

# INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

## County of Los Angeles



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Executive Director

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Director, Mental Health

January 7, 2025

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

Dear Supervisors:

### REQUEST TO APPROVE A SOLE SOURCE CONTRACT WITH FRIENDS OUTSIDE IN LOS ANGELES COUNTY FOR THE INCARCERATED PARENTS PROGRAM FOR FOSTER CHILD VISITATION FUNDED WITH ASSEMBLY BILL 2994 SURPLUS CHILDREN'S TRUST FUNDS (ALL SUPERVISORIAL DISTRICTS) (3VOTES)

### SUBJECT

The Inter-Agency Council on Child Abuse and Neglect (ICAN) requests the Board's approval to execute a sole source contract with Friends Outside in Los Angeles (FOLA) for the Incarcerated Parents Program (IPP) for Foster Child Visitation.

### IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or designee, to execute a contract substantially similar to enclosure attached, with FOLA for the provision of its IPP for Foster Child Visitation. The term of the contract will be for two years effective February 1, 2025 through January 31, 2027, with one optional one-year extension period through January 31, 2028. This will provide sufficient time for DCFS to complete a Request for Information (RFI) to determine if there are other agencies able to provide services similar to IPP. If it is determined that there are other agencies able to provide these services, DCFS will then release a Request for Proposal (RFP).

The Maximum Annual Contract Amount is \$244,356.60, financed using 100 percent Assembly Bill (AB) 2994 funds deposited in the Children's Trust Fund. The options to extend will be exercised by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS notifies the Board and the Chief Executive Office (CEO), in writing, within ten business days of execution.





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2. Delegate authority to the DCFS Director, or designee, to execute amendments to the contract to change terms and conditions, if necessary, to accommodate unanticipated changes in service needs and to increase or decrease the contract amount not to exceed twenty-five (25) percent of the Annual Contract Amount, provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to executing such amendments; and c) the Director of DCFS notifies the Board and the CEO, in writing, within ten business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to amend the contract for programmatic changes, provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendments; and c) the Director of DCFS notifies the Board and CEO, in writing, within ten business days of execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default by written notice, provided that: a) County Counsel approval is obtained prior to execution of such written notice and b) the Director of DCFS notifies the Board and CEO, in writing, within ten business days of execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In collaboration with DCFS, ICAN, and the Los Angeles County Sheriff's Department (LASD), FOLA continues its work to decrease the emotional trauma experienced by children resulting from their parents' incarceration. Increased visitation and communication have proven to have an impact in decreased recidivism and decreased time to reunification within the child welfare and criminal justice systems. The IPP uses key concepts of DCFS' Protective Factors framework, including Nurturing and Attachment, and Knowledge of Parenting and Child Development. The IPP has created opportunities for improved contact between incarcerated parents and their children, and works to ensure that these relationships are nurtured. Case management services also are provided to the incarcerated parents to assist them in accessing services to address any underlying issues, and to support increased communication and attachment with children.

The IPP has been entrenched in the Century Regional Detention Facility (CRDF) and provided much needed services to incarcerated mothers. In March 2020, the COVID 19 pandemic limited in-person visits at CRDF, and the IPP co-located case manager's primary activities shifted from assisting with in-person visits to providing case management services. As restrictions lifted at CRDF, FOLA gradually resumed efforts with in-person visits between children and their incarcerated mothers.





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In addition, IPP will be expanded to provide visitation services for incarcerated fathers. Research from the National Institutes of Health shows that there is a strong link between a father's incarceration and release and problematic behaviors in children. Paternal incarceration can increase children's behavioral problems, which can be shown outwardly as greater emotional displays, aggressiveness, or defiance; or shown inwardly as sadness, withdrawal, or anxiety and depression. An important measure to reducing barriers to fatherhood for incarcerated fathers is the promotion of ongoing contact with their children, with an emphasis on face-to-face visitation. Children are able to connect on a much stronger level with their fathers during visits as compared to phone calls or writing. To support father engagement and its benefits to child safety and well-being, DCFS, ICAN, and FOLA have collaborated with the LASD Community Transition Unit (CTU) at the South Facility of the Pitchess Detention Center in Castaic (Pitchess), to expand IPP services to fathers. Pitchess is an all-male County detention center and the LASD CTU has established procedures for visitation at Pitchess' South Facility, with a goal to expanding to other facilities in the future.

The expansion of IPP to Pitchess will require the provision of appropriate staffing, including the need for a full-time co-located case manager to coordinate visits and provide case management services, as well as support for transportation.

The overall goal of this funding is to support child abuse prevention, intervention and treatment efforts and activities to help protect the families and children of Los Angeles County. The IPP provides specialized services to a target population that is highly in need of these services.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended services are consistent with the Countywide Strategic Plan Goal I. Making Investments That Transform Lives, Subsection D, Support Vulnerable Populations: Address conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems.

These services also are consistent with Strategic Goal II: Foster Vibrant and Resilient Communities, Subsection B, Care First, Jails Last: Implement a new vision of community safety in Los Angeles County, one centered on health solutions and services provided in the community so that jail is the last option rather than the first and only response.

The IPP services help to ameliorate the pain of separation and help to maintain the relationship between the child and the incarcerated parent. Strong parent-child bonds improve children's well-being, emotional adjustment, self-esteem, school performance, and feelings of attachment to their parents.





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### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract amount for this contract is \$244,356.60. The Maximum Contract Sum for the two-year contract term is \$488,713.20, and will be \$733,069.80, if contract extension option is exercised through January 31, 2028. This contract will be financed using 100% AB 2994 funds.

There is no fiscal impact to the County. AB 2994 funds stem from birth certificate surcharge funds deposited into the County's Children's Trust Fund. The DCFS Fiscal Operations Division has assured ICAN that sufficient funds remain with the Children's Trust Fund to fund IPP.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In 1982, the Governor of California signed into law two bills aimed at preventing and treating child abuse and neglect. The first bill, AB 1733/Papan (Chapter 1398, Statutes of 1982), authorized the allocation of state funding to counties for child abuse and intervention services offered by public and private, non-profit agencies.

The second law, AB 2994/lmbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, non-profit organizations. The AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate shall be paid to a County Children's Trust Fund.

Both of these laws provide that a designated multi-disciplinary child abuse council develop and recommend funding priorities to the Board of Supervisors. In Los Angeles County, the designated child abuse council is ICAN.

As outlined in the adopted Board Letter first approving funding for IPP, ICAN engaged in a very serious and lengthy process to review and evaluation the proposal for IPP. ICAN formed a special Ad Hoc Group comprised of members from numerous County and City agencies including DCFS, District Attorney, Public Defender, Probation Department, Department of Public Social Services, Department of Health Services, Los Angeles County Office of Education, LASD, Los Angeles City Attorney's Office and the Community Child Abuse Councils. This Ad Hoc Group held a face-to-face meeting and engaged in an extensive process to vet this proposal so that any concerns could be addressed, and to reach consensus regarding recommending approval for funding IPP. During this process, the Ad Hoc Group made some recommendations for improvements to this proposal. Follow-up through email and phone contact was maintained to ensure that the Ad Hoc group's input was integrated into the final proposal.





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### **CONTRACT PROCESS**

ICAN selected FOLA to provide IPP services using the multi-disciplinary process developed pursuant to Welfare & Institutions Code § 18967. FOLA has a long-standing collaborative relationship with LASD and is the primary agency in Los Angeles County working with incarcerated parents. FOLA created the current visitation services and has the expertise to maintain this vital program. ICAN is responsible for making recommendations for community-based non-profit agencies to provide services through AB2994 funding; and DCFS has responsibility for administering the contracts between the County and these community-based agencies provide specialized services using funds from the County's Children's Trust Fund.

The request to execute a contract with FOLA for the provision of its IPP for Foster Child Visitation, effective February 1, 2025 through January 31, 2027, with one optional one-year extension period through January 31, 2028, will provide sufficient time for DCFS to complete a RFI to determine if there are other agencies able to provide services similar to IPP. If it is determined that there are other agencies able to provide these services, DCFS' next step would be to release a RFP.

### **IMPACT ON CURRENT SERVICES**

Promotion of a nurtured relationship and visitation between children and their parents who have cases with DCFS is a primary goal. It is often difficult for DCFS staff to both arrange for and complete such visits. The IPP provides a mechanism to ensure that ongoing in-person visits occur, which have proven to be significantly more beneficial than phone calls and letters.

Additionally, these visits can address the pain experienced by these vulnerable children and their families; can promotion connections between children and their parents and aid in the reduction of the trauma, loss and pain that children of incarcerated persons typically experience. Visitation can have a significant impact on the lives of these children through the maintenance of healthy familial relationships and help them to overcome their fears about what it means for their parent to be in jail and maintain the needed bond between parent and child to promote better self-esteem and future success in life.



**INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT**  
**County of Los Angeles**



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The case management services provided through IPP are an important aid in ensuring that incarcerated parents are fully informed about the status of their case, their case plan and promotes contact with DCFS. These services assist them in meeting the requirements set by the court for reunification and assist them in accessing services to address underlying issues and to support increased communication and attachment with their children.

The IPP is meeting needs that otherwise would not be met and promotes healthy families and the ability to reduce trauma to children and youth.

**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/ Clerk of the Board send an adopted stamped copy of the Board letter and attachments to the Department of Children and Family Services and the County of Los Angeles Inter-Agency Council on Child Abuse and Neglect.

Respectfully submitted,

A handwritten signature in black ink that reads "Deanne Tilton Durfee (E.S.)".

Deanne Tilton Durfee, Doc.hc  
Executive Director  
Inter-Agency Council on Child Abuse and Neglect

DTD:tg;es

Enclosure

- c: Brandon T. Nichols, Director, DCFS  
Children's Board Deputies  
Dawyn R. Harrison, County Counsel  
District Attorney Nathan Hochman, ICAN Co-Chairperson  
Edward Yen, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheriff Robert Luna, ICAN Co-Chairperson





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**FRIENDS OUTSIDE IN LOS ANGELES COUNTY  
FOR**

**INCARCERATED PARENTS PROGRAM**

**CONTRACT NUMBER: \_\_\_\_\_**

**\_\_\_\_\_ 2025**

**ASSISTANCE LISTING NUMBER (CFDA): #: N/A**

**COUNTY OF LOS ANGELES  
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**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACT NUMBER \_\_\_\_\_**

This Contract ("Contract") and Exhibits made and entered into on the date of execution indicated below by and between the County of Los Angeles, Department of Children and Family Services (DCFS) hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor". Click or tap here to enter text is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, County and contractor are parties to the Contract and contractor has been providing Incarcerated Parents Project (IPP) services to the County; and

WHEREAS, AB 2994 County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs is available to extend the Contract; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

NOW, THEREFORE, County and Contractor agree to modify the IPP Contract as follows:

## 1.0 APPLICABLE DOCUMENTS

Exhibits 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 Contract and then to the Exhibits according to the following priority (1) Contract, (2) Exhibit A, Statement of Work (SOW), Attachments, and (3) Contract Exhibits.

This Contract and the Exhibits hereto constitute 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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Changes) and signed by both parties.

## 2.0 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.5 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.



- 2.1.7 **County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 **County's Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Children and Family Services (DCFS) , which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **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.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth 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 will have no claim whatsoever against the County.

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on the date of execution or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless sooner 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 two (2) additional one-year periods extensions, for a maximum total Contract term of five (5) years. Each such option and extension will be exercised at the sole discretion of the Director or designee as authorized by the Board.

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

- 4.3** The Contractor must notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.4** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.
- 4.5** The County shall have the option to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1** The Total Contract Sum for this Contract is \_\_\_\_\_.
- 5.1.2** County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Total Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit C (Line Item Budget and Budget Narrative) for the services set forth in Exhibit A (Statement of Work and Attachments), in accordance with Paragraph 5.5, Invoices and Payments, of this Contract.
- 5.1.3** Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.1.4** Contractor has prepared and submitted to County a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by Contractor. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This

Budget is attached hereto and incorporated by reference herein as Exhibit C (Line Item Budget and Budget Narrative). Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Total Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

**5.1.5** Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

**5.1.6** The Department may increase the total contract amount by up to 25 %, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

## **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 Annual Contract Amount**

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 annual contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department 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.

## **5.5 Invoices and Payments**

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.5.2** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.3** All invoices under this Contract must be submitted in two (2) copies for review and approval to the following address/email(s):

**County of Los Angeles**  
**Department of Children and Family Services**  
**Attention: Accounting Services, Contract Accounting Section**  
**510 S. Vermont Ave.**  
**Los Angeles, CA 90020**

And email a duplicate copy of the invoice to:

County Program Manager as identified on Exhibit D, County's Administration

### **5.5.4 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program 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.

### **5.5.5 Intentionally Omitted**

- 5.5.6** The Contractor's payments will be as provided in Exhibit C (Line Item Budget and Budget Narrative), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

- 5.5.8** 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 rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.

- 5.5.9** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, and travel) of Contractor's approved Budget each Contract year. Contractor shall submit such Budget Modification to the County Program Manager. Budget Modification shall be signed and dated by Contractor's authorized representative.
- 5.5.9.1** Contractor shall request County's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.10** Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 15 days of the last day of the month in which the service was rendered. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 30 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 30 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.
- 5.5.11** Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
- 5.5.12** Payment to Contractor will be made in arrears on a monthly basis for services performed, 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.
- 5.5.13** In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

- 5.5.14** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Total Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.15** Contractor shall not be paid for expenditures beyond the Total Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.
- 5.5.16** Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.17** No Payment for Services Provided Following Expiration-Termination of Contract.
- 5.5.18** The Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.5.19** Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.

**5.6 Intentionally Omitted**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1** 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).

- 5.7.2** 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.
- 5.7.3** 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.
- 5.7.4** 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.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County’s Administration**

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County’s Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 Intentionally Omitted**

### **6.3 County’s Program Manager**

The responsibilities of the County’s Program Manager include:

- 6.3.1** Meeting with the Contractor’s Program 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.

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

The role of the County Program Manager (CPM) may include:

- 1) Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 2) Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to

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

- 3) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 4) Overseeing the day-to-day administration of this Contract; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 5) The County Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 Intentionally Omitted ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's 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 as they occur.

### **7.2 Contractor's Program Director**

**7.2.1** The Contractor's Program Director is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

### **7.3 Approval of Contractor's Staff**

County has the absolute right to pre-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 must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation with subsequent arrest notification to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to



include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

**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** These terms will also apply to subcontractors of County contractors.

**7.5.5** 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 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).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.8** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Sub-Contractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.9** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractor's, to comply with this Paragraph 7.6.9, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.10** Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Paragraph 7.6 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Changes**

- 8.1.1** For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of DCFS or designee.
- 8.1.3** The Director of DCFS or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (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 Director of DCFS, or designee.
- 8.1.4** For any other changes which do not have an effect on the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a change notice shall be prepared by County, and executed by Contractor and County Program Manager or designee.
- 8.1.5** For any change not covered by Paragraph 8.1 or 8.2, an Amendment to this Contract shall be prepared by County, signed by Contractor, and executed by County as authorized by the County's Board of Supervisors.
- 8.1.6** The Director of DCFS or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DCFS, or 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 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 and maintain operating procedures for receiving, investigating and responding to complaints.

- 8.5.1** Within 10 business days after Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6** 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.
- 8.5.7** Copies of all written responses must be sent to the County's Project Manager within 10 business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 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 this Paragraph 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 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 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**

- 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.

- 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If 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.
- 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.
- 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.

## **8.11 Consideration of Hiring GAIN/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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



## **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 years but may exceed five 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 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**

- 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.
- 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.

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

#### **8.12.6 A registry of Debarred Contractor's for Los Angeles County, State and federal agencies may be obtained by going to the following websites:**

- County: <http://doingbusiness.lacounty.gov/debarmentlist.htm>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

### **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 "Safely Surrendered Baby Law" poster, in Exhibit G, 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 Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**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 in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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**

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 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 Intentionally Omitted**

#### **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 Paragraph, 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 and consents that venue of any action brought hereunder will be exclusively in the County.

## **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 7.5 (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**

- 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 and Sexual Misconduct Liability coverage policies, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- 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.
- Certificates and copies of any required endorsements must be sent to:

[ContractorInsurance@dcss.lacounty.gov](mailto:ContractorInsurance@dcss.lacounty.gov)

and the Contract Analyst

The subject of the e-mail shall read as follows:

**AGENCY NAME\_PROGRAM NAME\_CERTIFICATE OF INSURANCE**

Hard copies of the Insurance Certificate(s) will no longer be required.

- 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, 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 Change 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 must 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**

#### **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.

#### **2) Professional Liability/Errors and Omissions**

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

**3) Intentionally Omitted**

**4) Intentionally Omitted**

**5) Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

**6) Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$\_\_\_\_\_ [insert applicable limit] 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.

## **7) Intentionally Omitted**

### **8.26 Liquidated Damages**

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their 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 Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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 Director, or their 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 the Performance Requirement Summary (PRS) Chart, as defined in Exhibit A-1, 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:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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** 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 when so requested by the County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 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 DCFS 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 Program Manager and/or County's Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager or County's Program Director is not able to resolve the dispute, the Director, or 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 or 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 Invitation for Bids (IFB) 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 7921 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 bid 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:

- The Contractor must develop all publicity material in a professional manner; and
- 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 Program Director.

**8.37.2** The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County, 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 of 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 Paragraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.4** 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 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:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify 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 the County Program Manager listed in Exhibit E (Contractor's Administration), before any Subcontractor employee may perform any work hereunder.
- 8.40.9** Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:
- An executed Exhibit F-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
  - Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage, of this Contract, and

- The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.

**8.40.10** Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

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

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

**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:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- 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 Program Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 8.43.3, the terms

"Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 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 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the 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, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service, 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:

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

- The appointment of a Receiver or Trustee for the Contractor; or
- 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 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 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 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 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 Intentionally Omitted**

**8.56 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.

**8.57 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.

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

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

**8.59 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.

**8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for



twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Intentionally Omitted**

### **9.3 Patent, Copyright and Trade Secret Indemnification**

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

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

### **9.4 Intentionally Omitted**

### **9.5 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable

Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13 Child Abuse Prevention Reporting**

**9.13.1** Contractor agrees that the safety of the child will always be the first priority. To ensure county and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

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

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

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

**9.13.2.3** The assurance that all employees of Contractor and Sub-Contractor's understand that the safety of the child is always the first priority.

**9.14 Community Business Enterprises (CBE) Program**

In accordance with County policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit P.

**9.15 Conduct of Program**

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

#### **9.16 Contract Accounting and Financial Reporting**

**9.16.1** Contractor shall establish and maintain an accounting system including internal controls and financial reporting, and shall complete annual audited financial statements for each of the Contractor's Fiscal years, and shall submit a complete copy of those audited financial statements (including any Management Letters and Corrective Action Plan based on any finding or Auditor recommendations to the County within 30 days of completion. Contractor shall meet the minimum requirements for Contract Accounting as described in Exhibit N-1, (Auditor-Controller Contract Accounting and Administration Handbook).

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

#### **9.17 Contractor Alert Reporting Database (CARD)**

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

#### **9.18 Contractor's Work**

**9.18.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, (Statement of Work and Attachments).

**9.18.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **9.19 Employee Benefits and Taxes**

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

**9.19.2** County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property

taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

## **9.20 Events of Default**

### **9.20.1 Default for Non-Performance**

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

**9.20.1.1** Contractor has made a misrepresentation of any required element in the proposal submitted in response to the proposal/solicitation, if any; or

**9.20.1.2** Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **9.20.2 Default for Insolvency**

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

**9.20.2.1** Insolvency of Contractor. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

**9.20.2.2** The filing of a voluntary petition in bankruptcy;

**9.20.2.3** The appointment of a Receiver or Trustee for Contractor;

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

### **9.20.3 Other Events of Default**

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

## **9.21 Fixed Assets**

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

## **9.22 Former Foster Youth Consideration**

**9.22.1** Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/START participants as described in Paragraph 8.11) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

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

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

## **9.23 Mandatory Requirement to Register on County's WebVen**

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

## **9.24 Proprietary Rights**

**9.24.1** County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

**9.24.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software

or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 9.24.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”
- 9.24.4** County will use reasonable means to ensure that Contractor’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Paragraph 8.36. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- 9.24.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Paragraph 9.24.4 for:
  - 9.24.5.1** Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Paragraph 9.24.2;
  - 9.24.5.2** Any materials, data and information covered under Paragraph 9.24.3; and
  - 9.24.5.3** Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 9.24.6** Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 9.24.7** Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County’s computer systems or to any

safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

**9.24.8** The provisions of Paragraphs 9.24.1, 9.24.2, and 9.24.3 shall survive the expiration or termination of this Contract.

## **9.25 Shred Document**

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

**9.25.2** Documents for record and retention purposes in accordance with Section 8.38 - Record Retention and Inspection-Audit Settlement, of this Contract are to be maintained for a period of five years.

## **9.26 Use of Funds**

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

## **9.27 Warranty Against Exclusion, Debarment or Suspension**

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

## **9.28 Protection of Electronic County Personal Information, Protected Health Information and Medical Information Data Encryption Standard**

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

**9.28.1.1** Stored Data. Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software

and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part1: General (Revision3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

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

**9.28.1.3** Certification. The County shall receive within ten (10) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

## **9.29 Mandatory Requirement to Register on Federal System for Award Management**

Contractor represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. Contractor certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. Contractor certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit R (Federal Debarment and Suspension Certification).



**9.30 Americans with Disabilities Act (ADA)**

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

**9.31 Records and Investigations**

Contractor shall be responsible for annual financial audits, as applicable, of its agency and shall require Subcontractors to be responsible for its annual financial audits, to be conducted by an independent audit firm and in accordance with both the Generally Accepted Accounting Principles (GAAP) and Government Auditing Standards (GAS) (Yellow Book) Within thirty (30) days after issuance of the audit reports, Contractor shall forward copies of such reports by email to:

**Department of Children and Family Services**

**Contracts Administration Division**

Email: [CAD-Fiscal-Compliance@dcfs.lacounty.gov](mailto:CAD-Fiscal-Compliance@dcfs.lacounty.gov)

**9.32 Federal Award Identification**

Title 2, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.331, requires the County, to provide Contractor’s with the details of every federal award and sub-award, as referenced on Exhibit O, (Federal Award Information).

Payment for this contract will be in accordance with contract Paragraph 4.0 INVOICES AND PAYMENTS and funded utilizing 100% State.

**10.0 SURVIVAL**

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

- Paragraph 1.0      Applicable Documents
- Paragraph 2.0      Definitions
- Paragraph 3.0      Work
- Paragraph 5.4      No Payment for Services Provided Following Expiration/Termination of Contract
- Paragraph 7.6      Confidentiality
- Paragraph 8.1      Amendments
- Paragraph 8.2      Assignment and Delegation/Mergers or Acquisitions
- 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	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
INCARCERATED PARENTS PROJECT CONTRACT NUMBER \_\_\_\_\_**

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

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
BRANDON T. NICHOLS, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

**EXHIBIT A: STATEMENT OF WORK AND ATTACHMENTS**

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**INCARCERATED PARENT PROGRAM**  
**EXHIBIT A - STATEMENT OF WORK (SOW)**



\_\_\_\_\_ **2025**

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## STATEMENT OF WORK

### 1.0 PREAMBLE

For over a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Integrity
- Professionalism
- Commitment
- Accountability
- A Can – Do Attitude
- Compassion
- Respect for Diversity
- Leadership

These shared values are encompassed in the County's Mission to enrich lives through effective and caring service and the County Strategic Plan's five goals: 1) Operational Effectiveness 2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. 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 partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system.

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human services system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.



The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.

### **Personal Service Delivery**

The service delivery team — staff and volunteers — will treat customers and each other with courtesy, dignity, and respect

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy

- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2.0 DCFS MISSION STATEMENT**

The Department of Children and Family Services (DCFS) Vision, Mission, and Values are as follows:

- Vision: Children thrive in safe families and supportive communities.
- Mission: DCFS practices a uniform service delivery model that measurably improves: Child safety, Permanency, and Access to effective and caring services.
- Values: Cultural Sensitivity, Leadership, Accountability, Integrity, and responsiveness.

## **3.0 BACKGROUND**

- 3.1 On July 25, 2006, the Board of Supervisors instructed DCFS to work with the Los Angeles Sheriff's Department (LASD) to develop a program, similar to the San Francisco/Friends Outside model, that enhances services and resources for incarcerated parents whose children may have been placed in foster care, for cases wherein such interaction is allowed in the family reunification plan approved by the court. The program was initially named "Incarcerated Parents Project" (IPP), and is now referred to as the Incarcerated Parents Program.
- 3.2 The intent of IPP is to decrease the emotional trauma experienced by children resulting from the parent's incarceration by: 1) creating opportunities for improved contact between parent and child to ensure that relationships are nurtured and bonding improved, especially for infants and younger children; 2) increasing visitation in the jail since parent-child visitation has proven to have impact in decreased recidivism and decreased time to reunification within the child welfare and criminal justice systems; and 3) increasing parents' participation in available services, including but not limited to parenting classes, so that upon release, parents can integrate behavioral changes and lessons learned to provide healthier, safer homes for their reunified children.

In March 2009, the Los Angeles County Board of Supervisors approved the use of AB2994 funds for the IPP in order to improve services for Parents and to promote visitation between children with parents incarcerated in Los Angeles County Jail system.

## **4.0 COMMITMENT TO EQUITY, INCLUSION AND DIVERSITY**

### **DCFS Equity Goal**

Equity sits at the center of everything we do and threads throughout all of our bodies of work. Thereby, we believe creating a culture of safety, equity, and community ensures improved service delivery and positive outcomes for children, youth, families, and the communities where they reside.

DCFS is dedicated to addressing the needs of underserved and marginalized populations by ensuring equitable access, inclusion, diversity and opportunities for all children, youth and families. The plan of equitable access provides resources to high risk and vulnerable children, including children/youth who are part of an overrepresented race or ethnic group within the Los Angeles County Child Welfare system, and with a focus on Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual/Aromatic, Two Spirit, and other gender and sexual minority communities. The plus symbol acknowledges other identities and expressions (LGBTQIA2S+) children.

The Incarcerated Parents Program contractors must commit to these goals.

## **5.0 DEFINITIONS**

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

- 5.1 Case Aide — means Human Services Aide with the Department of Children and Family Services (DCFS) assisting the Children's Social Worker.
- 5.2 Children's Social Worker (DCFS CSW) — means Social Worker(s) with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision of DCFS.
- 5.3 Contractor's Case Manager - means Contractor's employee responsible to perform all work in accordance with the Statement of Work.
- 5.4 Contractor's Program Director (CPD) - means Contractor's officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 5.5 County Program Manager (CPM) — County representative responsible for daily management of contract operation and overseeing monitoring activities.
- 5.6 County Jails — Los Angeles County Sheriffs facilities housing inmate populations.
- 5.7 CRDF— Century Regional Detention Facility, located at 11705 Alameda Street, Lynwood, California, 90262. Currently houses female inmates only.

- 5.8 Day — Any day, Monday through Sunday, during hours which are responsive to the needs of the targeted demographics, which may include evening (5:00 p.m. to 8:00 p.m.) and weekend hours.
- 5.9 DCFS — Department of Children & Family Services, the County of Los Angeles' Child Protection Agency.
- 5.10 Parent — The parent or legal guardian of a child under the jurisdiction of DCFS who is incarcerated in the Los Angeles County Jail system.
- 5.11 Strengths-Based Services — Services which provide support and resources to individuals by identifying and building upon their assets and skills, to help them create needed change in their behavior. Strengths are emotional and behavioral skills, competencies, and characteristics that 1) create a sense of personal accomplishment, 2) contribute to satisfying relationships, 3) enhance one's ability to deal with stress and adversity, and 4) promote moral, social and emotional skills, and other types of development.

## **6.0 COUNTY PROGRAM MANAGEMENT**

County will provide a County Program Manager (CPM) to coordinate the delivery of IPP services of this Contract.

- 6.1 The CPM or designated alternate is responsible for daily management of the Contract operation and will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 6.2 Overall program coordination between Contractor and County shall be through the CPM or designee and the Contractor's Program Director or designated alternates.
- 6.3 The CPM may, at his or her sole discretion, direct the Contractor to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.4 The CPM will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 6.5 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.

6.6 The County Program Manager (CPM) is:

Lorna Schill, Childrens' Services Administrator III or  
Community-Based Support Division (CBSD) Designee  
510 S. Vermont Ave, 10<sup>th</sup> Floor  
Los Angeles, CA 90020  
Telephone: 213-864-9590

The CPM will monitor the Contractor's performance in accordance with the following:

6.7 County's Quality Assurance Plan:

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract may be reported to the County's Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the CAP, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

Performance Requirements Summary (PRS) and Remedies for Noncompliance, outlined in Exhibit X.

6.8 If service delivery is deficient or Contract requirements are not met, the CPM will notify the Contractor by phone, e-mail, written notice, or User Complaint Report (UCR) (Exhibit X). Contractor shall respond within 48 business hours of receipt.

6.9 Contractor shall produce CAP as requested and, if applicable, shall note within monthly reports any changes to internal processes, policies or procedures required to comply with any CAPs.

## **7.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

7.1 Contractor shall appoint a Program Director who shall be responsible for administering and overseeing all of the IPP services provided under this Contract. The name and phone number of the Program Director and that of an alternate who is authorized to act on behalf of Contractor in the Program Director's absence shall be designated in writing under, Contractor's Administration, Exhibit #A-I.

- 7.2 The CPD shall respond to all calls, emails and/or reports from the CPM regarding Contractor's performance within twenty-four (24) hours (not to include weekends). Contractor shall provide IPP services on days and during hours, which are responsive to the needs of the targeted demographics, which may include evening (5:00 P.M.-8:00 P.M.) and weekend hours.
- 7.3 The CPD or alternate shall be available during the County's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to County inquiries and to discuss problem areas and shall have full authority to act for Contractor on all matters relating to the daily operation of this Contract. The CPD shall not be required to work on the following County Holidays:
- New Year's Day
  - Martin Luther King's Birthday (Third Monday in January)
  - Presidents Day (Third Monday in February)
  - Cesar Chavez Day
  - Memorial Day, (Last Monday in May)
  - Juneteenth
  - Independence Day
  - Labor Day (First Monday in September)
  - Indigenous Peoples Day (Second Monday in October)
  - Veterans Day Thanksgiving Day (Fourth Thursday in November)
  - Day after Thanksgiving (Friday after Thanksgiving)
  - Christmas Day
- 7.4 CPD shall work with the County Program Manager to help resolve any potential areas of noncompliance with contractual obligations before a problem occurs.
- 7.5 The CPD maintains the flow of information on management and policy changes between Contractor and County.
- 7.6 Contractor shall provide dedicated full time Case Manager for IPP, with a minimum educational level of a Bachelor's degree who shall be knowledgeable in child welfare and child development, experienced in child(ren) and Parent interaction, and competent to provide client services, maintain client records, supervise interns/volunteers and act as a liaison to DCFS CSW's/DCFS. It is desirable that the Case Manager will have experience in addressing the needs of underserved and marginalized populations including the incarcerated. Case Manager must be competent to provide client services, maintain client records, supervise interns/volunteers and act as a liaison to DCFS CSW's/DCFS.
- 7.7 Contractor shall provide at least one half-time bilingual (Spanish/English) Case Manager who also meets the above requirements.

- 7.8 Bilingual staff will be hired in order to meet the needs of the youth and inmates that are being served. Experience working in underserved communities, including correctional facilities is highly desirable.
- 7.9 Contractor shall provide a Master's-level or higher level staff to provide supervision to the Case Manager.
- 7.10 Provide additional sufficient and competent personnel, as necessary, to perform all work in accordance with the requirements of the contract.
- 7.11 The CPD, or other manager in the employment of the Contractor, shall supervise all Contractor's personnel (including volunteers and interns) who have direct client contact and are assigned to work on this Contract.
- 7.12 Contractor shall notify County within twenty-four (24) hours of the Contractor's notification (not to include weekends) of any sudden or planned changes in Contractor's authorized personnel (including volunteers and interns) that may affect the operation of this Contract.
- 7.13 Hiring of personnel (including volunteers and interns) is subject to the pre-approval of the CPM or designated alternate.
- 7.14 Contractor shall not permit any employee to perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance. Contractor shall ensure that this section 6.12 is included in all subcontracts for this Program.
- 7.15 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 must have no claim against County. Unless as required in this Statement of Work or as instructed by the CPM, Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 7.16 Data Collection and Information Technology
  - 7.16.1 The Contractor shall collect, manage, and submit data as directed by the County to demonstrate outcomes inclusive of any new guidelines set forth by DCFS. The 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.
  - 7.16.2 The Contractor shall cooperate with the County in the collection of data by DCFS, related to the permanency goals specified herein. The data collected should evaluate the link between performance of the Contractor and DCFS. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals.

## 8.0 Target Population

- 8.1 Contractor shall serve parents incarcerated in the Los Angeles County jail system that meet the following criteria as prioritized below:
  - 8.1.1 Priority One: Parents incarcerated in Los Angeles County Sheriff's jail facilities with a Los Angeles County DCFS case or referral on their children between the ages of 0 through 21 serviced by Los Angeles County DCFS offices, or
  - 8.1.2 Priority Two: Parents incarcerated in Los Angeles County Sheriff's jail facilities who require service referrals and/or information related to their Los Angeles County DCFS cases or for prevention purposes.
  - 8.1.3 Priority Three: Expectant parents incarcerated in the Los Angeles County Jail facility who do not have an open case with DCFS and are in need of prevention case management services.
  - 8.1.4 Permanency cases, including cases in which termination of parental rights have occurred are not eligible for services.
- 8.2 County and Contractor may periodically collaborate to adjust the priority of the Target Population based on service needs and trends for the duration of the contract, with final approval from CPM.
- 8.3 Contractor's Case Manager shall ensure that Parents meet all of the following criteria for visitation:
  - 8.3.1 be stable, to be determined by the LASD staff in collaboration with the Contractor's Case Manager.
    - 8.3.1.1 Contractor shall cancel the visitation if parents are under the influence of controlled substances or in a state of severe withdrawal and notify DCFS CSW as soon as possible.
- 8.4 Contractor shall ensure that the Parent is willing to comply with visitation restrictions and guidelines, including: (1) no discussion during the visit about the Parent's DCFS or criminal case; (2) no promises about release dates or other similar issues that are beyond the Parent's control and could lead to disappointment for the child.
- 8.5 Contractor's Case Manager shall document non-compliance with the above restrictions in the client file and provide documentation to DCFS upon request.



## **9.0 SCOPE OF WORK INCLUDING SERVICE TASKS AND DELIVERABLES**

Contractor shall provide IPP services to promote and monitor continued contact and increased visitation between children and Parents or legal guardians in conjunction with the DCFS case plan and/or Dependency Court orders. Arranging visitation is top priority for IPP services, which are designed to maintain and/or improve parent-child relationships and increase Parents' participation in behavior-changing programs/services.

### **9.1 Referrals**

9.1.1 DCFS CSW's will submit referrals (Referral to Friends Outside Los Angeles County Form, Exhibit #A-6) to Contractor's Case Manager via email.

9.1.2 Contractor's Case Manager shall accept all referrals from the DCFS CSW's and shall acknowledge receipt of the referral form by contacting the DCFS CSW's via telephone or email.

9.1.3 Contractor shall submit any potential IPP referrals obtained while rendering services under this contract to the assigned DCFS CSW.

9.1.4 Case manager shall use best efforts to schedule a minimum of 15 visits a month (duplicated or unduplicated clients) and provide services to 30 unduplicated clients per month, which can include clients who had a visit.

### **9.2 Information Gathering and Dissemination**

9.2.1 Contractor shall obtain information on general DCFS procedures, including contact information (name and telephone number, etc.) regarding their assigned DCFS CSW.

9.2.1.1 Contractor shall provide such information in writing to Parents and document their contact with the Parent in the parent's case file for the Case Manager's ongoing reference.

9.2.2 Contractor shall provide referrals to the Parent regarding services and resources available at the facility in which they are incarcerated.

9.2.2.1 Such potential services and resources shall include, but not be limited to, parenting classes, substance abuse, mental health and other services appropriate for the Parents.

9.2.2.2 Contractor shall prepare a referral and resources packet that will be provided to each Parent to use upon discharge.

9.2.2.2.1 Contractor shall use best efforts to provide individualized information to each parent.

- 9.2.2.3 Contractor shall document and/or keep copies of all referrals provided to the Parents in their case file.
- 9.2.2.4 The Case Manager shall provide copies of referral documents to the DCFS CSW or other DCFS representative upon request.
- 9.2.3 Contractor shall provide case management services including discussing with the parent their needs and concerns during the parent's incarceration.
  - 9.2.3.1 Contractor shall provide a written report of the parent's needs and concerns to assigned DCFS CSW or other DCFS representative.
- 9.2.4 Upon request by DCFS CSW, Contractor shall provide written updates to DCFS staff on parental participation in case plan services while incarcerated in County facilities.
  - 9.2.4.1 Upon request by DCFS CSW, Contractor's Case Manager shall make best efforts to identify information from other jail-based programs in which the Parent is involved to determine their level of participation, progress made, and any obstacles to the Parent's completion of the program.
  - 9.2.4.2 Contractor's Case Manager shall document observations of visitation between clients and children.
  - 9.2.4.3 Case manager is also to document completed case management tasks for each client.
  - 9.2.4.4 Contractor's Case Manager shall keep log of days and hours worked at Jail facilities.
- 9.2.5 Contractor shall provide relevant training to case manager(s) regarding the possible issues and reactions of children related to visiting their parent while the parent is incarcerated.
- 9.2.6 Contractor shall work with DCFS CSW's to coordinate visitation between parents and their children.
- 9.2.7 Contractor shall work with DCFS CSW's to increase their understanding of the barriers incarcerated Parents face.
- 9.3 Dependency Court Matters
  - 9.3.1 Contractor shall collaborate with the DCFS CSW to discuss the Court's orders and case plan goals for the Parents.

9.3.2 Contractor is responsible to assist with contact and visitation plans between parent and child if allowed by the court and/or case plan.

9.3.3 Contractor shall advise and provide information to Parents on the importance of attending Dependency Court hearings and meeting legal timeframes.

9.3.3.1 The Case Manager shall assist the Parent to become aware of their upcoming Court date, if any.

9.3.3.2 The Case Manager shall refer the Parent to their DCFS CSW in order to identify their Dependency Court appointed attorney for all legal advice.

#### 9.4 Permanency Planning

9.4.1 Contractor shall use best efforts to obtain information on possible kinship caregivers or non-related extended family members for placement purposes, and when reunification is not likely, for possible permanency planning.

9.4.1.1 The Case Manager shall discuss with the Parent possible resources for kinship care for their child(ren) during their initial intake interview as well as their ongoing contact with the Parent, as needed.

9.4.1.2 The Case Manager shall document in their case file all names, addresses, telephone numbers and email addresses for the resources provided to the Case Manager by the Parent.

9.4.1.3 The Case Manager shall forward the information obtained from the Parent to the DCFS CSW/DCFS in written form.

#### 9.5 Protocol for Arranging Visitation

9.5.1 Requests for visitation may be initiated through a variety of sources, to include the DCFS CSW, Contractor staff, Parents, caregivers, family members, or the children.

9.5.2 Upon completion of the requested visitation services, the Contractor's Case Manager shall utilize the Referral to Friends Outside Los Angeles County Form, Exhibit #A-6, and complete Section 3 (back of form) with the pertinent information.

9.5.2.1 A Copy of the Referral to Friends Outside Los Angeles County Form (exhibit #A-6 ) shall be included in the client's case file.

- 9.5.3 The Contractor's Case Manager will maintain a log of all visitation requests.
- 9.5.4 The Case Manager shall utilize and maintain the IPP Monthly Report, Exhibit #A-3, to list all parents receiving IPP services.
- 9.5.5 Requests received from the incarcerated parent for visitation shall be forwarded to the DCFS CSW, who will screen the requests for suitability. Factors that shall be considered include but are not limited to the following: age and maturity of the child, reason for incarceration, and relevant court orders. Best efforts shall be made to accommodate children with special needs.
- 9.5.6 The following specific steps shall be taken to ensure that the program is in compliance with all protective and/or restraining orders:
  - 9.5.6.1 Contractor's Case Manager shall contact the appropriate DCFS CSW prior to initiating visitation to determine whether the Parent has a restraining order which limits access to the child and, if so, the nature of those limits. This information will be recorded in the case notes and will include the person who provided the information and date.

## 9.6 Scheduling Visitation

- 9.6.1 Once it is determined that visitation is appropriate, the Contractor's Case Manager will begin to make arrangements.
- 9.6.2 The Contractor's Case Manager shall contact the Parents to obtain the completed and signed Parent/Child Visitation Agreement (Exhibit A9).
- 9.6.3 The Contractor's Case Manager shall keep a calendar of the scheduled visitation, update the schedule, and will forward the schedule to the appropriate Sheriff's Department personnel a minimum of one week in advance whenever possible.
- 9.6.4 The Contractor's Case Manager shall notify the DCFS CSW if there are any modifications to the visitation schedule as a result of lock downs, changes in the Parent's housing, illnesses, etc. Caregiver is to be informed of the reason for the cancelled visit. Best efforts are to be made to notify the parties transporting the child(ren) for the visit.
- 9.6.5 The DCFS CSW shall notify the Contractor's Case Manager of any modifications to the visitation, based on child/caregiver issues. In these cases, the Contractor's Case Manager will inform the Parent of the reason for the cancelled visit.

## 9.7 Facilitating Visitation

9.7.1 The DCFS CSW, Caregiver, Visitation Monitor (Contractor's Case Manager or other designated DCFS monitor) and/or Parent will carefully plan the visitation, to include, but not limited to, preparing the participants for the visit, monitoring the visit, and debriefing the participants after the visits, as well as providing feedback to ensure that issues pertaining to the parent/child relationship are addressed and resolved as expeditiously as possible.

9.7.1.1 The Contractor's Case Manager shall ensure that child(ren) are informed of the availability of any appropriate IPP visitation video for their viewing, of what to expect from the beginning to the end of the visit, prior to the visitation.

9.7.2 The visitation shall be monitored by the Contractor's Case Manager or a County employee, or County approved visitation monitor who will meet the caregiver at the jail (caregivers must wait in the waiting area during visitation unless previously cleared by both DCFS and the Sheriff's Department).

9.7.2.1 Other participants may attend the visitation if approved by the DCFS Contract Program Manager or designee.

9.7.3 In addition to the monitored visits, the Contractor's Case Manager shall provide guidance and assistance to County employees (DCFS CSWs, DCFS, Case Aides, etc.) to schedule and facilitate visitation between children and their Parents.

9.7.4 Upon the request of County staff, the Contractor shall provide information on services the parent has participated in while incarcerated, including any available written documentation, e.g., parenting curriculum, in order to report to the DCFS CSW on the parent's progress towards visitation and case plan objectives.

9.7.5 Contractor shall ensure volunteers are:

- College interns or community volunteers approved by the Contractor and DCFS Program Manager or designee.
- Appropriately trained on IPP services; and
- Are appropriately cleared, including criminal clearances.

9.7.6 Contractor's Case Manager and other visitation monitors providing IPP services shall meet the requirements outlined in DCFS Procedural Guide 0400-504.00: Family Time (attached as Exhibit 4).

## 9.8 Promotion of IPP Services

- 9.8.1 The Case Manager shall cooperate with DCFS staff to support efforts to promote and increase awareness of IPP through activities to include, but not necessarily limited to, in person or virtual presentations, providing flyers to Regional Offices and DCFS CSWs.
- 9.8.2 Case Manger shall engage in promotion activities for a minimum of one time per month. Case Manager shall document promotion efforts.
- 9.8.3 Contractor shall create a DCFS-approved information sheet with a program description and requirements for participation in IPP visitation services to be provided to the inmates.
  - 9.8.3.1 The Case Manager shall distribute the information sheet during their contact with the Parents.
- 9.8.4 IPP could receive referrals from all Los Angeles County Sheriff's jail facilities, the Contractor shall maintain the flexibility to work with expanding numbers of clients and jail locations.

## 9.9 Release from Facility and Follow-up

- 9.9.1 When information is available to Contractor, Contractor shall obtain and maintain Parents' follow-up contact information and provide the information to DCFS so the Parents' whereabouts remain known and contact is maintained with Parents after their discharge. Contractor shall otherwise make an attempt to obtain the Parents' follow-up contact information.
  - 9.9.1.1 Prior to discharge, Contractor's Case Manager shall obtain from the Parent the address and telephone number of their intended residence or their intended mailing address. Contractor's Case Manager shall also obtain the Parent's message telephone number and/or email address, if any.
  - 9.9.1.2 If a Parent is transferred to another correctional facility, and when possible, the Contractor's Case Manager shall inform the DCFS CSW regarding the Parent's new location, including the name of the facility.
  - 9.9.1.3 Contractor's Case Manager shall document this information in the Parent's case file.

## 9.10 SERVICE DELIVERY SITES

Contractor must provide services within Los Angeles County Jails.

## 10.0 EVALUATION

An independent evaluation component for the Program can be identified by Contractor, to be reviewed and approved by DCFS. Contractor shall fully cooperate and participate in the independent evaluation process of the strategies and specified outcomes.

- 10.1 Contractor shall be responsible for developing a continuous quality improvement and evaluation plan for how Contractor will accomplish the performance targets outlined in Exhibit A-8, Outcome Measure Summary.

## 11.0 REPORTING REQUIREMENTS

Contractor shall collect and report information to DCFS on the achievement of goals and outcomes. Outcome information should be utilized to make continuous quality improvement in the service of optimizing capacity to achieve key DCFS and IPP specific goals. Contractor shall submit to the CPM, by the 10th day of every month, the following information:

### 11.1 Monthly Reports

11.1.1 Contractor shall provide the Monthly Report, Exhibit #A-3, to the CPM by the 10<sup>th</sup> day of each month regarding services provided during the previous month.

11.1.2 Contractor shall provide a separate report that includes initial information on staff and volunteer clearances and monthly updates on staff/volunteer changes to facilitate the monitoring of visits.

11.1.3 Contractor will provide a Summary Report of identifying information to include:

- Name and DOB of children/youth and incarcerated parent.
- Gender Identity: Woman, Man, Transgender, Non-binary/non-conforming, Prefer Not to Respond
- Ethnicity of children/youth and incarcerated parent

### 11.2 Quarterly Reports

11.2.1 Contractor shall provide to the County Program Manager or designee a quarterly report on the range of activities used to develop a continuous

quality improvement and evaluation plan that meet the performance targets outlined in Exhibit A-8, Outcome Measure Summary.

## **12.0 QUALITY ASSURANCE PLAN**

- 12.1 The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy shall be provided to the CPM and designee prior to the Contract start date and as changes occur.
- 12.2 The CPM will review the Contractor's QAP and provide the Contractor with approval of said plan or with requested changes. If the County Program Manager requests changes in the Contractor's QAP, the Contractor shall make such changes and resubmit the plan for approval within five (5) business days.
- 12.3 The original QAP and any revisions thereto shall include, but not be limited to, the following:
  - 12.3.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
  - 12.3.2 If Contractor is not in compliance with the performance requirements of this contract (refer to Exhibit #A-5), the CPM may send Contractor an email or written letter. Contractor shall respond to the email or written letter within twenty four (24) hours of receipt. All performance requirement issues will be reported to the CPM.
  - 12.3.3 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor's employees or any other potential disruption in service.
- 12.4 Contractor shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

## **13.0 QUALITY ASSURANCE MONITORING**

- 13.1 Contactor shall establish and maintain a comprehensive Quality Assurance Plan (QAP) to monitor, evaluate and assure the requirements of the Contract are met. The QAP must be provided to the CPM within ten (10) calendar days of the Contract start date for review and approval; and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following described in the subsequent subsections.



- 13.2 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work (SOW). Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 13.3 Methods for ensuring uninterrupted service to the County in the event of a strike by either party's employees or any other potential disruption of service.
- 13.4 Methods for ensuring uninterrupted service to the County in the event that Contractor does not have an adequate number of staff available at the time of service need, e.g., use of subcontractors, etc.
- 13.5 Documentation of its scheduled monitoring and evaluation activities.
- 13.6 An identified monitoring system covering all the services listed in the SOW, as well as methods for identifying and preventing deficiencies in the quality of services. The following factors must be included in the QAP:
- a. Activities to be monitored to ensure compliance with all SOW requirements;
  - b. Monitoring methods to be used;
  - c. Frequency of monitoring;
  - d. Samples of forms to be used in monitoring;
  - e. Title of personnel performing monitoring functions; and
  - f. File of all monitoring results, including any Corrective Action Plan (CAP).
- 13.7 Contractor shall: 1) notify the CPM within one (1) hour of any difficulty, problem or incident which may impact or delay the progress of completion of the service delivery; and 2) work with the CPM to resolve such issues to avoid further problems.
- 13.8 Contractor shall work with the CPM to quickly resolve any issues that emerge regarding the Contractor's performance.
- 13.9 The CPM will monitor the Contractor's performance in accordance with the following:
- 13.9.1 County's Quality Assurance Plan:
- After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract may be reported to the County's Board of Supervisors. The report will include improvements/corrective action

measures taken by the County and Contractor. If improvement does not occur consistent with the CAP, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

#### **14.0 Performance Outcome:**

Contractor shall adhere to the measures established in Section XX of this SOW.

#### **15.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) Chart (Exhibit X), lists required services and deliverables that will be monitored by the County during the term of this Contract.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

Please see Exhibit A-1, PERFORMANCE REQUIREMENTS SUMMARY (PRS), attached hereto.

#### **16.0 USER COMPLAINT REPORT (UCR)**

The UCR form is to be used by the County to report service discrepancies and failure to comply with service delivery requirements as specified in the Statement of Work and Contract. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

County may provide a User Complaint Report (UCR) (Exhibit X) or other written or oral notice to Contractor whenever the requirements of this Contract are not being met.



## EXHIBIT B

### PRICING SCHEDULE

#### INCARCERATED PARENTS PROGRAM

The pricing indicated in this Exhibit B, Pricing Schedule, represents the Maximum Annual Contract Amount. Contractor and County agree that the amount stated herein is the Maximum Annual Contract Amount that the County will pay for successful delivery of the services described in this Contract and Statement of Work. The amount listed herein are maximum estimates and actual costs may be lower based on actual service rendered by Contractor.

The Contractor will be compensated at a rate of **\$20,363.05** per month for Incarcerated Parents Program. The monthly rate includes all applicable charges and costs associated with the Incarcerated Parents Program, and any other costs necessary in the performance of all tasks and performance outcomes in accordance with this Contract and Statement of Work.

#### Pricing Schedule

##### Incarcerated Parents Program

Monthly Rate to Perform Incarcerated Parents Program: **\$20,363.05**

Maximum Annual Contract Amount: **\$244,356.60**


**Note:** Contractor shall bill Department of Children and Family Services on a monthly basis.


**NOTE:** The cost for Incarcerated Parents Program may vary from month to month. The 12-month total may not exceed the Maximum Annual Contract Amount.

**Friends Outside in Los Angeles (FOLA) Budget  
Incarcerated Parents Program (IPP)  
2025-2028**

**FRIENDS OUTSIDE IN LOS ANGELES COUNTY**

Incarcerated Parents Program Budget		Budget Narrative
<b>Cost Category</b>	Annually	
<b>A. Payroll</b>		
Program Supervisor	\$ 22,100.00	@ \$85,000 x 26% FTE Train and supervise case managers; assist with preparation of monthly reports; liaison to DCFS management; attend meetings with DCFS and other program-related meetings; assist with outreach to social workers; oversee monitored visits; review case notes and client files on a planned and spontaneous basis; prepare for and attend DCFS site visits; oversee contract goals are on being met or exceeded; order program and office supplies and client assistance supplies; assist with completion of program guidelines and procedures manual
Case Manager/Project Coordinator	\$ 70,000.00	@ \$70,000 x 100% FTE Provide all program services, including monitored visits; assist with preparation of monthly reports; liaison to on-site LASD staff; attend meetings with DCFS and other program-related meetings; assist with outreach to social workers; liaison to social workers; complete case notes and create and maintain client files; assist with preparation for and attend DCFS site visits; assist with training of new case manager; assist with completion of program guidelines and procedures manual
Case Manager @ \$60K x 100% FTE	\$ 60,000.00	@ \$60,000 x 100% FTE Provide all program services, including monitored visits; assist with preparation of monthly reports; liaison to on-site LASD staff; attend meetings with DCFS and other program-related meetings; assist with outreach to social workers; liaison to social workers; complete case notes and create and maintain client files; assist with preparation for and attend DCFS site visits
Program Manager / Executive Director @ \$120K x 10% FTE	\$ 12,000.00	@ \$120,000 x 10% FTE Oversee contract; supervise Program Supervisor; review monthly reports prior to submission; attend meetings with DCFS as requested; ensure contract goals are met or exceeded; oversee contract budget; attend DCFS site visits and follow-up as needed to address findings; contract with outside services; approve/deny requests for office and program supplies and client assistance supplies
<b>B. Employee Benefits</b>		
Workers Compensation	\$ 9,025.50	Worker's Compensation @ 2.01%
Health Insurance	\$ 8,496.00	Medical/Dental/Life Insurance @ \$300/mo./full-time employee
<b>C. Payroll Taxes</b>		
FICA	\$ 12,553.65	FICA @ 7.65% (Social Security 6.2%, Medicare 1.45%)
SUI	\$ 1,123.36	SUI (6.2% up to first \$7,000) =
<b>D. Insurance/Mileage/Supplies</b>		
Liability & Director's and Officer's Insurance	\$ 5,040.00	Insurances (Liability, Directors, & Officers, Umbrella, Cyber) @ pro rata share: \$420/mo. x 12 mo.
Telecommunications	\$ 6,240.00	For program staff and client use: Office telephone and internet service for program staff @ \$112.583/mo. x 12 mo. = \$1,351; cell phones for staff @ \$35/mo. x 4 x 12 mo. = \$1,680; Zoom @ \$40/mo x 3 licenses x 12 = 1,440 + Email and One Drive Services @ 4 x \$12.5 x 12 = \$600 + Sideline Service @ \$27.50/mo. x 12mo =330 + Smartsheet Services @ \$39.97/mo x 2 licenses x 12 mo =959 rounded
Auto Mileage	\$ 3,336.00	Travel to monthly staff meetings, monthly program meetings, trainings, job development activities; jail-based services: @ .67/mile x 414.93 miles/mo. x 12 mo
Outside Services	\$ 2,040.00	Information Technology Maintain computers and tablets @ \$85/hr. x 24 hrs. at year
Client Assistance	\$ 4,000.00	Parking at jail, gas, and or cards/bus passes @ \$50/person (avg) 80 clients)
Office & Program Supplies	\$ 6,187.85	Including but not limited to, file folders, toner, envelopes, postage; tissues; sanitizer; Printing (e.g., business cards, program flyers); (e.g., water and snacks for families; children activities materials, such as books and puzzles); (2 laptops for CMs; home office equipment for second case \$4,000 manager, e.g., printer/scanner, ergonomic chair)
<b>E. Indirect Cost</b>		
10% of Total Expenditure:	\$ 22,214.24	TOTAL INDIRECT CHARGES (as described below) = \$222,142.36 (De Minimus Cost Rate Method-10%); Indirect cost consists of pro rata share of costs of staff (Executive Director, Bookkeeper, Human Resources); pro rata share of rent for headquarters where these staff are housed plus costs for their telecommunications, internet, postage, office supplies, and other operating costs; annual audit/990 @ pro rata share. (Indirect cost has been calculated as follows: \$222,142.36 x 10% De Minimus Cost Rate = \$58,833
<b>TOTAL</b>	<b>\$ 244,356.60</b>	

Requestor Signature:  Date: 7/15/2024

Approving DCFS Program Manager Signature:  Date: 08/02/24

**COUNTY'S ADMINISTRATION**

**EFFECTIVE DATE:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**COUNTY ALTERNATE PROGRAM MANAGER:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NUMBER: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

CONTRACTOR'S PROJECT DIRECTOR (CPD):

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_\_
Facsimile: \_\_\_\_\_
E-mail Address: \_\_\_\_\_

ALTERNATE CPD:

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_\_
Facsimile: \_\_\_\_\_
E-mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)  
(INDIVIDUALS AUTHORIZED BY THE BOARD TO BIND CONTRACTOR IN A CONTRACT WITH  
THE COUNTY)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

**IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACTS ADMINISTRATION DIVISION  
ATTN: CONTRACT ANALYST  
510 S. VERMONT AVENUE 14<sup>TH</sup> FLOOR MAIL ROOM  
LOS ANGELES, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated contractor's administration form and a new certified statement of information (SOI) will be submitted to the department of children and family services contracts administration division at the above address.

\_\_\_\_\_  
Print name of individual authorized to bind contractor in a contract with the county

\_\_\_\_\_  
Signature of individual authorized to bind contractor in a contract with the county

\_\_\_\_\_  
Date

**EXHIBIT F-1  
EXHIBIT F-2  
EXHIBIT F-3**

**F-1: CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**F-2: CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY**

**F-3: CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND**



**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR NAME** \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## 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

**(INTENTIONALLY OMITTED)**

**EXHIBIT I**

**(INTENTIONALLY OMITTED)**



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## EXHIBIT K

### INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

#### 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - Protect against accidental loss or destruction of, or damage to, County Information; and
  - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System

Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

#### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

#### **5. SHARING COUNTY INFORMATION AND DATA**

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

#### **6. CONFIDENTIALITY**

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in

Section **Error! Reference source not found. Error! Reference source not found.**, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## **10. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such

Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## 11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## 12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section **Error! Reference source not found. Error! Reference source not found.**; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County



Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO Notify@lacounty.gov](mailto:Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Allan Ohanian, M.S., MBA  
DCFS Chief Information Security Officer  
12440 E. Imperial Highway, Room 501  
Norwalk, CA 90650  
Office: (562) 345-6606  
Cell: (323) 627-9855  
Email Address: [ahanian@dcfs.lacounty.gov](mailto:ahanian@dcfs.lacounty.gov)  
[dcfssecurity@dcfs.lacounty.gov](mailto:dcfssecurity@dcfs.lacounty.gov)

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the

audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. INTENTIONALLY OMITTED**

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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.

## Equal Employment Opportunity (EEO) Certification

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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Signature

Date

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Name and Title of Signer (please print)

## **EXHIBIT M**

- 1) Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Community Business Enterprise (CBE) Information
- 4) Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion  
– Lower Tier Covered Transactions (45 C.F.R. Part 76)
- 5) Declaration

## 1) ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

<b>Bidder Name:</b>	<b>County Webven Number:</b>	
<b>Address:</b>		
<b>Telephone Number:</b>	<b>Email:</b>	
<b>Internal Revenue Service Employer Identification Number:</b>	<b>California Business License Number:</b>	
	Select the option that best defines your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	<b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation):  State of Incorporation: Year of Incorporation:  <b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner:  <b>If other:</b> Specify business structure name:
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:  Country of Registration:  Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation.  Name of Parent Firm:  State of Incorporation or registration of parent firm: _____
4	Has your firm done business under other names within last five (5) years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change.  Name(s):  Year(s) of Name Change:

5	<p>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</p>	
6	<p>Is your firm involved in any pending acquisition or mergers?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>If yes, please provide additional information regarding the pending merger.</p> <p>_____</p>
7	<p>List all names and contact information of all individuals legally authorized to commit the Bidder.</p>	<p>Name: _  Title: _  Phone: _  Email: _</p> <p>Name:  Title:  Phone:  Email:</p> <p>Name:  Title:  Phone:  Email:</p>



## 2) CERTIFICATION OF COMPLIANCE

Bidder/Contractor certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)</p> <p><a href="#">Click or tap here to enter text.</a></p>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.</p>
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance ?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN/START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance ?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program</p>
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance ?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b> _____</p>

### 3) COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

#### INSTRUCTIONS FOR COMPLETING FORM

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBES. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>SECTION 1: FIRM/ORGANIZATION INFORMATION</b>	
Total number of employees in California	Using numerical digits, enter the total number of individuals employed by the Firm in the state of California.
Total number of employees (including owners)	Using numerical digits, enter the total number of individuals employed by the Firm regardless of location.
Race/ethnic composition of firm table	Using numerical digits, enter the make-up of Owners/partners/associate partners and percentage of how ownership of the firm is distributed into the race/ethnic composition categories listed in the table. Final number must total 100%.

<b>SECTION 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Bidder/Contractor acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid/contract are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the judgment shall be final.



#### **4) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

(This Exhibit should be used for all federally funded solicitations.)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

## 5) DECLARATION

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND  
ADMINISTRATION HANDBOOK**

<https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>

The handbook is designed for inclusion in most contracts for services entered into by county departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the county.

**Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq)**

<https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>



**45 CFR 74.27**

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>

DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACTS ADMINISTRATION DIVISION  
FEDERAL AWARD INFORMATION (2CFR 200.332)  
FISCAL YEAR 2023-2024

Date of Notification: \_\_\_\_\_ Sub recipient Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Federal Award Identification Number (FAIN): \_\_\_\_\_

Federal Award Date: \_\_\_\_\_

Sub award Period of Performance: \_\_\_\_\_ Sub award Budget Period: \_\_\_\_\_

Amount of Federal funds obligated by the pass-through entity: \_\_\_\_\_

Amount of Federal funds obligated to the subrecipient by the pass-through entity include the current obligation:  
\_\_\_\_\_

Total Amount of Federal Award committed to the subrecipient: \_\_\_\_\_

Federal Award Project description as required by FFATA:

Name of Federal Awarding Agency: \_\_\_\_\_ Agency's Assistance Listing Number: \_\_\_\_\_  
(Formerly Catalog of Federal Domestic Assistance)

Does Sub recipient have an Aid to Families with Dependent Children - Foster Care Rate Letter? Yes \_\_\_ No \_\_\_

If yes, provide the Sub recipient's AFDC-FC Program Number: \_\_\_\_\_

If not applicable to this contract, mark this box: \_\_\_

*(Sub recipient must use the federal sharing ratios, provided and updated annually by the California Department of Social Services when calculating and reporting their Federal Revenue).*

Indirect Cost Rate letter: Yes \_\_\_ No \_\_\_ Agency's Unique Entity Identifier (UEI):(formerly DUNS Number): \_\_\_\_\_

**Acknowledgment:** As pursuant to CFR Section 200.331(a)(1)(xii), this is to acknowledge that (Agency's Legal Name):

\_\_\_\_\_ does not engage in any Research and Development under this contract.

I confirm that the following AFDC-FC Program Number is correct: \_\_\_\_\_  
*(Agency Representative print the AFDC-FC program number)*

\_\_\_\_\_  
Agency's representative *(print name)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title *(print title)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency's representative *(print name)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title *(print title)*

\_\_\_\_\_  
Date

Please complete and return to \_\_\_\_\_ at: \_\_\_\_\_  
(Analyst Name) (E-mail address)

**EXHIBIT P**

**COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Contractor shall provide information about its encryption practices by completing this exhibit. By submitting this exhibit, proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors policy 5.200 Contractor Protection of Electronic County information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

**DOCUMENTATION AVAILABLE**

**COMPLIANCE QUESTIONS**

	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
1) Will county data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will county data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will county data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will county data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will county data be stored on remote servers*? <i>*cloud storage, software-as-a-service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

---

CONTRACTOR NAME

---

CONTRACTOR OFFICIAL TITLE

---

OFFICIAL'S SIGNATURE

**INTENTIONALLY OMITTED**

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- a) Debarred or suspended from federal financial assistance programs and activities;
- b) Proposed for debarment;
- c) Declared ineligible or;
- d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

**I declare that the information herein is true and correct and that I am authorized to represent this company.**

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR NAME AND TITLE

## INTERNAL REVENUE NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2016)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.



# Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

---

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
  
  - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
  
  - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
- 

### [IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
  - a) Parent(s):
  
  - b) Subsidiaries:
  
  - c) Related Business Entities:
  
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.





# Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

## B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

### C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

### COMPANY BIDDERS OR APPLICANTS

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

### **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SOLE SOURCE CHECKLIST

Department Name: Children and Family Services

New Sole Source Contract

Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ 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>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 24 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

**Erika Bonilla** Digitally signed by Erika Bonilla  
Date: 2024.12.24 12:31:53  
-08'00'

Chief Executive Office

**12/24/24**

Date

**Sole Source Justification**  
Incarcerated Parent Program Contract  
Contract Term February 1, 2025 through January 31, 2028

1. What is being requested?

An approval for a sole source contract with Friends Outside in Los Angeles (FOLA) for the provision of the Incarcerated Parent Program (IPP) from February 1, 2025 through January 31, 2028, with two optional one-year extension periods through January 31, 2030; this contract period will allow DCFS sufficient time to conduct an Request for Information (RFI) to determine if there are other agencies able and interested in providing this service. If there are other agencies, additional time would be needed to conduct a Request for Proposals. The maximum annual contract amount is \$244,356.60, financed using 100 percent Assembly Bill (AB) 2994 funds deposited in the Children's Trust Fund.

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

The mission of FOLA is to assist children and families with the immediate and long-term effects of incarceration, and to act as a bridge between incarceration and re-entry into society. The program has been successful in helping to decrease the emotional trauma experienced by children with Department of Children and Family Services (DCFS) cases who have an incarcerated parent. The visitation services provide regular communication opportunities and encourage increased attachment between the child and parent. These services also help to decrease recidivism. In addition to visitation services, IPP provides direct casework with incarcerated mothers and assists them in getting needed services so they can reunify with their children more easily and quickly.

Importantly, these services will be expanded to provide visitation services for incarcerated fathers. Research from the National Institutes of Health shows that there is a strong link between a father's incarceration and release and problematic behaviors in children. Paternal incarceration can increase children's behavioral problems, which can be shown outwardly as greater emotional displays, aggressiveness, or defiance; or shown inwardly as sadness, withdrawal, or anxiety and depression. An important measure to reducing barriers to fatherhood for incarcerated fathers is the promotion of ongoing contact with their children, with an emphasis on face-to-face visitation. Children are able to connect on a much stronger level with their fathers during visits as compared to phone calls or writing.

This program also supports DCFS social workers in the provision of needed visitation services. IPP provides needed services that would not otherwise be provided.

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

DCFS will conduct an RFI to determine if there are other agencies that are able and interested in providing this service. In the past, FOLA has been the only outside agency connected with Los Angeles County Sheriff's Department (LASD) and approved to provide these services. FOLA designed and initiated the visitation program and their long history in providing these services and their expertise in this arena makes them the best organization to provide these services. The parent organization, Friends Outside, established in 1955, has close to 70 years of experience working with families and children of incarcerated individuals. FOLA is an affiliate of Friends Outside and specifically provides services to children and families in Los Angeles County. They provide services and programs within county jails, including assistance with jail visitation, and have the resources to work effectively with this population.

4. Have other products or vendor been considered?

Other agencies will be considered if they respond to the RFI, and a RFP, if needed.

5. Will purchase of this product avoid other costs?

NA

6. Is this product proprietary or available from other dealers?

NA

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

NA. This service is not of interest to the public sector.

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

NA