 7.1 The target population for the YPP program is Older Foster Youth, ages 9 to 17, who are in need of an adoptive family, legal guardian, or a Lasting Connection. These are Youth that have had Family Reunification Services terminated by Dependency Court. The Youth may be living in foster families, group homes or Short-Term Residential Treatment Centers.
- 7.2 The target population are youth, between the ages of 9-17, identified and referred to the YPP program by the CPM or designee. The CPM or designee will determine if a youth is appropriate for the YPP program and then refer the youth to the Contractor.

8.0 SCOPE OF WORK

The goal of this program is develop Youth Permanency Partners (YPPs) that will mentor older youth and help those youths find permanency or permanent connection.

8.1 REFERRAL TO THE YPP PROGRAM

8.1.1 Referral of Youth

CPM or designee shall refer the Youth to the Contractor by submitting names and other non-confidential, but relevant information to the Contractor.

8.1.1.1 Contractor shall only accept referrals of youth from the CPM or designee. The CPM will determine if a youth is appropriate for the YPP program and then refer the youth to the Contractor and provide information including but not limited to: 1) The name, gender, date of birth, and the caregivers contact information, 2) The contact information of the services Children's Social Worker and the adoptions Children's Social Worker (if there is one), and 3) Any relevant history, behavior or medical challenges of the youth that are necessary for the Contractor to know in order to keep the youth emotionally and physically safe at events and to appropriately assist in matching them to a YPP.

8.1.1.2 Once a youth is in the program, Contractor shall have contact with the youth at least to times each month.

8.1.2 Referral of prospective YPP

8.1.2.1 Contractor is responsible for insuring that there are a sufficient number of prospective YPP to meet the number requirements listed in this section for training, attending the Connect Events, and matching.

8.1.2.2 Contractor shall identify which prospective YPPs will attend the Connection Events.

8.1.2.3 Contractor shall also include any prospective adoptive families that are referred through DCFS or Foster Family Agencies in the connection events. If there are too many families identified for the event, the Contractor shall consult with the CPM to determine which prospective and approved YPPs shall be invited to attend the upcoming event.

8.2 During the term of this Contract, Contractor shall provide to prospective and/or approved YPPs orientations, trainings, Connection Events, Connection Meetings and Support consistent with this Statement of Work, and the terms of the Contract.

8.3 CPD or designee shall attend all meetings as arranged by the CPM. Contractor shall be provided at least 5 business days' notice by the CPM.

8.4 Contractor shall obtain approval from the CPM of all protocols and procedures developed within the first 60 calendar days after the contract start date of the contract.

8.5 Orientations and Application:

8.4.1 Contractor shall facilitate YPP orientations that present an overview of the program and how it works, explain what it means to be a YPP, details roles and responsibilities of a YPP, information about Youth in foster care, and explain the application process to become a YPP.

8.4.2 All materials used for the Orientations must be reviewed and approved by the CPM within 30 days of receipt of the contract.

8.4.3 Contractor shall notify the prospective YPP that they will be volunteer mentors who can help the Youth with their academic, well-being, and life skills as needed, as well as advocate finding a Permanent Family for the Youth.

8.4.3.1 YPP must make a minimum of a one-year commitment to participate as a YPP.

8.4.3.2 YPP may extend the one-year commitment with the approval of the CPM.

8.4.3.3 YPP must make a commitment to visit the Youth at least two times each month, which may include holidays and school vacation. These visits are mainly on weekends.

8.4.3.4 YPP may schedule overnight visits with the consent of the CSW or CPM or CPM designee.

8.4.4 Contractor shall conduct a minimum of two orientations for prospective YPPs per month via online or in person to a group or an individual.

8.4.4.1 Contractor shall provide an orientation to a minimum of 5 prospective YPPs each month.

8.4.5 Contractor shall ensure a minimum of 25 YPPs per contract year who complete one orientation, the application packet and are approved to become YPPs.

8.4.5.1 The application packet shall include: application, driver's license, proof of current automobile registration and insurance, proof of CPR/First Aid certificate (no more than two years old), copy of YPP training certificates.

8.5 Training:

8.5.1 YPP Initial Training

8.5.1.1 All training materials shall be developed by the Contractor and provided and approved by the CPM within the first 60 days after the contract start date.

8.5.1.2 Contractor shall provide in-person, County approved YPP Initial Training, within the first 90 calendar days after the contract start date to prospective YPP.

8.5.1.3 YPP Initial Training shall include the following elements: attachment issues, trauma, loss and grief, and how a child's life is impacted being in foster care.

8.5.1.3.1 Training must be provided by a trainer that has a minimum of a Bachelor's degree in Social Work, Psychology or a related field and a minimum of two years of experience providing training to adults working with Foster Youth.

8.5.1.4 Each YPP Initial Training shall consist of a minimum of 10 hours in-person training carried out over a minimum of two days.

- 8.5.1.5 Contractor shall provide the 10-hour YPP Initial Training at a minimum of once a month to new prospective YPPs. Prospective YPPs must complete one of the 10-hour sessions prior to being assessed by DCFS.
- 8.5.1.6 Contractor shall ensure a sufficient number of prospective YPPs complete the YPP Initial Training or complete County or Foster Family Agency Resource Family Approval Pre-Service training in order to ensure the minimum of 25 approved YPPs.
- 8.5.1.7 If the prospective YPP has completed Pre-Service Training through the County or a Foster Family Agency, they do not need to complete the YPP Initial Training.

8.5.2 Permanency Promotion Training

- 8.5.2.1 Contractor shall provide County approved Permanency Promotion Training within 60 calendar days after the contract start date.
- 8.5.2.2 Permanency Promotion Training shall train prospective YPPs in their roles and responsibilities as an advocate.
- 8.5.2.3 Each Permanency Promotion Training shall be at a minimum, two hours long and can be conducted online or in-person.
- 8.5.2.4 Contractor shall provide a Permanency Promotion Training at a minimum of once a month.
- 8.5.2.5 Contractor shall ensure all prospective YPPs complete the training one time.

8.6 Connection Events:

- 8.6.1 Contractor is responsible for organizing and facilitating Connection Events.
- 8.6.2 Contractor shall ensure that all Connection Event logistics are pre-approved by DCFS at least 30 days prior to each event.
- 8.6.3 Contractor shall organize a minimum of 10 Connection Events per Contract year.
- 8.6.4 Contractor shall organize and facilitate a minimum of six large interactive Connection Events that shall have a minimum of 20 Youth referred by DCFS and 25 prospective or approved YPPs; and four

smaller interactive Connection Events that have a minimum of eight Youth referred by DCFS and 10 prospective or approved YPPs

- 8.6.5 Contractor shall receive CPM approval prior to the Connection Event, if the minimum number of perspective or approved YPPs is not going to be present at the event.
- 8.6.6 Contractor shall ensure that Connection Events be youth-centered and include interactive activities that promote positive interactions.
 - 8.6.6.1 Contractor shall ensure that the Connection Events are at various locations that will give Youth a variety of experiences and will promote interactions between the Youth and the YPP.
- 8.6.7 Contractor shall provide sufficient staff at all Connection Events to ensure the safety of all Youth.
- 8.6.8 Connection Event venues shall be compliant with Americans with Disabilities Act.
- 8.6.9 Connection Events shall be on the weekends unless approved by the CPM.
- 8.6.10 Connection Events shall be a minimum of two hours in length.
- 8.6.11 Contractor shall arrange food and beverages from a vendor approved by CPM at all Connection Events for the Youth and adults.
- 8.6.12 Transportation:
 - 8.6.12.1 Contractor shall verify with the CPM or designee that: 1) DCFS has approved an adult to drive the Youth and verified that the adult has passed the Live Scan clearance, 2) the adult is an approved Resource Parent before allowing the adult to drive the Youth to their destination, or 3) the adult is an approved YPP.
 - 8.6.12.2 Contractor shall ensure that every driver is familiar with and observes all State of California Vehicle Codes and local traffic rules and ordinances. The law requires drivers and passengers to use available safety belts at all times when driving. Hands-free driving is a State law, which prohibits texting and using cellular phone without a hands-free device while driving. Drivers shall drive vehicles in a safe and responsible manner.
 - 8.6.12.3 Contractor shall develop an application for drivers approved by the CPM and ensure that all drivers have

submitted the application, have a valid driver's license, automobile insurance, and automobile registration. Contractor shall submit the required documents (driver's license and auto insurance) for each driver to County and receive approval from CPM prior to driving the Youth.

8.6.12.4 Contractor shall ensure that all drivers complete a minimum of five hours of the 10-hour YPP Initial Training referred to in Section 8.5.

8.6.12.4.1 Contractor shall consult with the CPM as to which 5 hours of the 10-hour Initial Training the drivers would need to complete.

8.6.12.4.2 If a prospective driver has either a Licensed Foster Parent certificate or a Resource Family Approval certificate, Contractor shall obtain copies of the certificates from the prospective driver and can exempt from taking the 5-hour training. (Note: being approved as a driver does not mean that the adult is approved as a YPP).

8.7 Post Connection Event Surveys:

8.7.1 Contractor shall design and distribute a CPM approved questionnaire to gather information on the Youths' and YPPs' perception of the Connection Events to determine the effectiveness of the events.

8.7.2 Contractor shall provide questionnaires for the Youth that include questions as to whether the Youth met a prospective or approved YPP whom they would like to see again and get to know better.

8.7.3 Contractor shall provide questionnaires for the YPP that include questions as to whether the YPP met any Youth they would like to get to know better, be matched with, or adopt

8.7.4 Contractor shall keep all the original responses to the questionnaire in hard copy or electronic format and make them readily available upon CPM's request.

8.7.5 Contractor shall prepare an Event Summary Matrix Report based on the YPPs and Youths' responses and send the report to CPM within five business days after each event.

- 8.8 Contractor shall arrange and facilitate a Post Event Conference call or meeting with CPM, or designee, within ten business days after each Connection Event, on a non-holiday weekday.
- 8.9 Connection Match:
- 8.9.1 Contractor shall make a request to the CPM to formalize a Connection Match once an approved YPP wishes or agrees to be mentored by the YPP and the youth wishes to or agrees to be mentored by that YPP.
- 8.9.2 Contractor shall have monthly telephone conferences with the CPM or designee and gain approval from the CPM before making any matches. Contractor shall create and maintain a tracking log of all monthly telephone conference and the outcomes from these conferences.
- 8.9.3 Contractor shall ensure that the youth and the YPP attend a minimum of three Connection Events before submitting a request for a YPP match to the CPM. Contractor shall keep a log of the YPP and youth attendance at events to verify that they each attended a minimum of three events before being matched.
- 8.10 Connection Meeting:
- 8.10.1 Contractor shall create YPP Connection Agreement form outlining the roles and responsibilities of the YPP, the caregiver, and the Contractor for Connection Matches and obtain CPM approval of the agreement within 60 days of the start of the contract.
- 8.10.2 Contractor shall arrange and coordinate a Connection Meeting as specified below:
- 8.10.2.1 Prior to the Connection Meeting, Contractor shall identify and verbally remind the youth, caregiver, YPP and CSW that the Connection Meeting date marks the start of the YPP one-year commitment to the Youth.
- 8.10.2.2 Contractor shall invite and ensure that the caregiver, Youth, YPP, CSW (whenever possible), and YPP Family Support Worker (or CPD) attend the Connection Meeting.
- 8.10.2.3 Contractor shall arrange and hold the Connection Meeting at the Youth's residence.
- 8.10.3 At the beginning of the Connection Meeting, Contractor shall ensure that Contractor introduces the YPP as a new member of the Youth's team and describe the roles and responsibilities of the YPP to all those attending the Connection Meeting.

8.10.4 Also at the beginning of the Connection meeting, contractor shall explain to the participants in the Connection Meeting the following information: 1) What the Youth can expect from the YPP; 2) How the YPP will work with the Youth's caregiver; 3) What to do during an emergency situation; 4) Medication regime for the Youth, if any; 5) Visitation policies, best days to visit, frequency of day and overnight visits; 6) Interest in adoption, if applicable; and 7) Attendance at Connection Events.

8.10.4.1 Contractor shall insure that all the above information is included in the YPP Connection Agreement along with the elements listed in 8.10.2.1.

8.10.5 Contractor shall complete the Connection Agreement at the Connection Meeting and provide a copy of the signed agreement to the CPM within 5 calendar days of the Connection Meeting.

8.10.5.1 The YPP Connection Agreement form shall include the following elements:

8.10.5.1.1 YPP agrees to be the Youth's YPP for a minimum of one year.

8.10.5.1.2 YPP agrees to arrange visits through the caregiver and see the Youth at least twice a month.

8.10.5.1.3 YPP understands that overnight visits are with the consent of the Services or Adoption CSW and the caregiver and are to be arranged ahead of time with the caregiver.

8.10.5.1.4 YPP agrees to provide a safe environment for the Youth at all times and ensure that the Youth wears a seat

8.10.5.1.5 YPP agrees to contact the Child Protection Hotline at (800) 540-4000, the Contractor, and the caregiver for any emergencies.

8.10.5.1.6 YPP agrees to give the Youth any prescription medication as needed and given to them by the caregiver.

8.10.5.1.7 YPP agrees to not leaving the Youth alone with any other adults while in the YPP's care.

8.10.5.1.8 YPP agrees not to use illegal, illicit, or recreational drugs (even if legal) or smoke cigarettes, or consume alcohol, in the presence of the Youth.

8.10.5.1.9 For the first year, YPP agrees to report back to the Contractor in writing via email, within 5 calendar days, as to how the visit went and if there were any problems, concerns or challenges with the visit.

8.10.5.1.10 After one year, the YPP does not have to provide reports on visits and may continue the YPP relationship indefinitely with the consent of the services or adoption CSW in order to be a positive adult connection in the youth's life and to help the youth reach permanency if that remains the youth's plan.

8.10.5.1.11 The Caregiver agrees to work with the YPP to arrange visits.

8.10.5.1.12 The YPP agrees to transport the youth to Connection Events to meet prospective adoptive families when determined appropriate by the Contractor.

8.10.6 Contractor shall ensure that the YPP and caregiver share each other's contact information.

8.10.7 Contractor shall ensure that the YPP receive the CSW contact information.

8.10.8 Contractor shall maintain contact with the YPP at minimum two times a month, and provide proof to CPM upon request, throughout one-year commitment and shall notify the CPM of any problem with the visits.

8.10.9 Contractor shall ensure that all parties in attendance sign the YPP Connection Agreement indicating that they fully understand the roles and responsibilities of the YPP, the caregiver, and Contractor.

8.10.10 Contractor shall ensure that a minimum of 12 Youth per contract year have a YPP to support, mentor, and advocate for them.

8.10.11 Contractor shall work with County to identify Legal Permanence for the youth. Contractor shall work with County to identify Legal Permanence for a minimum of 20 percent (20%) of the Youth that participate in the program.

8.11 Support:

8.11.1 Contractor shall provide Support to prospective YPPs and approved YPPs as they go through the approval process, as well as after the County approves them.

- 8.11.2 Contractor shall contact the prospective YPPs and approved YPPs either in-person, via telephone, text, or e-mail at minimum of twice a month for as long as they are in the program and participating in events.
- 8.11.3 Contractor shall have contact with the YPPs twice a month during the first year they are in a YPP match with a Youth.
- 8.11.4 Contractor shall, during the first year of the YPP match, review all written reports provided by the YPP after visits and notify the CPM within 2 business days if there were problems or concerns. Contractor shall develop a tracking log that indicates that they have received the YPP written reports for that month and that they have reviewed them.
- 8.11.5 Contractor shall notify the YPP that after the first year of the YPP match, the YPP no longer has to report on each visit.
 - 8.11.5.1 Contractor shall have monthly contact with the YPP by telephone or email If the youth is still in the YPP program and attending Connection events to meet prospective adoptive families. Contractor shall document the contact, and make the contacts available upon request by the CPM.
- 8.12 Contractor agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of Contractor, and therefore, Contractor shall have no claim against the County.

SECTION D – SERVICE REPORTS

9.0 REPORTS

9.1 Monthly Reports:

9.1.1 Contractor shall provide to the CPM, or designee, a monthly report of activities and include all documents or reports, such as expense receipts and staff hourly reports, to support its monthly invoices. Staff hourly reports shall be signed and dated, and the expense receipts shall have time stamps and enough details to support the transactions.

9.1.2 The monthly report shall be provided within 5 business days of the last day of the previous month.

9.2 Contractor shall provide bi-annual and annual reports.

9.3 Bi-annual Report:

9.3.1 The bi-annual report shall be submitted electronically on or before the 10th day of the sixth month from the execution date of this Contract.

9.3.2 The format of the bi-annual report shall be designed by the Contractor and pre-approved by the CPM.

9.3.3 The bi-annual report shall include:

- 1) List of prospective YPPs that attended the Orientations;
- 2) List of prospective and approved YPPs that the Contractor supports (including the method and frequency);
- 3) List of prospective YPPs that complete the Initial training and the Permanency Promotion Training, including dates and locations as detailed in Subsection 8.5
- 4) List of prospective and approved YPPs and prospective adoptive families that attended Connection Events;
- 5) List of Youth that attended Connection Events;
- 6) List of Youth that have been matched with a YPP; and
- 7) List of Youth who have been matched for adoption, guardianship, or an adult who has committed in writing to being a Lasting Connection for the Youth when they exit the

foster care system.

9.4 Annual Report:

9.4.1 The annual report shall include the same items listed as the bi-annual report. The annual report shall cover the whole Contract year.

9.4.2 The format of the annual report shall be designed by the Contractor and pre-approved by the CPM.

9.4.3 The annual report shall be submitted electronically within twenty business days after the last day of the Contract year and include the following information for the Contract year.

- 1) List of prospective YPPs that attended the Orientations;
- 2) List of prospective and approved YPPs that the Contractor supports, which would include the method and frequency of support;
- 3) List of prospective YPPs that complete the trainings detailed in Subsection 8.5 (clearly identify the trainings that prospective YPP complete);
- 4) List of prospective and approved YPPs and prospective adoptive families that attended Connection Events;
- 5) List of Youth who attended Connection Events;
- 6) List of Youth who have been matched with a YPP; and
- 7) List of Youth who have been matched for adoption, guardianship, or an adult who has committed in writing to being a Lasting Connection for the Youth when they exit the system.

9.5 Contractor shall maintain and make available to CPM upon request all program and client records as follows:

9.5.1 List of all individuals that attended an orientation, including dates and locations.

9.5.2 List of all individuals that attended training, including dates and locations.

9.5.3 Sign-in sheet for all individuals who attended Connection Events, including dates and location.

- 9.5.4 Sign-in sheet for all Youth who attended Connection Events, including dates and location.
 - 9.5.5 Copies of all Connection Meeting Agreements, including dates and locations of the meetings.
 - 9.5.6 List of families considering adoption of an Older Foster Youth.
 - 9.5.7 List of prospective YPPs for the Youth.
 - 9.5.8 Record of Contractor contact attempts with approved YPPs and prospective YPPs.
 - 9.5.9 Contractor shall maintain copies of all valid driver's licenses and provide them to CPM upon request.
- 9.6 The format of Contractor reports and subsequent revisions thereto, shall be submitted in an electronic format (e.g., Microsoft Excel, pdf). Contractor shall submit the draft format of the report to the CPM for approval 10 days prior to the due date of the first report.

SECTION E – QUALITY ASSURANCE PLAN

10.0 QUALITY ASSURANCE PLAN

- 10.1 Contractor shall establish and utilize a comprehensive Quality Management Program and Plan within the first 60 days of after the contract start date, including Quality Assurance and Quality Improvement processes, to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.
- 10.7 The QAP shall be effective within the first 60 days after the Contract start date and shall be updated as changes occur and resubmitted to CPM for review and approval
- 10.2 Contractor shall produce and implement, within the first 60 days after the contract start date, a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure that Contract requirements are met.
- 10.3 The QAP shall be submitted to CPM for review and approval within the first 60 days after the Contract start date and as changes occur.
- 10.5 The QAP shall include activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
- 10.6 Contractor shall make changes to the QAP upon written request from the CPM. Changes shall be submitted within five business days of the request.
- 10.8 Contractor shall incorporate the use of a Performance Requirements Summary, in its QAP and ensure the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- 10.9 Contractor shall ensure that professional paid staff rendering services under the Contract have the necessary prerequisites.
- 10.10 Contractor shall include a plan in the QAP to ensure uninterrupted service in the event of a strike by County or Contractor's employees or other potential disruption in service.
- 10.11 Contractor shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.

11.0 QUALITY ASSURANCE MONITORING

- 11.1 CPM or other personnel authorized by the County, shall monitor Contractor's performance under this Contract using the QAP specified in this SOW. All monitoring shall be conducted in accordance with Section 8.19, County's Quality Assurance Plan, of the Contract.
- 11.2 Contractor shall make sufficient efforts to identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable.
- 11.3 Contractor shall: 1) within one business day, notify CPM of any difficulty, problem, or incidents that may affect or delay the progress or completion of work; and 2) work with CPM to resolve such issues to avoid further problems.
- 11.4 Contractor shall take the necessary corrective actions when either party of this Contract identifies a deficiency in performance or procedures.
- 11.5 Contractor shall respond to CPM when they are noticed by CPM by phone, email, written notice or User Complaint Report (UCR), within two business days that service delivery is deficient or Contract requirements are not met.
- 11.6 Contractor shall work with CPM to resolve any issues that emerge regarding Contractor's performance, and shall have all non-emergent issues resolved within thirty days of notification of the issue by the CPM unless otherwise agreed by both parties of this Contract.
- 11.7 Contractor shall provide a record of all their corrective actions, date problem was first identified, clear description of problem and the number of days or hours between the date they identified the issue and the date they took corrective action to resolve the issue.
- 11.8 If Contractor's performance requirements are not met or deficiencies are not effectively corrected on time, the CPM may call Contractor, or send Contractor a User Complaint Report, or both. Contractor shall respond to a call within 72 hours and respond to a UCR within 24 hours of receipt. All performance requirement issues shall be reported to the CPM.

12.0 MATERIALS AND EQUIPMENT

- 12.1 CONTRACTOR shall purchase and provide all materials or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall provide materials and equipment needed to render the Contract services.

13.0 GREEN INITIATIVES

- 13.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

14.0 DATA COLLECTION

- 14.1 Contractor shall collect, manage, and submit data as directed by the County to demonstrate outcomes inclusive of the new guidelines set forth by DCFS. Contractor shall work with the County to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Contractor shall perform data entry to support these activities.
- 14.2 Contractor shall: (a) use County data and information set forth in this Agreement and otherwise for the purposes or projects approved by the County; (b) ensure individual anonymity and adhere to the mandates for confidentiality; (c) not disclose or disseminate any sensitive/confidential information including Personally Identifiable Information (PII), Protected Health Information (PHI) and Medical Information (MI) to the public; (d) implement reasonable and adequate measures and safeguards to protect and preserve the privacy, confidentiality, availability and integrity of County data and information (electronic or hard copy); and (e) implement reasonable and necessary measures to timely identify, detect, protect, respond, mitigate, and prevent against any (intentional or accidental) unauthorized acquisition, access, use, modification, disclosure, loss or damage of County data and information by any cause (manmade and natural); and (f) Comply with all applicable federal, State, local, and County data and information protection rules, laws, regulations, mandates, ordinances, standards, best practices, guidelines, directives, policies, and procedures including California Civil Code Section 1798.82, California Penal Code Section 502, and Los Angeles County Board of Supervisors Policy Manual Chapters 3 (3.040 - Records Management and Archive of County Records), 5 (5.200 - Contractor Protection of Electronic County Information) and 6 of County's Policy Manual, which can be accessed at [consthttps://library.municode.com/ca/la_county_bos/codes/board_policy](https://library.municode.com/ca/la_county_bos/codes/board_policy).
- 14.3 Contractor shall obtain CPM's prior written permission to use County's data and information for any other purpose or project described in this Agreement.
- 14.4 Contractor shall adequately secure and encrypt all County's electronic data and information while at storage (e.g., servers, workstations, portable/mobile devices, wearables, tablets, thumb drives, external hard drives, etc.) using Advanced Encryption Standard (AES) with a minimum cipher strength of 256-bit in accordance with: (a) Federal Information

Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

- 14.5 Contractor shall transfer and transmit data and information securely via online methods such as secure file transfer (SFTP) software, encrypted email or using encrypted magnetic or optical media. The Contractor and County shall determine the transfer method appropriate for the Project. All transmitted data and information must be encrypted using the latest stable version of Secure Sockets Layer (SSL)/Transport Layer Security (TLS) with a minimum cipher strength of 128-bit 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.
- 14.6 Contractor shall return or destroy thoroughly and irretrievably all County data and information in any form, format or medium upon termination of this Agreement. County data and information (electric and hard copy) must be properly purged, cleared, shredded, sanitized or destroyed in fashion that it is rendered unusable, unreadable, or indecipherable to unauthorized individuals consistent with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization. Contractor shall provide proper and satisfactory proof of proper destruction and sanitization of County data and information within ten (10) business days of data destruction.
- 14.7 Contractor shall provide the County within ten (10) business days of its request, a certification that certifies and validates compliance with the encryption standards set forth above.
- 14.8 Contractor shall provide notice to County Program Manager and DCFS Chief Information Security Officer (CISO) upon discovery or reasonable belief of an Information Security Incident, Data Beach or unauthorized access, exposure, acquisition, disclosure, compromise, loss of County data and information.

15.0 PROGRAM OUTCOMES

- 15.1 Contractor shall adhere to the measures specified in Performance Requirements Summary.
- 15.2 Contractor shall design an evaluation tool to collect and track the deliverables in the SOW.

PROGRAM OUTCOME SUMMARY		
PROGRAM: YOUTH PERMANENCY PARTNERS SERVICES		
OUTCOME GOALS: Permanency		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Older Youth will have an identified Permanent Family or Lasting Connection.	12 Youth in the program will have either a Permanent Family or Lasting Connection per contract year.	Contractor shall keep data on all Youth that attend events and any matches with YPP or prospective adoptive families that attend the events.

11 COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR’S ADMINISTRATION

CONTRACTOR’S NAME: _____

CONTRACT NO. _____

CONTRACTOR’S PROJECT MANAGER:

Name: Click or tap here to enter text. _____

Title: Click or tap here to enter text. _____

Address: Click or tap here to enter text. _____
Click or tap here to enter text. _____

Telephone: Click or tap here to enter text. _____

Facsimile: Click or tap here to enter text. _____

E-mail Address: Click or tap here to enter text. _____

CONTRACTOR’S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text. _____

Title: Click or tap here to enter text. _____

Address: Click or tap here to enter text. _____
Click or tap here to enter text. _____

Telephone: Click or tap here to enter text. _____

Facsimile: Click or tap here to enter text. _____

E-mail Address: Click or tap here to enter text. _____

Name: Click or tap here to enter text. _____

Title: Click or tap here to enter text. _____

Address: Click or tap here to enter text. _____
Click or tap here to enter text. _____

Telephone: Click or tap here to enter text. _____

Facsimile: Click or tap here to enter text. _____

E-mail Address: Click or tap here to enter text. _____

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text. _____

Title: Click or tap here to enter text. _____

Address: Click or tap here to enter text. _____

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

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FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

