



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

February 18, 2025

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

17 February 18, 2025

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE AN EXTENSION TO THE SOLE SOURCE CONTRACT FOR
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED
AND NEGLECTED CHILDREN
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to extend the existing contract for Immigration Legal Assistance for Abused and Neglected Children with Bet Tzedek Legal Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment, substantially similar to Attachment A, to a contract for Immigration Legal Assistance for Abused and Neglected Children with Bet Tzedek Legal Services. The term of the extension will be effective March 15, 2025, through March 14, 2026, with an option to extend for an additional six months, if needed, to complete a solicitation and execute a new contract. The Maximum Annual Contract Sum for this one-year extension is \$500,000, and the cost for an additional six-month extension is \$250,000, financed using 100 percent 2011 State Realignment funds. The Board and the Chief Executive Officer (CEO) will be notified, in writing, within ten business days after execution of the amendment.
2. Delegate authority to the Director of DCFS, or designee, to exercise the six-month option by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel's approval is obtained; and c) the Director of DCFS, or designee, notifies the Board and CEO in writing within ten business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to execute future amendments to make changes to contract terms and conditions; or to increase or decrease the contract amount by no more than ten percent of the Maximum Contract Sum, if either of these is necessary to meet program needs. The execution of such amendments is contingent upon: a) County Counsel's approval being obtained prior to execution of such amendment; and b) the Director of DCFS, or designee, notifying the Board and the CEO, in writing, within ten business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default, provided that: a) County Counsel's approval is obtained prior to termination of the contract; and b) the Director of DCFS notifies the Board and the CEO, in writing, within ten business days after such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The United States Department of Health and Human Services, through its Children's Bureau, has worked to address immigration issues impacting children and families. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. As a result, unable to reunify with their families or return to their home countries, these children require immigration relief to ensure their long-term well-being in the United States. DCFS created the Special Immigrant Status (SIS) Unit in 1991 to assist qualifying children with obtaining immigration services. Previously, the SIS Unit filed Special Immigrant Juvenile Status (SIJS) applications on behalf of DCFS qualifying children; however, due to the shift in immigration practices at the federal level, immigrant children under DCFS jurisdiction require more intensive and sophisticated legal assistance to protect their rights and interests.

Los Angeles County is home to one of the most sophisticated child welfare systems in the nation. Unlike many jurisdictions, children in Los Angeles County are appointed counsel in the dependency court where their best interests are explored and their cases are adjudicated; however, the appointed attorneys by the dependency court do not practice in immigration court. As such, when a child needs assistance beyond the dependency court, DCFS works in partnership with legal aid organizations, ensuring the children's immigration interests are appropriately addressed in the immigration court. Consequently, as instructed by the Board on November 13, 2018, DCFS entered into a contract with Bet-Tzedek Legal Services effective March 15, 2019, in order to provide the much needed immigration legal services to the children under DCFS' care. Bet Tzedek has discounted its services by absorbing the costs beyond the County contribution and will continue to do so in the extension year. Since the execution of the contract, the SIS Unit has referred over 320 cases to Bet Tzedek Legal Services, many of which had immigration applications already submitted to the United States Citizenship and Immigration Services by the SIS Unit. In order to address the increased workload, the increase in SIJS referrals and removal proceedings included in the scope of work provided by Bet Tzedek, an increase in funding from \$250,000 to \$500,000 is necessary to ensure that Bet Tzedek is able to continue to provide appropriate and legal services for these youth. Bet Tzedek Legal Services continues to improve its ability to advocate on these matters and has undertaken the training of other legal service providers to assist with representing the children served by the SIS Unit.

The current contract term with Bet Tzedek Legal Services will expire on March 14, 2025. This extension will extend the contract term through March 14, 2026, with an option to extend for an

additional six months to provide sufficient time to finalize the solicitation process to obtain a new contract.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, North Star 1: Make Investments That Transform Lives. Focus Area Goal D: Support Vulnerable Populations: Address conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems.

FISCAL IMPACT/FINANCING

The Maximum Contract Amount for the one-year term of March 15, 2025 through March 14, 2026 is \$500,000, funded using 100 percent 2011 State Realignment funds. Sufficient funding for this contract is included in the Department's Fiscal Year 2024 2025 final Adopted Budget and will be included in the Department's subsequent budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board adopted a motion on November 13, 2018, instructing the Director of DCFS to enter into a public-private partnership contract for legal services for children and youth served by DCFS who are in need of immigration assistance, for a one-year term and two additional one-year periods. Consequently, a contract with Bet Tzedek Legal Services was executed on March 15, 2019, for a contract term of one year with two optional one-year periods through March 14, 2022. Subsequently, a Board letter adopted on February 15, 2022, delegated authority to the Director of DCFS to extend the contract term for one year with two optional one-year periods through March 14, 2025.

In accordance with Board Policy 5.100, County departments must provide advance written notice and justification to the Board of amendments to extend existing contracts when departments do not have delegated authority to execute such amendments.

The Board letter has been reviewed by County Counsel and the CEO. County Counsel has approved the Contract Attachment (Attachment A, as to form). The Sole Source Checklist, (Attachment B) has been approved by the CEO.

CONTRACTING PROCESS

On October 30, 2024, DCFS sent a Notice of Intent (Attachment C) to the Board to inform them of its intent to extend the current Sole Source Contract for Immigration Legal Assistance for Abused and Neglected Children.

The Request for Proposals for Immigration Legal Assistance for Abused and Neglected Children is scheduled for release on April 7, 2025. The proposals are due on July 8, 2025, and the new contract is expected to be executed effective on or before July 1, 2026.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to continue to receive uninterrupted immigration legal assistance from Bet Tzedek Legal Services, and provide support to the children of Los Angeles County without creating a delay in the legal procedures required by the immigration court.

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 this Board Letter to DCFS.

Respectfully submitted,



BRANDON T. NICHOLS

Director

BTN:JF:CMM:RW LTI:CP:MP:mg

Enclosures

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



**AMENDMENT
NUMBER EIGHT
FOR
IMMIGRATION LEGAL ASSISTANCE
FOR ABUSED AND NEGLECTED CHILDREN
WITH
BET TZEDEK LEGAL SERVICES
CONTRACT NUMBER 18-4-038**

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

This Amendment Number Eight (hereinafter referred to as “Amendment”) to the Immigration Legal Assistance for Abused and Neglected Children Contract Number 18-4-038, (hereinafter referred to as “Contract”) is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as “COUNTY”) and Bet Tzedek Legal Services (hereinafter referred to as “CONTRACTOR”), in Los Angeles, California this _____ 2024.

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract adopted by the Board on November 13, 2018, and executed by all parties on March 15, 2019.

WHEREAS, Amendment No. One extended the contract term effective March 15, 2020 through March 14, 2021;

WHEREAS, Amendment No. Two reduced the cost of the contract in response to the Vendors Voluntary Price Reduction Initiative due to the economic crises caused by the 2019 novel coronavirus (COVID-19) pandemic;

WHEREAS, Amendment No. Three extended the Contract term effective March 15, 2021 through March 14, 2022, and revised Amendment No. One typographical error;

WHEREAS, Amendment No. Four replaced Exhibit C (Auditor-Controller Contract Accounting and Administration Handbook) and Exhibit E (Contractor’s Administration);

WHEREAS, Amendment No. Five extended the Contract term effective March 15, 2022 through March 14, 2023; replaced the Standard Terms and Conditions, Section 29.0, Facsimile Representations; and added Section 64.0, COVID-19 Vaccination of County Contractor Personnel;

WHEREAS, Amendment No. Six extended the Contract term effective March 15, 2023 through March 14, 2024;

WHEREAS, Amendment No. Seven extended the Contract term effective March 15, 2024 through March 14, 2025, and removed Section 64.0, COVID-19 Vaccination of County Contractor Personnel in its entirety;

WHEREAS, the purpose of this Amendment is to extend the Contract term effective March 15, 2025 through March 14, 2026, revise the Terms and Conditions and Statement of Work,

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, Amendments and Written Notices; and

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **CONTRACT, TABLE OF CONTENTS, PART II, STANDARD TERMS AND CONDITIONS,** is amended to add the following:

65.0 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

2. **PART I, UNIQUE TERMS AND CONDITIONS, SECTION 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS,** Section 1.2 is amended to read as follows:

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

3. **PART I, UNIQUE TERMS AND CONDITIONS, SECTION 2.0, TERM OF CONTRACT,** Subsection 2.2, Subsection 2.2.6 is added to read as follows:

2.2.6 The term of this Contract is extended for a period of one-year, effective March 15, 2025 through March 14, 2026, unless terminated earlier.

4. **PART I, UNIQUE TERMS AND CONDITIONS, SECTION 3.0, CONTRACT SUM,** Subsection 3.1, Subsection 3.1.5 is added to read as follows:

3.1.5 The Maximum Annual Contract Sum for the term effective March 15, 2025 through March 14, 2026 is \$500,000.

3. **PART II, STANDARD TERMS AND CONDITIONS, SECTION 18.0, CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT,** is amended as follows:

18.0 Consideration of Hiring GAIN/Start Participants

18.1 Should the Contractor require additional or replacement personnel after the effective date of the Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

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 opening with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

5. **PART II, STANDARD TERMS AND CONDITIONS, SECTION 55.0, TERMINATION FOR IMPROPER CONSIDERATION**, Subsections 55.2 is amended to read as follows:

55.2 The Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made to the Los Angeles County Fraud Hotline at (800)544-6861 or <https://fraud.lacounty.gov/>.

6. **PART II, STANDARD TERMS AND CONDITIONS, SECTION 65.0, Contribution and Agent Declaration**, is added as follows:

65.0 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.

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

7. Exhibit A, Statement of Work, is deleted in its entirety and replaced as attached hereto.

8. Exhibit B (Pricing Sheet), Exhibit B-1 (Line-Item Budget/Budget Narrative), and Exhibit B-2 (Monthly Services Invoice) are amended to add the extension term effective March 15, 2024 through March 14, 2026, as attached hereto.

9. Exhibit P, Contribution and Agent Declaration Form: Nonprofit Organizations, is added as attached hereto.

EXCEPT AS AMENDED HEREIN, ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment 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 warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Amendment. This Amendment 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

BET TZEDEK LEGAL SERVICES

By: _____

By: _____

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

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

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

By: _____
David Beaudet, Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**IMMIGRATION LEGAL ASSISTANCE
FOR ABUSED AND NEGLECTED CHILDREN**

Table of Contents

<u>Section Title</u>	<u>Page</u>
1.0 PREAMBLE	1
2.0 OVERVIEW	1
3.0 DEFINITIONS.....	2
4.0 TARGET POPULATION.....	4
5.0 COUNTY'S RESPONSIBILITIES	4
6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES.....	5
7.0 STAFF REQUIREMENTS	6
8.0 SCOPE OF WORK.....	7
9.0 CONTRACTOR'S QUALITY ASSURANCE PLAN AND MONITORING.....	10
10.0 COUNTY'S QUALITY ASSURANCE MONITORING.....	11
11.0 GREEN INITIATIVES.....	11

SOW Exhibits

Exhibit A-1 Contract Discrepancy Report

Exhibit A-2 Quarterly Report

STATEMENT OF WORK

PREAMBLE

1.0 PREAMBLE

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

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

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

2.0 OVERVIEW

In Los Angeles County, an increasing number of children in the child welfare system have a need for immigration relief. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. For various reasons, these children may find themselves unable to reunify with their parent(s) or unable to return to their home countries. When this occurs, immigration relief is required to ensure their continued well-being in the United States. This unique immigration relief is known as Special Immigrant Juvenile Status (SIJS).

Los Angeles County is home to more than 10 million residents, including 2.3 million children. The Los Angeles County Department of Children and Family Services (DCFS) is one of the most sophisticated child welfare systems in the nation. The children's best interest is in the forefront of their adjudication cases. Unlike many jurisdictions, children in Los Angeles County are appointed counsel in the dependency court; however, these attorneys do not practice immigration law. As such, when a child needs assistance beyond the dependency court scope, DCFS works to ensure the rights of the children are protected. Often, in partnership with legal aid organizations, DCFS capably ensures that immigration needs and

interests of DCFS children remain addressed. Due to the shift in immigration practices at the federal level, immigrant children under DCFS jurisdiction now require more intensive and sophisticated legal assistance to ensure their rights and interests are protected. A legal service provider with expertise in immigration law, in collaboration with DCFS, County Counsel, and Children’s Law Center of California (CLCC) will address these needs for DCFS-supervised children.

In the past ~~four~~ five years, the DCFS Special Immigrant Status (SIS) Unit has filed as many as ~~439~~ 214 new SIJS applications per year. We anticipate that this increase will continue and that the current staffing resources that the contracted agency will no longer be able to meet the need. Further, over the last 10 years, it has become increasingly difficult to get approval on SIJS applications. Each application receives more scrutiny. In addition, a high number of SIJS applications involve children/youth involved in removal proceedings, increasing the complexity of the work. This increase in number of applications, the necessity for removal proceeding representation, and the increase in complexity of each case, requires more allocated resources from the contractor in order to effectively meet the needs of children/youth.

New SIJS Applications Filed Per Year

<u>2015</u> <u>2020</u>	<u>2016</u> <u>2021</u>	<u>2017</u> <u>2022</u>	<u>2018</u> <u>2023</u>	<u>2024</u>
421 <u>129</u>	430 <u>163</u>	159 <u>427</u>	439 <u>214</u>	211

*as of 3/1/24

In addition to the contract with Bet Tzedek, DCFS has secured pro-bono commitments from multiple clinics and agencies in the Greater Los Angeles Area. Although these agencies reduced the number of cases in need of attorneys, all of these agencies are currently near or at capacity and do not have the ability to accept additional cases. For 2023 and 2024, the unit has averaged 18 new SIJS referrals per month. In prior years, the average was approximately 13. Further, each application now takes years to adjudicate, whereas in the past, adjudication averaged under 6 months.

This contract will enable DCFS to continue the partnership with a legal organization to allow for continued success in establishing Permanent Legal Residence for DCFS children. DCFS continues to uphold child safety, permanency, and enable access to effective and caring services. The increase in funding will also assure that the contracted agency can service the increasing number of SIJS filings while navigating the complex legal needs that are ubiquitous in almost every SIJS filing, requiring more intense and additional legal representation.

Current Need

~~As of January 18, 2019, there are 267 active SIJS cases involving DCFS supervised children pending with the United States Citizenship and Immigration Services (USCIS), a component of the United States Department of Homeland~~

~~Security, including 165 cases in need of an immigration attorney. In addition, there are 63 cases with signed predicate orders that have not yet been filed with USCIS. There are 13 cases with pending signed predicate orders that have not yet been filed with USCIS, all of which are in need of an immigration attorney. In total, 202 children still need immigration attorney representation.~~

Current Need

	Pending SIJS cases with USCIS	Signed Predicate Order/ Not filed with USCIS	Pending Signed Predicate Order/ Not filed with USCIS	Total
Active Cases	267	63	13	343
Immigration Legal Assistance Secured	402	39	0	441
Immigration Legal Assistance NEEDED	165	24	13	202

~~*as of 1/18/19~~

~~Through this contract DCFS will partner with a non-profit legal services provider that will represent the DCFS supervised youth with active SIJS cases as of the date of execution as well as those new cases that come to DCFS's attention after the contract start date.~~

3.0 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:

- 3.1 Asylum** – The protection granted by a nation to someone who has left their native country as a political refugee.
- 3.2 Children’s Social Worker (CSW)** – The Social Worker employed with DCFS to manage caseloads for children who are under the supervision of DCFS.
- 3.3 Contract Discrepancy Report (CDR)** – A report prepared by the County’s Program Manager to inform Contractor of non-compliance.
- 3.4 Contractor’s Program Director (CPD)** – The Contractor’s employee who is responsible for overseeing the work to be performed by the Contractor as defined in the Contract.
- 3.5 Corrective Action Plan (CAP)** – A written plan that details a contractor’s

commitment to remedy deficiencies in the delivery of the contracted services as cited by the County.

- 3.6 County Program Managers (CPMs)** – The County representatives responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.7 Deferred Action for Childhood Arrivals (DACA)** - An administrative relief that protects from deportation any eligible immigrants who came to the United States as children. American immigration policy that allows some individuals who were brought to the United States illegally as children to receive a renewable two year period of deferred action of deportation and become eligible for a work permit in the U.S.
- 3.8 Plan** – A plan that demonstrates how the objectives for the contracted activities/services will be met. A continuous Quality Improvement Process Plan shall review and assure all requirements of the contract are met or exceeded.
- 3.9 Removal Proceedings** - Administrative proceedings to determine an undocumented person's removability from the United States and his or her eligibility for relief.
- 3.10 Request for Further Evidence (RFE)** – A request issued by the United States Citizenship and Immigration Services to petitioners for residency, citizenship, family visas, and employment visas because additional information and/or documentation is required before a decision can be made.
- 3.11 Special Immigrant Juvenile Status (SIJS)** – A way for minors currently in the United States to adjust their status to that of Lawful Permanent Resident despite their unauthorized entry or unlawful presence in the United States, which may make them inadmissible to the United States and/or create a hindrance to Adjustment of Status.
- 3.12 Special Immigrant Status (SIS) Unit** – The DCFS unit that provides countywide immigration services to DCFS children that are undocumented immigrant from any country who meet the criteria for Special Immigrant Juvenile Status according to the federal law.
- 3.13 Supervising Children's Social Worker (SCSW)** – The Supervisors employed with the DCFS to manage CSWs.
- 3.14 T-Visas** – A type of visa allowing certain victims of human trafficking and immediate family members to remain and work temporarily in the United States.
- 3.15 U-Visas** – A type of visa for victims of violent crimes such as domestic

violence, rape, severe physical assault, drive-by shooting, etc., who are willing to cooperate with law enforcement or other government agencies in the investigation and prosecution of the crime.

3.16 United States Citizenship and Immigration Services (USCIS) – A component within the U.S. Department of Homeland Security that administers the country's naturalization and immigration systems.

3.17 Violence Against Women Act (VAWA) - A means for battered and abused spouses (and certain parents and children) to obtain a green card without the cooperation of the U.S. citizen or permanent resident relative who is abusing them.

4.0 TARGET POPULATION

The target populations for immigration legal assistance services are DCFS supervised children in need of immigration assistance.

5.0 COUNTY'S RESPONSIBILITIES

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

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

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

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

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

5.6 Overall project coordination between Contractor and County shall be through the CPM or designee and the CPD, authorized representative(s), or their designated alternates.

5.7 CPM is not authorized to make any changes to the terms and conditions of this Contract nor to obligate the County or DCFS in any way whatsoever beyond the terms of the Contract.

5.8 CPM has full authority to monitor and evaluate the Contractor's performance under this Contract.

5.9 CPM shall offer technical assistance and/or guidance to the Contractor in areas relating to County policy and procedural requirements in the performance of this Contract.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 Contractor shall designate a Contract Program Director (CPD) responsible for daily management of Contract operation and overseeing the work performed by Contractor.
- 6.2 CPD must be full-time staff dedicated to this Contract and shall have full authority to act for the Contractor on all matters related to the daily operations of Contract.
- 6.3 CPD shall be responsible for Contractor's day-to-day activities and shall coordinate with CPM as needed.
- 6.4 CPD, or alternate, must be available to receive telephone calls, pages, or emails between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except on observed County holidays.
- 6.5 CPD must return CPM's telephone calls and email messages no later than the following business day, except on observed County holidays.
- 6.6 CPD must provide CPM or designee ~~monthly~~ quarterly and annual reports and any supporting documents requested by CPM, as specified in Section 8.0.
- 6.7 CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- ~~6.8 The County shall have the right to review and approve the CPD and any replacement by the Contractor.~~
- 6.9 The County shall have the right to remove the CPD and any replacement recommended by the Contractor.
- 6.10 For ~~FY 2018-2019~~, for all new cases requiring the completion of a predicate order the Contractor must, when necessary and appropriate, provide legal representation to DCFS children in need of Immigration Relief, to include, but not limited to, Special Immigration Juvenile Status, within 30 days or sooner if necessary depending on the facts of the case.
- 6.11 In addition to all reports described below in section 8.3, Contractor shall submit a written report within one business day of all special incidents that require immediate attention or action to the County Program Manager and, if necessary, to the child's attorney at CLCC.
- 6.12 Contractor shall keep records of any and all services performed for a period not less than seven (7) years following the expiration date of this Contract.

Evidence of services performed includes, but is not limited to:

1. Completed JV 356/367 forms;
2. Completed Requests for Further Evidence;
3. Completed Declarations;
4. Completed Notices of Intent to Deny;
5. Applications/petitions/motions and other legal documents filed on behalf of DCFS children in need of immigration relief, to include but not limited to, Special Immigration Juvenile Status, in state court, immigration court, with USCIS, or other appropriate venues;
6. Receipt notices for applications submitted to USCIS; and
7. Final orders or decisions.

7.0 STAFF REQUIREMENTS

Contractor's personnel shall be qualified staff with the background, experience, and expertise to provide the required services.

~~7.1~~ The Program Administrator shall be responsible for providing, but not limited to: assessing for and direct services to DCFS Children in need of immigration relief. ~~; including, but not limited to, Special Immigration Juvenile Status.~~

7.2 Agencies providing services under this contract shall meet the following minimum requirements unless approved by the CPM or designee.

- Is a California-based nonprofit legal service organization with 501(c)(3) status;
- Have at least three (3) years of experience handling Asylum, T-Visa, U-Visa, VAWA, DACA, and/or SIJS cases and has represented at least 25 individuals in these matters;
- Have experience in representing individuals in removal proceedings and asylum applications;
- Have experience in conducting trainings on Asylum, T-Visa, U-Visa, SIJS, VAWA, DACA, and/or removal proceedings to practitioners who are non-Contractor staff;
- Have experience in guiding and supervising the work of attorneys who do not regularly provide legal representation in the practice areas of Asylum, T-Visa, U-Visa, VAWA, DACA, or SIJS cases, but nevertheless work pro bono on these types of cases;
- Be accredited by the United States Department of Justice's Office of Legal Access Programs or meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California;
- Have the ability to provide legal services for new DCFS children in need of immigration relief cases, for the following types of immigration proceedings, including, but not limited to: Removal Proceedings,

asylum, T-Visa, U-Visa, VAWA, DACA, SIJS, or other available immigration remedies specified by Contractor; and

- Have the ability to provide legal services for DCFS children in all stages of the immigration relief process.

8.0 SCOPE OF WORK

During the term of this Contract, the Contractor shall provide the following legal services to DCFS consistent with the Statement of Work (SOW) and the terms of the Contract. The services to be provided shall include:

8.1 Legal Services Provided by Contractor

Upon receiving a referral from DCFS or an appointment order from the juvenile dependency court pursuant to Welfare and Institutions Code section 317(e) contractor will provide legal representation on immigration related issues for those identified youth.

8.1.1 Contractor agrees to contact and coordinate with DCFS, CLCC, the Dependency Court, local agencies, and community based organizations to facilitate Contractor's access to eligible DCFS children in need of immigration relief to offer them legal services pursuant to this Contract.

8.1.2 Contractor agrees to conduct a preliminary assessment, prior to the signing of an Agreement for legal representation for any DCFS child in need of immigration relief, to determine, if possible, that the Contractor possesses the necessary experience in the immigration status proceedings that may be available to the DCFS child.

8.1.2.1 Contractor agrees to assess all identified children for immigration representation and to provide representation if deemed appropriate.

8.1.3 Contractor agrees to provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters, and other support staff.

8.1.4 Contractor agrees to provide legal representation, for identified children, even if the cost of the representation, even if the cost of the representation exceeds the cost of the program. Contractor will subsidize the cost of the legal representation at no cost to the County.

8.1.5 Contractor agrees to obtain necessary releases of information from client at the onset of representation in order to provide DCFS with copies of documentation and correspondence received from USCIS.

8.1.6 Contractor agrees to provide competent legal services to DCFS children at all stages of the immigration relief process that include, but are not limited to:

8.1.6.1 Obtaining information and facts relevant to the represented DCFS child in need of Immigration Relief to properly assess and determine the appropriate immigration status or statuses for which the DCFS child may be eligible to apply;

8.1.8.2 Preparing for and attending interviews, depositions, mediations, arbitrations, settlement conferences and/or, administrative or judicial hearings as necessary and appropriate; and

8.1.8.3 Preparing and filing appropriate applications, documents, motions, and briefs.

8.1.8.4 Representing clients in removal proceedings

8.1.8.5 Assessing for and applying for any and all other types of relief such as U-Visas, T-Visa, Asylum, VAWA and DACA renewal.

8.2 Duration of Legal Services Provided by Contractor

8.2.1 Contractor agrees, except as specified in this section, to provide all necessary and appropriate legal services to a qualifying DCFS child in need of Immigration Relief and shall continue representation even if such representation exceeds the duration of this contract. Contractor agrees to continue the representation until the DCFS child has been awarded legal status, has exhausted all of his/her opportunities for appeal, or the Contractor has otherwise satisfied the requirements to provide complete legal services as determined by the dependency court. In the event that the DCFS child in need of Immigration Relief is not satisfied with any or all decisions, representation shall continue until the court or the non-minor dependent instructs the Contractor to withdraw from representation, replaces the Contractor with another representative or attorney, or no longer wants to pursue the filing of an appeal of any or all of the decisions to the highest administrative or judicial tribunal. In the event that an appeal is filed, representation continues, pursuant to this Contract, until a final decision is rendered by the highest tribunal in which the DCFS child in need of Immigration Relief authorized the Contractor to file an appeal.

8.2.2 The Contractor may terminate legal services with the DCFS child in need of Immigration Relief, pursuant to this Contract and in accordance with the requirements of Section 8.3. In the event Contractor subsequently discovers, after conducting a preliminary assessment in accordance with Section 8.1.2, and the signing of an Agreement for legal representation with a DCFS child, that the DCFS child may qualify to apply for an immigration status in which the Contractor does not possess the necessary experience to apply on behalf of the DCFS child or represent the DCFS child in the applicable immigration proceedings.

~~A child under age 18 only by filing and having granted in the dependency court, a request to be relieved.~~

8.2.3 The Contractor may terminate legal services with the non minor youth age 18 and over by filing, in the dependency court and having granted, a request to be relieved DCFS child in need of Immigration Relief through a termination letter with no less than thirty (30) days' notice if the DCFS child repeatedly fails to appear for appointments or communicate with the Contractor. The Contractor must make every effort to contact or find the DCFS child at all available phone numbers, addresses, and contacts and by contacting the CLCC attorney assigned to represent the DCFS child. The Contractor must document its efforts in writing in the applicable file of the DCFS child before the Contractor sends the thirty (30) days' notice of termination of legal services due to a lack of contact.

8.2.4 The DCFS child in need of Immigration Relief may terminate legal services with the Contractor at any time and the Contractor must immediately formally withdraw from its representation, in accordance with Section 8.3, as long as withdrawal does not prejudice the DCFS child's legal case in any way.

8.2.5 In the event that the Contractor agrees to provide legal services to a DCFS child in need of Immigration Relief that was previously represented and provided legal services by another organization, Contractor shall provide legal services in accordance with Sections 8.1 and 8.2.1.

8.4 Termination of Legal Representation of a DCFS Child in need of Immigration Relief

In the event Contractor or the DCFS child in need of Immigration Relief determines that legal services need to be terminated pursuant to Sections 8.2.2, 8.2.3, or 8.2.4, Contractor shall, no more than five (5) days after the termination of the legal representation of the DCFS child, provide the following:

8.4.1 Written notification to the DCFS Program Manager;

8.4.2 The DCFS child in need of Immigration Relief's alien number of the issued by the U.S. Department of Homeland Security;

8.4.3 An explanation of the basis for Contractor's inability to continue to provide legal services pursuant to this Contract;

8.4.4 If applicable, identification of another nonprofit legal services organization that has agreed to provide legal services to the DCFS child in need of Immigration Relief; and

8.4.5 Certification that Contractor shall provide proper notification to the applicable administrative and/or judicial tribunal that the Contractor shall no longer be representing the DCFS child in need of Immigration Relief.

8.6 REPORTS REQUIREMENTS

Quarterly and Annual Reports

- 8.6.1** Contractor shall develop and submit quarterly reports to DCFS, indicating the current active case count & case status, work and activities performed, such as the preparing and filing of appropriate documents, motions, and briefs, and any additional information requested by the CPM.
- 8.6.2** A quarterly report shall be submitted to the CPM within fifteen (15) business days from the end of each quarter.
- 8.6.3** Contractor shall provide the CPM an electronic annual report within thirty (30) days of the end of the contract year in a format approved by the CPM. The report shall include successes, areas for improvement, and outcome of trainings, consultations and any additional information requested by the CPM.
- 8.6.4** Contractor shall include in the reports copies of any Corrective Action Plans (CAP) (See Section 3.0 Definitions) issued during the previous month and notes on any changes to internal processes, policies or procedures required to comply with any CAPs.
- ~~**8.6.5** The monthly reports shall be submitted to the CPM within ten (10) business days from the end of the month in a format approved by the CPM.~~
- 8.6.6** Contractor shall provide updates to County Program Manager and County Program Monitor on individual cases as requested.

9.0 CONTRACTOR'S QUALITY ASSURANCE PLAN AND MONITORING

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) approved by the CPM to assure the requirements of the Contract are met. An approved copy must be provided to the CPM upon request after the Contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

- 9.1** Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the SOW. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable
- 9.2** Methods for insuring uninterrupted service to the County in the event of a strike by Contractor's employees or any other potential disruption in service.
- 9.3** The Contractor shall not utilize any employee or subcontractor whose work

has been deemed deficient and/or unacceptable by the CPM.

- 9.4** The Contractor shall establish and maintain a Continuous Quality Improvement Process Plan to periodically review and assure all requirements of the Contract are met or exceeded. A current copy of the Continuous Quality Improvement Process Plan approved by the CPM must be provided to CPM for review and approval upon commencement of the Contract and as updated thereafter.
- 9.5** The QAP shall include, but is not limited to, manuals that contain data for all training components defined herein.
- 10.6** The plan shall include an identified monitoring system covering all the services, Performance Requirements Summary, as well as methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the QAP:
- Activities to be monitored to ensure compliance with all SOW requirements;
 - Monitoring methods to be used;
 - Frequency of monitoring;
 - Samples of forms to be used in monitoring;
 - Title/level and qualifications of personnel performing monitoring functions; and
 - File of all monitoring results, including any corrective action taken.

11.0 COUNTY'S QUALITY ASSURANCE MONITORING

The County or its agent shall evaluate the Contractor's performance under this Contract on an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards.

- 11.1** The CPM or designee will monitor Contractor performance under this Contract using the CPM approved QAP specified in this SOW.
- 11.2** Contractor shall work with CPM to quickly resolve any issues that emerge regarding Contractor's performance.
- 11.3** Contractor shall meet monthly and as needed with CPMs to discuss QAP.
- 11.4** Contractor shall: 1) immediately notify CPM of any difficulty, problem, or incidents which may impact or delay the progress or completion of work; and 2) work with each CPM to resolve such issues to avoid further problems.
- 11.5** Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the

Contractor's Program Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor. The CPM will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit A-1. Upon receipt of this document, the Contractor is required to respond in writing to the CPM within five (5) business days, acknowledging the reported discrepancies or present contrary evidence. The Contractor shall submit a plan to address and correct all deficiencies identified in the Contract Deficiency Report to the CPM within ten (10) business days of receipt of the Contract Deficiency Report.

12.0 GREEN INITIATIVES

- 12.1** The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** The Contractor shall notify CPM of the Contractor's proposed green initiative outline in their proposal and any new green initiatives prior to the Contract commencement.

15.0 OUTCOME MEASURES

Performance Outcome Summaries as follows:

Performance Requirement Summary

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
1.	For all new cases requiring the completion of a predicate order the Contractor must, when necessary and appropriate, provide legal representation to DCFS children in need of Immigration Relief, to include, but not limited to, Special Immigration Juvenile Status, within 30 days or sooner if necessary depending on the facts of the case (Section 6.10).	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
2.	Contractor shall submit a written report within one business day of all special incidents that require immediate attention or action to the County Program Manager and, if necessary, to the child's attorney at CLCC (Section 6.11).	Standard : 100 % compliance	Written notification	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
3.	Contractor shall contact and coordinate with DCFS, CLCC, the Dependency Court, local agencies, and community based organizations to facilitate Contractor's access to eligible DCFS children in need of immigration relief to offer them legal services pursuant to this Contract (Section 8.1.1).	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
4.	Contractor shall provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters, and other support staff (Section 8.1.2 3).	Standard : 100% compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
5.	<u>Contractor shall provide competent legal services to DCFS children at all stages of the immigration relief process that include, but are not limited to: Obtaining information and facts relevant to the represented DCFS child in need of Immigration Relief to properly assess and determine the appropriate immigration status or statuses for which the DCFS child may be eligible to apply; Preparing for and attending interviews, depositions, mediations, arbitrations, settlement conferences and/or, administrative or judicial hearings as necessary and appropriate; and Preparing and filing appropriate applications, documents, motions, and briefs. Representing clients in removal proceedings. Assessing for and applying for any and all other types of relief such as U-Visas, T-Visa, Asylum, VAWA and DACA renewal (Section 8.1.5).</u>	<u>Standard: 100% compliance</u>	<u>Quarterly and annual reports</u>	<u>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction</u>

6.	Contractor shall provide all necessary and appropriate legal services to a qualifying DCFS child in need of Immigration Relief and shall continue representation even if such representation exceeds the duration of this contract. Contractor shall continue the representation until the DCFS child has been awarded legal status, has exhausted all of his/her opportunities for appeal, or the Contractor has otherwise satisfied the requirements to provide complete legal services as determined by the dependency court (Section 8.2.1).	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
7.	Contractor shall notify the DCFS PM in writing within five (5) days after the termination of the legal representation of the DCFS child and provide any appropriate documents to the PM within 30 days (Section 8.2.4.1).	Standard : 100 % compliance	Written notification	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
8.	Contractor shall provide appropriate notification to any administrative or judicial tribunal that Contractor is no longer representing the DCFS child (Section 8.2.4.2).	Standard : 100 % compliance	Written notification	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
9.	<p>Contractor shall develop and submit quarterly and annual reports to DCFS, indicating the current active case count & case status, work and activities performed, such as the preparing and filing of appropriate documents, motions, and briefs, and any additional information requested by the CPM.</p> <p>A quarterly report shall be submitted to the CPM within fifteen (15) business days from the end of each quarter. The first quarter shall begin on the first month of contract execution, whether partial or whole, and shall include two subsequent months (Sections 8.3.1 & 8.3.2).</p>	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction

BET TZEDEK LEGAL SERVICES
Immigration Legal Assistance for Abused & Neglected Children
12-month Project Budget

March 15, 2025 - March 14, 2026

PERSONNEL EXPENSES	FTE	PROGRAM COST	*DCFS GRANT SHARE
<i>Salaries</i>			
Directing Attorney	0.28	\$ 40,131	\$ -
Attorneys	3.00	290,287	193,546
Hearing Representative	1.00	79,352	59,514
Administrative Assistant	1.00	75,578	55,677
TOTAL SALARIES	5.28	\$ 485,347	\$ 308,737
<i>Total Fringe Benefits @ 27%</i>		<u>131,044</u>	<u>83,359</u>
TOTAL PERSONNEL COSTS		\$ 616,391	\$ 392,096
NON-PERSONNEL EXPENSES			
Program Costs		14,798	9,809
Facilities		95,390	35,780
Operations		12,030	9,607
Staff Development		8,500	3,274
Travel and Parking Expense		3,600	2,256
Printed Materials		2,668	1,769
TOTAL NON-PERSONNEL		\$ 136,986	\$ 62,495
INDIRECT @ 10%		<u>\$ 75,338</u>	<u>\$ 45,409</u>
TOTAL EXPENSES		<u><u>\$ 828,715</u></u>	<u><u>\$ 500,000</u></u>

DCFS IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN

Budget Narrative 2025-2026

Bet Tzedek Legal Services

Bet Tzedek is submitting a 12-month budget for the program (3/15/25 to 3/14/26). The budget includes personnel required to complete the program, and non-personnel expenses including facilities and administrative costs.

Personnel

Position titles, percentage of time to be spent on program, and salary to program are listed for each proposed position in the line-item budget. The proposed staff costs are based on an estimate of the percentage of full-time each staff member will spend on this program (full-time equivalence or FTE) multiplied by their annual salary amounts.

Bet Tzedek program staff track their time entries in a case management system in increments of 1/10th of an hour. Time entries are reviewed and approved by direct supervisors and twice per month are submitted to Human Resources and Finance to assign current pay rates to hours and funders across all agency programs.

Fringe benefits and payroll taxes are calculated at a rate of 27% of salary. This percentage includes payroll taxes; medical, dental and vision insurance; worker's compensation; pension and life insurance.

Program Staff Salaries

One full-time Staff Attorneys and two half-time attorneys totaling 200% FTE in the amount of \$193,546. The Attorneys will provide direct legal services to clients.

One Hearing Representative at 75% FTE in the amount of \$59,514. The Hearing Representative will provide direct legal services to clients.

One Administrative Assistant at 75% FTE in the amount of \$55,677.

Fringe Benefits

Fringe Benefits for all staff listed, calculated at 27% of salaries, total \$83,359.

Non-Personnel

Program Costs in the amount of \$9,809 represents a pro-rata share based on FTE of program staff; program costs include expenses such as bar dues, books and library, court filing and research and e-filing subscriptions.

Facilities costs in the amount of \$35,780 represents a pro-rata share based on FTE of program staff; costs include facility lease; information technology service providers, offsite backup, computer supplies and equipment costs of less than \$1,000 and repairs and maintenance.

Operations in the amount of \$9,607 represents a pro-rata share based on FTE of program staff. These costs include office supplies, staff meeting costs, annual financial statement audit, payroll processing fees, and other small miscellaneous costs.

Staff Development costs in the amount of \$3,274 is the estimated cost of trainings specific to this program.

Travel and Parking expenses totaling \$2,256 is based on estimated mileage and parking expenses of program staff.

Printed materials of \$1,769 is an estimate of costs incurred for photocopying and mailing documents for legal filings.

**County of Los Angeles
Department of Children and Family Services
Child Protection Hotline/Out of County Services Division
Attn:
Address:**

Business Name:
Address:
City, State, Zip Code:
Program Name:

Date:
Invoice No:
Billing Month:
Contract Term:
TIN #:

INVOICE	
Total Monthly Billed Amount	Year to Date Expenses
\$ _____	\$ _____

Personnel:

Salaries:

Employee Name	Employee Title	FTE	Number of Hours			Total Amount Billed	Year to Date Amount Billed
			SJS:	Removal Defense:	Other:		
Total:							

Total Fringe Benefits @ 27%: \$ _____	Year to Date Expenses: \$ _____
Total Personnel Costs: \$ _____	\$ _____
Non-Personnel Expenses:	
Program Costs: \$ _____	
Facilities: \$ _____	
Operations: \$ _____	
Staff Development: \$ _____	
Travel and Parking Expenses \$ _____	
Printed Materials \$ _____	
Total Non-Personnel: \$ _____	\$ _____
INDIRECT @ 10%: \$ _____	
Total Amount Due: \$ _____	

Budgeted Amount: \$ _____
Year to Date Expendi: \$ _____
Total Amount Availal: \$ _____

CERTIFICATION

I certify, under penalty of perjury, that this invoice is true in all respects.

For DCFS Program Manager Only

1st Level Approval _____ Date: _____
Approver Name: _____ Date: _____
2nd Level Approval _____
Approvers Name: _____



Contribution and Agent Declaration Form: Nonprofit Organizations

This form must be completed by nonprofit applicants for a license, permit, contract or other entitlement for use from the County of Los Angeles ("County"). Pursuant to the Levine Act (Government Code section 84308), members of the Board of Supervisors and other elected and appointed County officers are disqualified from and unable to participate in certain proceedings – including those involving certain contracts if the County officer received more than \$250 in the past 12 months contributions from the applicant, any paid agent of the 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 organization, and agents paid to represent you or your organization. Failure to complete this form in its entirety may result in delays in the processing of, and perhaps even denial of, your application.

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

A. APPLICANT INFORMATION

1) Name of nonprofit organization:

2) Does your nonprofit organization have a parent, subsidiary, or related organization, including a related political organization or committee? If yes, name the organization(s).

3) Name(s) of your nonprofit organization's compensated officers and the members of your Board of Directors who receive compensation for their service:

B. AGENT INFORMATION

4) Name(s) of paid employees, and/or any other paid representative (such as an attorney or lobbyist), who have communicated or will communicate with the County about this license, permit, contract or other entitlement for use:

5) Does the individual completing this form currently receive, or will the individual receive in the future, compensation from the nonprofit organization to communicate with the County about license, permit, contract or other entitlement for use?

YES NO

This material is intended for use by applicants for a license, permit, contract or other entitlement 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 and your organization, you should call your lawyer or contact the Fair Political Practices Commission for further guidance at 1-866-ASK-FPPC (1-866-275-3772) or advice@fppc.ca.gov.



Contribution and Agent Declaration Form: Nonprofit Organizations

C. CONTRIBUTIONS

- 6) Did you or any of the individuals or organizations named above make a contribution in the past 12 months to any County Supervisor, another elected County officer, or any other County officer or employee that, when added together, is more than \$250?

YES NO

If yes, provide the following information for each contribution. Attach additional pages if necessary.

Name of Contributor: _____

Amount of Contribution: _____

Date of Contribution: _____

By signing this Contribution and Agent Declaration form, you attest that you made a reasonably diligent investigation regarding the organization that is seeking a license, permit, contract or other entitlement for use, and that the responses to the questions in this Contribution and Agent Declaration form are true and correct to the best of your knowledge and belief.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if your organization hires an agent during the course of these proceedings and will compensate them for communicating with the County about this license, permit, contract or other entitlement for use, you or your organization will inform the County of the identity of the agent 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, or any other County officer or employee by you, the organization, its agents, and its employees who have communicated or will communicate with the County about this license, permit, contract or other entitlement for use after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, contract or other entitlement for use.

Name

Signature

Date

This material is intended for use by applicants for a license, permit, contract or other entitlement 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 and your organization, you should call your lawyer or contact the Fair Political Practices Commission for further guidance at 1-866-ASK-FPPC (1-866-275-3772) or advice@fppc.ca.gov.

SOLE SOURCE CHECKLIST

Department Name: Department of Children and Family Services

New Sole Source Contract

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: March 15, 2019

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS 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 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 12 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 and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Michael J. Martinez Digitally signed by Michael J. Martinez
Date: 2025.01.23 14:00:15 -08'00'

Chief Executive Office

Date

SOLE SOURCE JUSTIFICATION

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Section 2.5 of the Los Angeles County Services, Supplies & Equipment Contract/Purchasing Policy Manual (Attachment III).

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:

1. What is being requested?

The establishment of a sole source contract with Bet Tzedek to continue to provide immigration legal services through the Immigration Legal Services for Abused and Neglected Children contract. The County will be conducting a Request for Proposals solicitation and establishing a sole source contract will ensure continuity of this service.

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

In Los Angeles County, a number of children in the child welfare system have a need for immigration relief. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. For various reasons, these children may find themselves unable to reunify with their parent(s) or unable to return to their home countries. When this occurs, immigration relief is required to ensure their continued well-being in the United States. This unique immigration relief is known as Special Immigrant Juvenile Status (SIJS).

Immigration legal services for children involved with the child welfare systems includes, but is not limited, to providing legal representation to clients screened by the Department of Children and Family Services (DCFS) through SIJS filings, Removal Proceedings, asylum, T-Visa, U-Visa, VAWA, DACA, SIJS, or other available immigration remedies to meet the needs of the client referred by DCFS.

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

The Immigration Legal Services for Abused and Neglected Children contract has been in place between DCFS and Bet Tzedek since 2019. While there are many agencies that provide immigration legal services to children in Los Angeles County, Bet Tzedek’s expertise working with the very complex legal needs of children and youth who have experienced abuse and/or neglect make their “brand” a standout. As well, Bet Tzedek provides immigration legal representation to children and youth

impacted by abuse and/or neglect beyond their 18th birthdays, until the immigration legal matters are completely resolved.

4. Have other product/vendors been considered?

Other vendors have been considered to provide immigration legal services for children who have experienced abuse and/or neglect. However, other agencies do not have the expertise Bet Tzedek has with this very specific population.

5. Will purchase of this product avoid other cost?

The Immigration Legal Services for Abused and Neglected Children contract will continue to avoid other cost for Los Angeles County. When children obtain legal status in the country, they are afforded many opportunities such access to post-secondary education, financial assistance, legal employment, and the ability to live freely without the threat of deportation.

6. Is this product proprietary or is it available from various dealers?

The expertise Bet Tzedek has working with children involved with the child welfare system makes their services to Los Angeles County proprietary.

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

Bet-Tzedek provides significant pro bono legal services to the children referred to this program. Bet-Tzedek will be receiving \$500,000 from Los Angeles County, but the actual cost of the service per client is approximately \$5,000- \$10,000 depending in complexity. The unit receives between 150 and 200 cases per year which could be an expense of up to \$2,000,000 to the county should each case be assigned to individual contracted attorneys. Currently Bet-Tzedek is representing a total of 244 DCFS clients.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

The Immigration Legal Services for Abused with Bet Tzedek will cost \$500,000 annually.

Approval Signature: _____ Date: _____



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



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 Chief Deputy Director

October 30, 2024

To: Supervisor Lindsey P. Horvath, Chair
 Supervisor Hilda L. Solis
 Supervisor Holly J. Mitchell
 Supervisor Janice Hahn
 Supervisor Kathryn Barger

From: 
 Brandon T. Nichols
 Director

NOTICE OF INTENT TO EXTEND THE SOLE SOURCE CONTRACT FOR IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN SERVICES WITH BET TZEDEK LEGAL SERVICES

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to extend the sole source contract, approved by the Board in a Motion adopted on November 13, 2018, for Immigration Legal Assistance Services for Abused and Neglected Children. The initial contract with Bet Tzedek Legal Services was executed on March 15, 2019, for a one-year term, with two one-year options to extend. Subsequently, a Board letter adopted on February 15, 2022, delegated authority to the Director of DCFS to extend the contract term for one-year, with two optional one-year periods through March 14, 2025.

In accordance with Board Policy 5.100, County departments must provide advance written notice and justification to the Board for amendments to extend existing contracts when departments do not have delegated authority to execute such amendments.

JUSTIFICATION

The current contract will expire on March 14, 2025. The contract with Bet Tzedek Legal Services will be amended to extend the term. The new term will be effective March 15, 2025 through June 30, 2026. The Maximum Contract Sum will be \$625,000, financed using 100 percent 2011 State Realignment funds. The contract extension will allow DCFS time to complete a Request for Proposals solicitation for a replacement contract.

The Honorable Board of Supervisors
October 30, 2024
Page 2

DCFS will proceed with the sole source contract negotiations within four weeks of this notification, unless otherwise instructed by the Board Office.

If you have any questions or need additional information, you may contact me, or your staff may contact Aldo Marin, Board Liaison, at (213) 371-6052.

BTN:LM:CMM:RW
LTI:CP:MP:mg

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