



# Board of Supervisors Family & Social Services Cluster Agenda Review Meeting

**DATE:** November 19, 2025

**TIME:** 1:30PM

**MEETING CHAIRS:** Monica Banken, 5<sup>th</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Claudia Alarcon

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration

500 West Temple Street

Los Angeles, California 90012

Room 140

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 995 916 944# or

[Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)

Members of the Public may address the Family & Social Services Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

- I. **Call to Order**
- II. **Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
  - a) **Aging and Disabilities Department:** Request Authorization to Award and Execute Fiscal Year 2025-26 Subaward for Traditional Legal Assistance Program Services.
- III. **Motion(s)**
  - **SD3:** Expansion of CarePortal Services to Address the Needs of Families in Crisis
- IV. **Presentation/Discussion Items:**
  - a) **Department of Children and Family Services (DCFS):** Request to Approve Sole Source Contracts for the Provision of Community Treatment Facility Services.
  - b) **DCFS:** Recommendation to Award Ten Contracts to Provide Child Abuse Prevention, Intervention and Treatment Services.
  - c) **DCFS:** Sole Source Request to Extend the Current Prevention and Aftercare Contracts.

V. Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.  
-- None --

VI. **Public Comment**

VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE FAMILY & SOCIAL SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL ADDRESS AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

[Family\\_Social\\_Services@ceo.lacounty.gov](mailto:Family_Social_Services@ceo.lacounty.gov)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/19/2025				
<b>BOARD MEETING DATE</b>	12/9/2025				
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>				
<b>DEPARTMENT(S)</b>	Aging and Disabilities (AD)				
<b>SUBJECT</b>	Authorization to Award and Execute Fiscal Year 2025-26 Subaward for Traditional Legal Assistance Program Services				
<b>PROGRAM</b>	Traditional Legal Assistance Program (TLAP)				
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> <b>No</b> If Yes, please explain why: N/A				
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable				
<b>DEADLINES/ TIME CONSTRAINTS</b>	None. This is a new Subaward.				
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Total funding:</b> \$1,607,600</td><td style="width: 50%;"><b>Funding source:</b> Older Americans Act (OAA) Title III B and III E</td></tr> </table>			<b>Total funding:</b> \$1,607,600	<b>Funding source:</b> Older Americans Act (OAA) Title III B and III E
<b>Total funding:</b> \$1,607,600	<b>Funding source:</b> Older Americans Act (OAA) Title III B and III E				
	<b>TERMS (if applicable):</b> Six months with three (3) annual and one, six (6) month renewal options for a maximum of four (4) years.				
<b>PURPOSE OF REQUEST</b>	<p>The purpose of this request is to:</p> <ol style="list-style-type: none"> <li>1) Approve and authorize AD's Interim Director, Director, or designee, to accept and execute a Subaward with Bet Tzedek for the Traditional Legal Assistance Program (TLAP) effective January 1, 2026 through June 30, 2026, with authority to execute up to three (3) annual renewals and one (1) six-month option for a maximum term of four (4) years, in an amount not to exceed \$1,607,600, subject to available funding and satisfactory performance.</li> <li>2) Approve and authorize AD's Interim Director, Director, or designee, to execute amendments to add, update, or modify federal, State, and County terms and conditions, and to adjust funding amounts—including increases or decreases exceeding ten percent (10%)—based on available funding or contractor performance, with County Counsel approval as to form and written notification to the CEO within thirty (30) days.</li> </ol>				

	<p>3) Delegate authority to AD's Interim Director, Director, or designee, to terminate the Subaward for default, convenience, or at the Subrecipient's request, with prior County Counsel approval and written notification to the Board and CEO within ten (10) business days of such action.</p>
<b>BACKGROUND</b> <b>(include</b> <b>internal/external</b> <b>issues that may exist</b> <b>including any related</b> <b>motions)</b>	<p>The California Department of Aging (CDA) designates the AD to operate as an Area Agency on Aging (AAA) for all areas of Los Angeles County, except the City of Los Angeles. AD receives funding from CDA to administer a variety of social service programs through contracted service providers, including TLAP. TLAP provides free legal services to Older Adults, unpaid Family Caregivers, and individuals with Disabilities, Alzheimer's disease, or related disorders. The program promotes justice, dignity, health, and independence for Older Adults, particularly those with the greatest social or economic need, by protecting and enforcing their legal rights and advancing systemic change through elder rights advocacy. Services include legal advice and representation from qualified attorneys, as well as counseling or other forms of assistance provided by paralegals or law students under the supervision of a licensed attorney.</p>
<b>EQUITY INDEX OR</b> <b>LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable
<b>SUPPORTS ONE OF</b> <b>THE NINE BOARD</b> <b>PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>DEPARTMENTAL</b> <b>CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:          Victoria Jump, Assistant Director, (213) 856-1219,  <a href="mailto:vjump@ad.lacounty.gov">vjump@ad.lacounty.gov</a></p>

**BOARD OF SUPERVISORS**

Hilda L. Solis

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

December 9, 2025

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

**EXECUTIVE LEADERSHIP**

Maral V. Karaccusian  
*Interim Director*

Lorenza C. Sánchez  
*Chief Deputy Director*

Dawnna Lawrence  
*Interim Administrative Deputy II*

Anna Avdalyan  
*Assistant Director*

Dr. Solomon Shibeshi  
*Assistant Director*

Victoria Jump  
*Assistant Director*

Ivan Pacheco  
*Chief Information Officer*

**GET IN TOUCH**

510 S. Vermont Avenue, Suite 1100  
Los Angeles, CA 90020  
ad.lacounty.gov  
info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information &

Access Line:

(888) 677-1199

Dear Supervisors:

**AUTHORIZATION TO AWARD AND EXECUTE  
FISCAL YEAR 2025-26 SUBAWARD FOR  
TRADITIONAL LEGAL ASSISTANCE PROGRAM SERVICES**

**(ALL SUPERVISORIAL DISTRICTS)**

**(3-VOTES)**

**SUBJECT**

The Los Angeles County Aging & Disabilities Department (AD) seeks approval and delegated authority to award and execute a Traditional Legal Assistance Program (TLAP or Program) Subaward for the term effective January 1, 2026 through June 30, 2026, with AD having the sole option to extend the Subaward term for three (3) annual renewal options and one, six (6) month option for a maximum Subaward term four (4) years with Bet Tzedek for an anticipated six (6) month amount of \$207,750 or a maximum total of \$1,607,600 including all option years; and, execute amendments with this Subrecipient, as needed, during the Subaward term.

**IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve and authorize AD's Interim Director, Director, or designee, to accept and execute the TLAP Subaward for the term effective January 1, 2026 through June 30, 2026, and subsequently execute up to three (3) annual renewal options and one, six (6) month option for a maximum Subaward term four (4) years with Bet Tzedek for an anticipated six (6) month amount of \$207,750 or a maximum total of \$1,607,600. Allocation to the Subrecipient is subject to availability of funding and is contingent upon Subrecipient's performance in meeting the goals of TLAP, as well as Subrecipient's



adherence to its Subaward terms. AD will obtain County Counsel approval as to the form of the Subaward prior to executing this Subaward and shall provide written confirmation to the Chief Executive Officer (CEO) within thirty (30) working days of completing this action.

2. Approve and authorize AD's Interim Director, Director, or designee, to execute amendments with this Subrecipient, which serve the best interests of the County during the Subaward term as follows: 1) add new, relevant, or updated federal, State, County Subaward, and/or other terms and conditions; and 2) increase or decrease the Subaward amounts (including but not limited to baseline funds, one-time-only funds, and/or supplemental monies), which may exceed ten percent (10%) of the Maximum Subaward Sum, in response to the availability of funding and/or based on Subrecipient's performance provided that: (a) the total allocation does not exceed available funding; (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment; and, (c) AD provides written confirmation to the CEO within thirty (30) working days of completing this action.
3. Delegate authority to AD's Interim Director, Director, or designee, to terminate the Subaward with the Subrecipient upon their request, and those that have closed or are in default of their Subaward requirement, for Subrecipient default or for the convenience of the County, provided: a) County Counsel's approval is obtained prior to termination of the Subaward, and b) AD's Interim Director, Director, or designee, notifies the Board and the CEO in writing within ten (10) business days after such termination.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)**

The California Department of Aging (CDA or State) has designated AD to operate as an Area Agency on Aging for all areas of the County, except for the City of Los Angeles, which is served by another public agency. AD receives funding from CDA to administer various program services, which are implemented through contracts with service providers. In this capacity, AD oversees the administration of a variety of social service programs, including TLAP.

TLAP is designed to promote justice, dignity, health, security, maximum autonomy, and independence for Older Adults, particularly those in greatest social or economic need, by protecting and enforcing their legal rights and advancing systemic change through broad-based elder rights advocacy. The program's goal is to deliver high-quality, high-impact, and cost-effective legal services that address the unmet legal needs of eligible clients.

Through TLAP, Older Adults, unpaid Family Caregivers, and individuals of any age with a Disability, Alzheimer's disease, or a related neurological or organic brain disorder may receive legal advice and representation from qualified attorneys. Services may also include counseling or other forms of legal assistance provided by a licensed attorney, paralegal, or law student working under the direct supervision of a licensed attorney.

AD conducted a competitive Request for Proposals (RFP) solicitation, which resulted in Bet Tzedek being selected as the successful Proposer. Accordingly, AD intends to award and execute the resulting Subaward with Bet Tzedek upon your Board's approval.

### **IMPLEMENTATION OF STRATEGIC PLAN**

The recommended actions support the following Countywide Strategic Plan Goals:

- North Star 1, Focus Area Goal D, Strategy 7 (Older Adults & People with Disabilities) by supporting purposeful aging, enhancing service delivery and care, promoting accessibility, and championing an environment where the needs, health, well-being, and rights of older adults, people with disabilities, and those who are dependent are prioritized.
- North Star 2, Focus Area Goal A, Strategy 1 (Population Based Health) by focusing on our County health systems to improve health outcomes of individuals and communities with an emphasis on providing quality, accessible, and culturally responsive services.
- North Star 2, Focus Area Goal E, Strategy 4 (Disadvantaged Communities) Invest in and strengthen the economic capacity and infrastructure in historically disadvantaged and under-resourced communities.

### **FISCAL IMPACT/FINANCING**

The TLAP is financed with federal Older Americans Act (OAA) Title III-B and Title III-E funds. The anticipated funding for the recommended Subaward is \$207,750. The requested Board authority will allow AD to allocate funds for the TLAP Subaward annually for an anticipated four (4) year total of \$1,607,600 for the Subaward term of January 1, 2026 through December 31, 2029 (which includes three (3) annual options plus one, six (6) month extension). The TLAP funding is included in AD's Fiscal Year 2025-26 Final Adopted budget. There is no net County cost associated with this program.

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

The Subrecipient is in compliance with all Board and County requirements. The Subaward includes standard County terms and conditions in addition to federal and State terms and conditions that are required for AD to administer/operate the program. Furthermore, the Subaward is not subject to the requirements for Proposition A, in which living wage laws would be applicable. AD will obtain County Counsel approval as to the form of the Subaward prior to its execution and/or amendment.

The original term of this Subaward will commence on January 1, 2026 through June 30, 2026, with AD having the sole option to extend the Subaward term for three (3) annual and one, six (6) month renewal options for a maximum total Subaward term of four (4) years.

### **CONTRACTING PROCESS**

On September 4, 2025, AD released a competitive RFP solicitation (in accordance with federal, State, and County procurement standards) under proposal number AAA-TLAP-2526 RFP. AD sought qualified Proposers to provide TLAP services Countywide, excluding the City of Los Angeles, which is served by another public agency. Notification of this release occurred as follows:

- Newspaper Publication: AD advertised the RFP in the following newspapers general circulation in Los Angeles County and bordering counties: Los Angeles Times; Daily News; San Gabriel Valley Tribune; Long Beach Press Telegram; Torrance Daily Breeze; Orange County Register; and La Opinion.
- Posting on Internal Services Department (ISD)/Office of Small Business (OSB) Website: In accordance with County requirements, AD posted notification of the RFP using multiple commodity/service codes associated with TLAP services. Based on WebVen registered vendors associated with those commodity/service codes, this notification was sent to approximately 1,058 potential Proposers.
- GovDelivery Notifications: AD utilizes GovDelivery, a web-based email subscription management system, which includes approximately 3,988 recipients that have signed up to receive news and information pertaining to contracting opportunities with AD. These recipients were notified regarding the release of this RFP.

A mandatory Proposers' conference was held to address questions received from potential Proposers, and no protests were received in response to the solicitation requirements.

AD received one (1) proposal in response to the RFP. In accordance with County requirements, the proposal was reviewed and determined to be responsive and responsible. Evaluation was conducted by a team comprised of individuals from AD, who were subject matter experts in various areas including program operations, contract development, and finance/accounting. There were no protests in response to the evaluation and the recommendation of the award.

In accordance with Board Policy 5.130 (Contracting with Community Business Enterprise Firms) requiring disclosure of information pertaining to Community Business Enterprise (CBE) firms, AD has reflected this information in Attachment I. On final analysis and consideration of the award, the successful Proposer was selected without regard to race, creed, or color.



### **MONITORING REQUIREMENTS**

Administrative, programmatic, and fiscal monitoring of the Subrecipient will be conducted on an annual basis to ensure compliance. Administrative and programmatic monitoring are completed by AD's Compliance Division. Fiscal monitoring is conducted by an approved vendor procured through the Los Angeles County Master Agreement for As-Needed Contract Audits/Studies.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will allow for the continued provision of TLAP services Countywide. These services provide vital support and resources to the residents of Los Angeles County. As such, it is in the County's best interest to execute this Subaward.

### **CONCLUSION**

Approval of the recommended actions will allow for the continued provision of TLAP services to clients in the areas served by the Subrecipient.

Should you have any questions, please contact me directly, or your staff may contact Victoria Jump, Assistant Director, at [VJump@ad.lacounty.gov](mailto:VJump@ad.lacounty.gov).

Respectfully Submitted,

Maral V. Karaccusian  
Interim Director

MK:LS:VJ:DL:ip

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

Enclosure

**Attachment I**

**Los Angeles County Aging and Disabilities Department**

**Community Business Enterprise Program Information**

<b>FIRM INFORMATION *</b>		<b>Bet Tzedek</b>
<b>BUSINESS STRUCTURE</b>		<b>Non-Profit</b>
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>
<b>OWNERS/ PARTNERS/ BOARD</b>	Black/African American	4%
	Hispanic/Latino	5%
	Asian or Pacific Islander	6%
	American Indian	0%
	Subcontinent Asian	2%
	White	83%
	<i>Female (include above)</i>	43%

\* Information was provided by Proposer in response to the RFP (AAA-TLAP-2526 RFP). On final analysis and consideration of award, successful Proposer was selected without regard to race, creed, or color.

**Expansion of CarePortal Services to Address the Needs of Families in Crisis**

Faith communities have long been known as pillars of society, equipped with the ability to provide vulnerable children and families with safe spaces, compassion, care, and supportive services along with critical tangible resources. In fulfilling their mission to care for those in need, faith-based institutions have provided volunteers, donations, shelter, support programs, and other services. In recognition of the intrinsic value faith-based engagement brings to child welfare, on September 25, 2018, the Los Angeles County Board of Supervisors (Board) adopted a motion directing the Department of Children and Family Services (DCFS) and the Center for Strategic Partnerships (the Center) to develop a faith-based strategy and program to work with Faith-Based Organizations (FBOs) and Houses of Worship (HOW) in a shared goal of serving children and families throughout the County.

As the largest child protection services agency in the nation, DCFS serves thousands of youths and families, with many expressing their desire and comfort with receiving services from FBOs and HOWs. Because they are often working closely with families and communities in crisis, FBOs and HOWs can refer children, transition age youth, caregivers or families to a wide range of community-based services that can help stabilize the family system before more invasive interventions are necessary. Families that are connected and feel supported have greater chances of becoming healthy families that ultimately strengthen their communities, especially in times of crisis.

**MOTION**

MITCHELL \_\_\_\_\_

HORVATH \_\_\_\_\_

HAHN \_\_\_\_\_

BARGER \_\_\_\_\_

SOLIS \_\_\_\_\_

In 2020, during the COVID pandemic, children, youth and families who were already vulnerable were at higher risk of system involvement due to increased isolation and difficulty getting their basic needs met. The Global Orphan Project offered to provide DCFS with access to their CarePortal technology platform at no cost, allowing DCFS, schools, nonprofits, and other child-serving agencies to collaborate with faith-based and community partners to meet the needs of children and families in crisis in real-time. On September 1, 2020, DCFS signed a Non-Financial Partnership Agreement with the Global Orphan Project and used a phased implementation strategy to launch CarePortal services in 19 DCFS regional offices delivering tangible items and goods to children, youth, and families interfacing with the child welfare system.

Since September 2020, CarePortal services have been provided in eight (8) Service Planning Areas (SPAs) and 19 DCFS regional offices by delivering tangible items and goods to children and families in need. CarePortal has also rendered services to assist kinship placements with the goal of preserving such placements through the Kinship Care Support Initiative. During the Los Angeles County fire disasters in January 2025, CarePortal responded to the crisis by delivering critical support to systems-involved youth and families impacted or displaced by the fires. CarePortal has provided training and resources to FBOs, HOWs and child-serving agencies with the goals of keeping children safe, helping children achieve timely and sustained permanency, improving the well-being of children and families, and reducing or avoiding costs to child-serving agencies.

Since the establishment of the non-financial partnership agreement between DCFS and CarePortal in 2020, dozens of DCFS faith-based liaisons in eight (8) SPAs and 19 DCFS regional offices have utilized CarePortal's care sharing technology as a critical tool in their work to serve thousands of children and families in crisis across the County, with a primary emphasis on prevention and early intervention to help keep children with their families out of foster care when possible and safely. DCFS uses CarePortal to help deliver positive outcomes for the safety, security, and well-being of children and families under its supervision, such as helping to prevent children from entering foster care, strengthening biological families, helping establish or preserving foster care, kinship or adoptive placements, helping children reunify with their biological

families, supporting youth as they age out of foster care, supporting children's educational needs, and supporting expectant mothers.

As of September 30, 2025, CarePortal's network has served over 4,300 children and generated approximately \$2,600,000 in economic impact in response to requests submitted by the Faith Based Liaisons for the needs of identified children and families. According to data from more than 2,000 reviews by agency workers regarding their experience with CarePortal in Los Angeles County:

- The average satisfaction rating is 4.9 stars out of 5;
- 99% agreed that partnering with the faith-based community made them feel more supported in their work; and,
- 99% agreed that meeting the request helped improve the well-being of the family and child(ren) involved.

While DCFS would benefit from the expansion of CarePortal services to the Department's full scope of programs serving children and families in crisis countywide, CarePortal does not have the capacity to expand their services without funding support. DCFS has identified one-time State Block Grant (SBG) dollars that can be used to support this expansion for the next two years.

The expansion of CarePortal in Los Angeles County using SCG funds would support prevention and early intervention efforts. CarePortal has established infrastructure to expand services and immediately utilize these specific funds to assist and serve additional children and families by:

- Providing additional personnel to expand the CarePortal Platform accessibility;
- Expanding access to additional DCFS programs, including the Youth Development Services Division, Extended Foster Care Services, and the Authentic Youth Engagement section (to specifically serve adolescent young adults to age 21), Parents in Partnership (to serve parents), Resource Family Support Services (to assist foster and kinship care providers), Special Immigrant Services Section (to assist youth), Medical Case Management Services Section (to assist children and youth with medical needs), Child Protection Hotline and the Emergency Response Command Post (to serve

families initially referred to DCFS as well as other child and family-serving agencies in Los Angeles County);

- Providing services and support for up to 7,000 children and their families;
- Providing training for community stakeholders to centralize and access resource requests and acquisitions;
- Providing ongoing support for CarePortal to DCFS and other child and family-serving community agency partners; and
- Building the ecosystem of community agencies, churches, businesses, local non-profits, and civic organizations to expand services to children and families in crisis in collaboration with DCFS and other agency partners.

CarePortal services would also be available as a current and much needed resource to assist with food insecurity from the longest government shutdown in U.S. history. Additional DCFS staff would have ongoing access and support from CarePortal and its partners, providing resources that enhance family engagement, support child safety, permanency and well-being with tangible resources, and increased access to community-based support that build protective factors for children and families.

The Global Orphan Project has emphasized their commitment to serving children and families in Los Angeles County. They will continue to pursue public-private funding opportunities to support its operation of CarePortal in Los Angeles County following the two-year term DCFS can fund using SBG dollars. CarePortal is a critical resource for our children and families, promoting prevention efforts while supporting our children in case and our DCFS employees.

**I, THEREFORE, MOVE** that the Board of Supervisors instruct the Director of the Department of Children and Family Services (DCFS) to:

1. Execute a funding agreement (Agreement) with Southern California Grant Makers (SCG) and provide \$1,715,500, for a two-year Agreement with The Global Orphan Project, Inc., to expand the CarePortal program into all eight SPAs to address the needs of youth and families in crisis;

2. Delegate authority to the Director of DCFS, or his Designee, to execute extensions to the Agreement, contingent upon:
  - a. availability of funding;
  - b. approval by County Counsel; and
  - c. the Director of DCFS, or his Designee, notifies the Board and the Chief Executive Officer (CEO) in writing within ten (10) days of execution.
3. Delegate authority to the Director of DCFS, or his Designee, to execute amendments to increase or decrease the maximum funding agreement amount by no more than ten (10) percent during the term of the funding agreement to accommodate the increases or decreases in services, provided;
  - a. sufficient funding is available for increases;
  - b. approval by County Counsel is obtained; and
  - c. the Director of DCFS, or his Designee, or notifies the Board and the CEO in writing within ten (10) days of execution of amendment.
4. Provide quarterly written progress report-backs to the Board, including information on number of total requests met by CarePortal, number of children, youth and families (including kin, resource, and biological) served, number of food requests, requests by DCFS office and Supervisorial District, and estimated dollar amount of goods and services donated, along with any other outcomes.

# # #

LPH:es

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/19/2025			
<b>BOARD MEETING DATE</b>	12/9/2025			
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>			
<b>DEPARTMENT(S)</b>	Children and Family Services			
<b>SUBJECT</b>	<b>REQUEST TO APPROVE SOLE SOURCE CONTRACTS FOR THE PROVISION OF COMMUNITY TREATMENT FACILITY SERVICES</b>			
<b>PROGRAM</b>	Community Treatment Facility			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Star View and Vista Del Mar are the only two facilities certified by the California Department of Health Care (DHCS) and licensed by the California Department of Social Services (CDSS) to provide Community Treatment Facility (CTF) services in Los Angeles County.			
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>			
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract will expire on December 31, 2025.			
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$11,939,400</td><td>Funding source: NCC, 2011 State Realignment, State Department of Mental Health, and Probation Intra-Funds</td></tr> </table>		Total cost: \$11,939,400	Funding source: NCC, 2011 State Realignment, State Department of Mental Health, and Probation Intra-Funds
Total cost: \$11,939,400	Funding source: NCC, 2011 State Realignment, State Department of Mental Health, and Probation Intra-Funds			
	<b>TERMS (if applicable):</b> 1/01/2026 - 12/31/2028 with two one-year options to extend through 12/31/2030.			
	The Maximum Contract Sum for Vista Del Mar, including the two one-year options, will be \$5,189,400, financed using 21 percent State DMH funds, nine percent 2011 State Realignment funds, 60 percent net County cost (NCC) and 10 percent Probation Intra-Funds Transfer funds. The Maximum Contract Sum for Star View, including the two one-year options, will be \$6,750,000, financed using 21 percent DMH State funds, nine percent 2011 State Realignment funds and 70 percent NCC.			
<b>PURPOSE OF REQUEST</b>	To execute new Community Treatment Facility replacement contracts with Star View Children and Family Services, Inc and Vista Del Mar.			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	A Community Treatment Facility is defined in Health and Safety Code, Section 1502(a)(8), to be any residential facility that provides mental health treatment services to Child/Youth/Non-Minor Dependents (NMDs) in a group setting which has the capacity to provide secure containment. CTFs are contracted by Los Angeles County and provides the safest, most-structured, locked setting with the highest staff-to-child ratios for Child/Youth/NMD with the most severe psychiatric and behavioral problems. These Child/Youth/NMD have often experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others.			



	<p>Star View is licensed by the CDSS to provide CTF services in Los Angeles County. Star View's services are needed for the placement of children and youth who require higher levels of service than those provided by Group Home Rate Classification Level (RCL 14) or Short-Term Residential Therapeutic Program (STRTP).</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p> <p>The Department of Children and Family Services utilizes these funds and programs to support underserved and vulnerable populations, including children in foster care and NMDs transitioning out of care. All CTF contracts are subject to ongoing monitoring and compliance reviews to ensure that Contractors meet program objectives and address the needs of children, youth, and NMDs in placement. Such monitoring is conducted in accordance with applicable State and County regulations and each agency's approved Program Statement. This process ensures the equitable and fair delivery of services to all children, youth, and NMDs under DCFS care.</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Board Priority #1: Child Protection, Protection by providing care and supervision, mental health services, behavioral interventions, and professional intensive therapeutic and support services for children, youth, and NMDs to ensure safety, permanency, well-being, self-sufficiency, and reunification for those children, youth, NMDs, and their families.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email</p> <p>Lisa-Marie Kaye, Children Services Administrator III, (213) 332-1359</p> <p>kayeli@dcfs.lacounty.gov</p>



BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

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

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

Board of Supervisors  
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Second District  
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Fourth District  
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Fifth District

December 9, 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 SOLE SOURCE CONTRACTS FOR THE PROVISION OF  
COMMUNITY TREATMENT FACILITY SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS), Department of Mental Health (DMH), and the Probation Department (Probation) request your Board's approval to execute a Sole Source Contract with Vista Del Mar Child and Family Services (Vista Del Mar), and for DCFS and DMH to execute a Sole Source Contract with Star View Children and Family Services (Star View) for the provision of Community Treatment Facility (CTF) services, effective January 1, 2026 through December 31, 2028, with an option to extend for two additional one-year periods through December 31, 2030.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Directors of DCFS and DMH, and the Chief Probation Officer, or their designees, to execute contracts in substantially similar form to Attachment A and Attachment B, for the provision of CTF services effective January 1, 2026, through December 31, 2028. The County will have the sole option to extend the term of the contracts for up to two one-year renewal options, through December 31, 2030. The Maximum Contract Sum for Vista Del Mar, including the two one-year options, will be \$5,189,400, financed using 21 percent State DMH funds, nine percent 2011 State Realignment funds, 60 percent net County cost (NCC) and 10 percent Probation Intra-Funds Transfer funds. The Maximum Contract Sum for Star View, including the two one-year options, will be \$6,750,000, financed using 21 percent DMH State funds, nine percent 2011 State Realignment funds and 70 percent NCC.

*"To Enrich Lives Through Effective and Caring Service"*

2. Delegate authority to the Directors of DCFS, DMH, and the Chief Probation Officer, or their designees, to execute amendments to the contracts for changes to the scope of work as necessary to meet program needs, to change the terms and conditions in the contracts, and/or to increase or decrease the amounts of the contracts not to exceed 10 percent of the annual contract sums for changes in the volume of services, provided that: (a) such amendments are consistent with applicable federal, State, and County requirements, (b) prior approval of County Counsel is obtained, and (c) the Board and the Chief Executive Officer (CEO) are notified within 10 days of executing such amendments.
3. Delegate authority to the Directors of DCFS, DMH, and the Chief Probation Officer, or their designees, to terminate the Agreements described in Recommendation One in accordance with the termination provisions, including Termination for Convenience. The Directors of DCFS and DMH, and the Chief Probation Officer, or their designees, will notify the Board and CEO, in writing, of such termination action.
4. Delegate authority to the Directors of DCFS, DMH, and the Chief Probation Officer, or their designees, to exercise the two one-year extension options by written notice or amendment provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendment(s); and c) the Director of DCFS and DMH, and the Chief Probation Officer, or their designees, notifies the Board and the CEO, in writing, within ten business days of after executing such amendment(s).
5. Delegate authority to the Director of DCFS, or their designee, to extend contract by amendment or written notice for a period not to exceed six months beyond December 31, 2030, if such additional time is necessary to complete the negotiation of a new contract provided that: a) the cost of living adjustment is not included; b) sufficient funding is available for the extension; c) County Counsel approval is obtained prior to executing the extension; and d) DCFS notifies the Board and the CEO, in writing, within ten business of written notification's execution.

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

The current CTF contracts will expire on December 31, 2025 and new contracts are required in order to continue the provision of CTF services. The recommended actions will enable the County to continue providing CTF services to seriously emotionally disturbed children who are placed in the care and custody of DCFS and Probation Child Welfare (PCW).

Vista Del Mar and Star View are the only facilities licensed by the California Department of Social Services (CDSS) to provide CTF services in Los Angeles County. CTF services are needed for the placement of children and youth who require higher levels of service than those provided by Group Home Rate Classification Level (RCL 14) or Short-Term Residential Therapeutic Program (STRTP) and are the only secure residential group setting available for children, outside of a psychiatric hospital. CTF residential facilities provide intensive mental health treatment services to children and youth in a setting with the capacity to provide secure containment. The CTF provides the safest, most-structured setting with the highest staff ratios for children and youth with the most severe psychiatric and behavioral problems who are often deemed dangerous to themselves and others. Only children and youth who volunteer or are under conservatorship may be placed in a CTF. Each child/youth in a CTF has a designated treatment team that collaborates with the child and family team to address the trauma and underlying needs of each child/youth. The treatment team discusses and formulates the behavior management and intervention plans to which each child/youth best responds.

Children/youth placed in CTFs have previously experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others. Due to CTFs being the highest level of care, the State has indicated that the CTF rate is the same as the STRTP rate.

### **Implementation of Strategic Plan Goals**

The recommended actions support North Star 1, Focus Area Goal A, Healthy Individuals & Families, Strategy iii, Behavioral, Mental Health and Substance Use Disorder.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum for Vista Del Mar, including the two one-year options, is \$5,189,400, financed using 21 percent DMH State funds, nine percent 2011 State Realignment funds, 60 percent NCC and 10 percent Probation Intra-Funds Transfer funds. The Maximum Contract Sum for Star View, including the two one-year options, is \$6,750,000, financed using 21 percent DMH State funds, nine percent 2011 State Realignment funds and 70 percent NCC.

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

Vista Del Mar and Star View will continue to provide CTF placement services for DCFS, DMH, and PCW children and youth with severe psychiatric and behavioral problems. CTF services are geared towards the care and treatment of seriously emotionally disturbed children and youth, primarily through the dependency and juvenile court system.

Star View and Vista Del Mar are the only two facilities licensed by CDSS to provide these specialized services in the State of California.

### **CONTRACTING PROCESS**

The DCFS requested approval from CDSS on February 27, 2025, for procurement by negotiation with Vista del Mar and Star View and approval for a five-year contract term. CDSS approved the request on March 27, 2025.

Board policy 5.100, Sole Source Contracts and Amendments, requires a department to notify the Board be if it intends to negotiate a new sole source contract. On June 16, 2025, DCFS notified the Board of its intent to negotiate sole source contracts with Vista del Mar and Star View for CTF services.

### **IMPACT ON CURRENT SERVICES**

Vista Del Mar and Star View are the only facilities licensed by the CDSS to provide CTF services in Los Angeles County. Approval of these contracts will allow the contractors to continue providing intensive mental health treatment services to children and youth in a setting with the capacity to provide secure containment. The CTF provides the safest, most-structured setting with the highest staff ratios for children and youth with the most severe psychiatric and behavioral problems who are often deemed dangerous to themselves and others.

### **CONCLUSION**

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

Respectfully submitted,

Brandon T. Nichols  
Director

Lisa Wong, Psy. D, Director  
Department of Mental Health



Guillermo Viera Rosa  
Chief Probation Officer  
Probation Department

Attachments

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Probation Department  
Department of Mental Health

BTN:JF:CMM:RW:LT  
SS:tn

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Probation Department  
Department of Mental Health



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**STAR VIEW**

**FOR COMMUNITY TREATMENT FACILITY SERVICES**

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## STANDARD EXHIBITS

<b>A</b>	Statement of Work and Attachments
<b>B</b>	Line Item Budget and Narrative
<b>C</b>	Contractor's Payment Rate
<b>D</b>	County's Administration
<b>E</b>	Contractor's Administration
<b>F</b>	Contractor Acknowledgement and Confidentiality Agreement
<b>G</b>	Safely Surrendered Baby Law
<b>H</b>	Auditor-Controller's Handbook
<b>I</b>	Charitable Contributions Certification
<b>J</b>	User Complaint Report (UCR)
<b>K</b>	Confidentiality of CORI Information

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
STAR VIEW  
FOR  
COMMUNITY TREATMENT FACILITY SERVICES**

This Contract ("Contract") made and entered into on January 1, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and STAR VIEW, hereinafter referred to as "Contractor".

**RECITALS**

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

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501 (c) (3) of the Internal Revenue Code, specializing in providing Resource Family Approval Training Services; and

WHEREAS, County has the duty to provide care and protection for children placed in its charge pursuant to the provisions of the Welfare and Institutions Code (WIC), Section 16500; and

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

WHEREAS, existing County facilities do not have the capacity or the specialized programs to provide the care and protection for all children in its charge, and finds it impractical to develop and maintain facilities to care for all of the children in its care; and

WHEREAS, this Contract will provide services pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a State system for establishing rates in the Aid to Families with Dependent Children – Foster Care (AFDC/FC) program under Catalog for Federal Domestic Assistance Number(s) 93.658; and

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

## 1.0 APPLICABLE DOCUMENTS

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

### Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Line item budget and narrative
Exhibit C	Contractor's Payment rate
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor-Controller's Handbook
Exhibit I	Charitable Contributions Certification
Exhibit J	User Complaint Report (UCR)
Exhibit K	Confidentiality of CORI Information

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) 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 must 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 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County 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/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Children and Family Services which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 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.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 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 in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be three (3) years commencing after execution by County's Board, or January 1<sup>st</sup>, 2026, whichever is later, 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 (1) year periods for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Director of the Department of Children and Family Services (DCFS) and the Director of the Department of Mental Health (DMH) or their designees, as authorized by the Board of Supervisors.

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

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).
- 4.4** The term of this Contract may also be extended by the Director of DCFS and the Director of DMH by written notice to the Contractor, 60 days prior to the expiration of the Contract terms, for a period not to exceed six (6) months beyond the stated expiration date, on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

### **5.0 CONTRACT SUM**

#### **5.1 Total Contract Sum**

- 5.1.1** The Contract Sum for the three (3) year term, January 1, 2026 to December 31, 2028, shall be \$4,050,000, payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work

specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Budget sheet).

**5.1.2** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor for services set forth in Exhibit A, Statement of Work, in accordance with Section 5.6 of this Contract. Each Placed Child shall be paid the monthly Group Home RCL 14 rate established by CDSS Foster Care Funding and Rates Bureau (FCFRB). Expenses charged against this fund shall be reported in the Monthly Billing Report (Exhibit A-15) and in accordance with the payment, invoice and review provisions set forth further described in Section 5.6, Invoices and Payments.

**5.1.3** County agrees to pay Contractor up to \$\_\_\_\_\_ per month per County-placed child from County General Fund (CGF), prorated for CTF cost not reimbursed from other funding sources. The parties agree that payment of these CGF is only for actual allowable costs, in accordance with the payment, invoice, and review provisions set forth in this agreement. Contractor will work with County to maximize revenue from non-County sources.

5.1.3.1 Contractor shall not be entitled to the CTF placement and supplemental costs while the Placed Child is placed in the Psychiatric Health Facility (PHF) except when County requests for bed hold per Statement of Work, Subsections 16.18 and 16.19.

## **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

## **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to 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's invoices must be priced in accordance with Exhibit B (Line Item Budget). 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.

**5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.4** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
510 South Vermont Avenue  
Los Angeles, CA 90020  
Attn: Accounting Services, Accounting Section

##### **5.5.5 County Approval of Invoices**

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

##### **5.5.6 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report,

or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

- 5.5.7** The Contractor without prior approval of County may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year of the Contract between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) 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.
- 5.5.8** The Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.9** The Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.
- 5.5.10** Suspension and withholding of payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.11** County and Contractor agree that the payment rate referenced in this Contract is based on the established rate set by the County. During the term of this Contract, County shall compensate the Contractor for services based on the set rate for each type of service.

## **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 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 subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

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

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

### **6.3 County's Project Manager**

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

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

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

### **6.4 County's Project Monitor**

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

### **6.5 County's Contract Analyst**

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

## **7.0 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 changes as they occur.

### **7.2 Contractor's Project Manager**

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

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

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

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

#### **7.4 Contractor's Staff Identification**

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

All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

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

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

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

#### **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 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 of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request 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.

**7.5.2** 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.

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

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

## **7.6 Confidentiality**

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

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

## **8.1 Amendments**

- 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 to the Contract must be prepared and executed by the Contractor and by the Directors of DCFS and DMH, or their designees.
- 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 County.
- 8.1.3** The Directors of DCFS and DMH, or their designees, 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 Directors of DCFS and DMH, or their designees.

## **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 Complaint Procedures**

- Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The Contractor will use the User Complaint Report (Exhibit J) as part of their policy.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- 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.



- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within three (3) 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

- 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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board 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 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.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

- 8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County

through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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 Damage to County Facilities, Buildings or Grounds**

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State

statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

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



or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

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

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

any work performed by or on behalf of the Contractor pursuant to this Contract.

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

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

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

### **8.24.2 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- 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:

County of Los Angeles  
Department of Children and Family Services, Contract Division  
510 S. Vermont Ave, Los Angeles, CA 90020  
Attention: Sose Badoyan, Contract Analyst

[BadoyS@dcfs.lacounty.gov](mailto:BadoyS@dcfs.lacounty.gov)

- 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 will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

**8.24.7 Contractor's Insurance Must Be Primary**

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each

subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

**8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date 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.

### Unique Insurance Coverage

- **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.

- **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 must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

**8.26.1** 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 will be agreed upon at such time 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 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each

such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 Non Exclusivity**

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

#### **8.30 Notice of Delays**

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

#### **8.31 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director 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 Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 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 proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

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

- 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 Project Director.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, 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 subparagraph 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, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

**8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the

County, Contractor must forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Community Treatment Facility Program Manager  
510 South Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

**8.40.9** Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor will maintain a make available upon request of County Program Manager all the following documents:

- An executed Exhibit F3 – Contractor Non-Employee Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
- Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.
- The Tax Identification Number of the subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number must not be identical to the Contractor's Tax Identification Number.
- Contractor will provide County Program Manager with copies of all executed Subcontracts after County Program Manager's approval.

**8.40.10** No subcontract will alter in any way any legal responsibility of Contractor to County. Contractor must remain responsible for any and all performance required of it under this Contractor, including, but not

limited to, the obligation to properly supervise, coordinate, and perform work required hereunder.

- 8.40.11** Notwithstanding any other provision of this Contract, the parties do not intend that any person or entity will 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 Project 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).



- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing 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, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 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 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

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

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

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

#### **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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

**9.1.1** The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

**9.1.2** The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

**9.1.3** Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

**9.1.4** Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party’s officers, employees, and agents), for damages to the other party that are attributable to such failure.

### **9.2 Ownership of Materials, Software and Copyright**

**9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter “materials”) which are originated or created through the Contractor’s work pursuant to this Contract. The Contractor, for valuable

consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

### **9.3 Intentionally Omitted**

### **9.4 Data Destruction**

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10)



business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

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

## **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 Child Abuse Prevention Reporting**

- 9.6.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 9.6.2 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:
  - 9.6.2.1 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.
  - 9.6.2.2 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.

- 9.6.2.3 The assurance that all employees of Contractor understand that the safety of the child is always the first priority.

## **9.7 Contractor Accounting and Financial Reporting**

- 9.7.1 Contractor must establish and maintain an accounting system include internal controls and financial reporting, which must meet the minimum requirements for Contract accounting as described in Exhibit H, Auditor-Controller Contract Accounting and Administration Handbook.
- 9.7.2 Contractor must maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **9.8 Conduct of Program**

- 9.9.1 Contractor shall abide by all terms and conditions imposed and required by the 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.

## **9.9 Capital Assets**

- 9.10.1 Title to all capital assets purchased with County funds designated by the County for that purpose under this Contract shall remain with County. A "Capital 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.

## **9.10 Former Foster Youth Consideration**

- 9.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as described in Section 8.13 and 8.14, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within



Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles

Department of Children and Family Services

Attn: Division Chief Youth Development Services Division

3530 Wilshire Boulevard, Suite 400

Los Angeles, CA 90010

Fax: (213) 637-0036

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

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

## **9.12 Use of Funds**

9.12.1 Contractor shall be organized and operated as a Federal Tax Exempt (if applicable) non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.

9.12.2 Contractor shall use AFDC-FC funds paid to and Expended by Contractor only for the placement, care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the SOW and the AFDC-FC payments received, and including expenditures consistent with MPP Section 11-404. By August 1 of each year, Contractor shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of Contractor Expenditures for the then current fiscal year. Contractor's cost allocation plan shall be developed in accordance with the principles included in OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Exhibit C) or any publication that supersedes these OMB circulars and the Department of Auditor-Controller Contract Accounting and Administration Handbooks, Exhibit C-1

9.12.3 Contractor shall expend foster care funds on reasonable and allowable Expenditures in providing the necessary placement, care, and Services, as specified in this Contract, for children placed by County. The determination of reasonable and allowable Expenditures shall be in accordance with OMB - 2 CFR Chapter I, Chapter II, Part 200, et al

(Exhibit C) or any publication that supersedes these OMB circulars; MPP Sections 11-400, 11-402, 11-403, 11-404, and 11-420; 45 CFR 74.27; and the Department of Auditor-Controller Contract Accounting Administration Handbooks, Exhibit C-1. Any AFDC-FC funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds will be governed by the provisions outlined in Part 1, Section 20.0 Dispute Resolution Procedures. If the dispute is solely pertaining to an Overpayment, the procedures and remedies set forth in MPP Sections 45-304 through 45-306 and 11-404 inclusive, shall be controlling and must be exhausted, per Part I, Sub-section 20.8, prior to any other remedy or resolution being implemented under Part 1, Section 20.0 or other applicable law, statute, or regulation.

- 9.12.4 All uses of AFDC-FC funds paid to and Expended by Contractor and other financial transactions related to Contractor provision of Services under this Contract are subject to review or audit by DCFS, County's Auditor-Controller or its designee, as set forth in Exhibits C, C-1, and C-2. In the event this Contract is subject to audit exceptions, Contractor shall pay to County the full amount of Contractor liability for such audit exceptions, as determined by DCFS, upon demand by County. Upon notice by Contractor, County will, upon verification by County, reduce the audit disallowance claimed by County by the amount subject to repayment to the State for duplicated disallowed Expenditures during the time period covered by County's audit.
- 9.12.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by Contractor, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 9.12.6 Total accumulated un-Expended funds shall include Contractor current un-Expended funds; if facts suggest the possibility of fraud or significant abuse, County reserves the right to review uses of un-Expended funds accumulated in periods prior to the Contractor's current fiscal year. Contractor's TAUF shall be reflected on its Semi-Annual Expenditure Report (Exhibit C-4), and discussed in the Contractor's Annual Cost Allocation Plan. At the end of any given Contractor fiscal year, any TAUF that is equal to or less than the total expenditures for the County's Program for the two most current months in the Contractor's completed fiscal year, will hereafter be

referred to as the TAUF Ceiling, must be used for the benefit of Placed Children for reasonable and allowable costs. In the event that Contractor's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds the TAUF Ceiling, Contractor shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit the plan to DCFS for review and approval within 180 Days of the fiscal year end. The Uniform Administrative Requirements in 2 CFR 1.100 title 1, section 100 and in the Sections 11-404.2 through 11-404.2.24 of the State of California MPP provides examples of permissible uses of un-Expended funds. Said Sections may provide a guideline for permissible uses of TAUF. However, all Contractor plans for uses of TAUF require preapproval by the CDSS Foster Care Audits and Rates Bureau. The Contractor shall submit its requested plan to the County DCFS, that includes a copy of the pre-approval issued by the CDSS Foster Care Audits and Rates Bureau to DCFS and allow 60 days to receive a response. Contractor's failure to develop an appropriate plan for the utilization of TAUF, or the expenditure of TAUF without a County approved plan shall constitute a material breach of the Contract. In such instance, County may take appropriate action, pursuant to this Contract, including, but not limited to, that under Part I, Section 16.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan, with the understanding that County may appeal the final decision pursuant to the Dispute Resolution Procedures in Part I, Section 20.0.

## **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 8.6	Compliance with Applicable Law

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
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

STAR VIEW

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

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

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

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

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

Lisa Wong Psy. D, Director  
Department of Mental Health

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

## SOLE SOURCE CHECKLIST

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

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: \_\_\_\_\_

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

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

## **Sole Source Justification**

### **1. What is being requested?**

We are requesting approval to execute a replacement Community Treatment Facility (CTF) contract with Star View Children and Family Services (Star View). New contracts for CTF Star View Children and Family Services, and Vista Del Mar Child and Family Services (Vista Del Mar) are needed to continue providing CTF services. The proposed contract terms are from January 1, 2026, to December 31, 2028, with two one-year options to extend through December 31, 2030.

### **2. Why is the product (service) needed – how will it be used?**

Both facilities have very safe and structured settings with the highest staff-to-child ratio for youth with the most severe psychiatric and behavioral problems. Only youth who volunteer or are under conservatorship could be placed in a CTF. These youth have often experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others. These acute behaviors have typically increased in frequency and intensity. Star View is a facility that has the capacity to provide secure and locked containment for youth with very high needs.

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

Yes. These two CTFs are the only two certified by the California Department of Health Care Services (DHCS) and licensed by the California Department of Social Services (CDSS) Community Care Licensing Department (CCLD) in the County of Los Angeles. Star View is one of the two residential group settings available outside of a psychiatric hospital for seriously emotionally disturbed children/youth.

### **4. Have other products or vendors been considered?**

No. Currently in Los Angeles County, there are no other programs that deliver such a robust set of services in a locked facility for high-risk youth.

### **5. Will purchase of this product avoid other costs?**

Yes, participants or recipients receive treatment and supportive services that can reduce the number of hospitalizations, constant placement disruptions, and the cost to the County. This approach is also consistent with the Department's outcome goals of well-being and safety, and enhancing the opportunity for self-sufficiency.

### **6. Is this service available from other providers?**

Only these two facilities are licensed by CDSS to provide CTF services in Los Angeles County. CTF services are needed for the placement of children and youth who require a higher level of services than those provided by the Group Home Rate Classification Level (RCL 14) or the Short-Term Residential Therapeutic Program (STRTP) and are the only secure residential group setting available for children, outside of a psychiatric hospital.

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

The County does not obtain a percentage discount or a discount not available to the private sector.

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

NA





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

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

Board of Supervisors

HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

LINDSEY P. HORVATH  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

June 26, 2025

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

From:  Brandon T. Nichols  
Director

**NOTICE OF INTENT TO NEGOTIATE SOLE SOURCE CONTRACTS WITH STAR VIEW CHILDREN AND FAMILY SERVICES, INC. AND VISTA DEL MAR CHILD AND FAMILY SERVICES FOR COMMUNITY TREATMENT FACILITY 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 commence negotiations with Vista Del Mar Child and Family Services (Vista Del Mar) and Star View Children and Family Services (Star View) to provide Community Treatment Facility (CTF) services.

The anticipated contract term for the new contracts with Vista Del Mar and Star View will be for three years, starting on January 1, 2026 through December 31, 2028, with an option to extend the term of the contracts for two additional one-year terms. The Maximum Contract Amount for Vista Del Mar will be \$5,189,400, financed using 21 percent Department of Mental Health (DMH) State funds, nine percent 2011 State Realignment funds, 60 percent net County cost (NCC) and 10 percent Probation Intra-Funds Transfer funds. The Maximum Contract Amount for Star View will be \$6,750,000, financed using 21 percent DMH State funds, nine percent 2011 State Realignment funds and 70 percent NCC.

A CTF is certified by the California Department of Health Care Services and licensed by the California Department of Social Services Community Care Licensing Department. A CTF is the only residential group setting available outside of a psychiatric hospital for seriously emotionally disturbed children/youth. As a facility that has the capacity to provide secure and locked containment, CTF provides one of the safest, most structured

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Each Supervisor

June 26, 2025

Page 2

settings with the highest staff-to-child ratios for youth with the most severe psychiatric and behavioral problems. Only youth who volunteer or are under conservatorship can be placed in a CTF. These youth have often experienced psychiatric hospitalizations as the result of behaviors that have been deemed dangerous to themselves and others. These acute behaviors have typically increased in frequency and intensity.

If you have any questions, you may contact me, or your staff may contact Aldo Marin, Board Liaison, at (213) 371-6052, or via email at [marina@dcfs.lacounty.gov](mailto:marina@dcfs.lacounty.gov).

BTN:JF:CMM:RW

LTI:SS:TN:sb

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/19/2025		
<b>BOARD MEETING DATE</b>	12/9/2025		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Children and Family Services (DCFS)		
<b>SUBJECT</b>	RECOMMENDATION TO AWARD TEN CONTRACTS TO PROVIDE CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT SERVICES		
<b>PROGRAM</b>	Child Abuse Prevention, Intervention, and Treatment (CAPIT) Services		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain why:		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Execute new contracts, effective February 1, 2026		
<b>COST &amp; FUNDING</b>	Total cost: \$ 3,102,000 annually		Funding source: 100% State Realignment
	TERMS (if applicable): February 1, 2026 – June 30, 2026 1 <sup>st</sup> option: July 1, 2026 – June 30, 2027, 2 <sup>nd</sup> option: July 1, 2027 – June 30, 2028, 3 <sup>rd</sup> option: July 1, 2028 – June 30, 2029, 4 <sup>th</sup> option: July 1, 2029 – June 30, 2030, and Seven-month optional term: July 1, 2030 – January 31, 2031		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Approve and delegate authority to the Director of DCFS, or designee, to execute ten new CAPIT contracts procured through Request for Proposals (RFP) #23-0009, effective February 1, 2026, through June 30, 2026.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>On April 23, 2024, DCFS released the CAPIT RFP #23-0009 to solicit ten new contracts. The RFP was posted on the Internal Services Department LA County Solicitations website and the DCFS Contracts website. In addition, the contracting opportunity was advertised in eight local newspapers, covering all areas of Los Angeles County. There were no Solicitation Requirements Reviews received.</p> <p>On May 23, 2024, DCFS held a Proposers' Conference. A total of 56 individuals representing 19 agencies attended the Proposers' Conference held via Webex. Five out of the eight agencies currently providing CAPIT services attended the conference. DCFS received a total of 36 electronic proposals from 20 different agencies by the deadline of July 17, 2024. Seven of the current CAPIT contractors submitted proposals.</p> <p>Responsiveness Reviews were performed on all 36 proposals submitted. Two of the four agencies that submitted proposals for the American Indian/Native Alaskan and Asian Pacific Islander populations were disqualified. Failure of the Proposers to comply with the Minimum Mandatory Requirements eliminated their proposals from any further consideration. The Disqualification Notice and Transmittal to Request for a</p>		

	<p>Disqualification Review was sent to both disqualified proposers on September 6, 2024. DCFS did not receive a Request for a Disqualification Review from either of the disqualified agencies.</p> <p>On October 3, 2024, a CAPIT RFP Evaluator Orientation was held via Microsoft Teams. Subsequently, evaluators were assigned to a SPA to review and rate a range of three to six proposals based on the number of proposals submitted for their assigned SPA. All CAPIT proposals were evaluated in the following areas: Background and Experience, Approach, Quality Assurance, and Cost. Informed Averaging Meetings were held for each team to discuss the basis for scores given to each proposal.</p> <p>Eight agencies were recommended for ten contract awards. On July 3, 2025, tentative selection and non-selection letters were sent to contractors. A total of 11 agencies, that submitted 18 non-selected proposals, requested a debriefing by the deadline. CAD completed all the Debriefing Meetings between the dates of July 24, 2025, and September 12, 2025. The non-selected proposers did not submit a Proposed Contractor Selection Review request.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain how: All contracted services match the cultural and linguistic needs of their target population in addition to two contracts that meet the language and cultural needs of the Asian Pacific Islander and American Indian/Native Alaskan families.
<b>FAMILY FIRST PREVENTION SERVICES ACT (FFPSA) LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please state which one(s) and explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      Link to BOS Priorities: <a href="https://ceo.lacounty.gov/category/priorities-initiative/">https://ceo.lacounty.gov/category/priorities-initiative/</a> If yes, please state which one(s) and explain how: Child Protection: CAPIT provides comprehensive counseling and parent education services to strengthen families who are at risk of or already experiencing problems in family functioning. CAPIT supports this vulnerable population to ensure that children are maintained in a safe and nurturing environment.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone #, & Email: Aldo Marin, DCFS Board Liaison (213) 371-6052 marina@dcfs.lacounty.gov



BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

LISA E. MANDEL  
Acting Chief Deputy Director

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

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

Board of Supervisors

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Second District

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Fourth District

KATHRYN BARGER  
Fifth District

December 9, 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:

**RECOMMENDATION TO AWARD TEN CONTRACTS TO PROVIDE CHILD ABUSE  
PREVENTION, INTERVENTION AND TREATMENT SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to award ten new contracts, procured through Request for Proposals (RFP) #23-0009, to provide Child Abuse Prevention, Intervention and Prevention (CAPIT) services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute 10 new CAPIT services contracts (substantially similar to Attachment A) for an initial five-month term effective February 1, 2026 through June 30, 2026, with the County's option to extend up to four additional one-year periods and a seven-month optional term effective July 1, 2030 through January 31, 2031. The Maximum Annual Contract amount is \$3,102,000.00, financed by 100 percent State funds. Sufficient funding for the CAPIT services contracts is included in the Adopted Fiscal Year (FY) 2025-2026 Budget and will be included in subsequent DCFS budget requests.
2. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendment or written notice to exercise optional contract terms provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and Chief Executive Office (CEO), in writing, within 10 business days of executing such amendments.

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3. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendments or written notice for an additional six months beyond January 31, 2031, if such time is necessary to allow time to complete a solicitation, provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and CEO, in writing, within 10 business days of executing such amendments.
4. Delegate authority to the Director of DCFS, or designee, to increase or decrease the Maximum Annual Contract amount by up to ten percent when such a change is necessitated by additional and necessary services, provided that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and CEO, in writing, within 10 business days of executing such amendments.
5. Delegate authority to the Director of DCFS, or designee, to terminate CAPIT contracts for convenience or contractor default, provided that: a) County Counsel approval is obtained and b) DCFS notifies the Board and CEO, in writing, within 10 business days of such termination contract.
6. Delegate authority to the Director of DCFS, or designee, to negotiate and execute amendments to the CAPIT contracts for any mergers, acquisitions or changes in ownership; for any revisions required by changes in local, state, and federal regulations; or for necessary changes to meet the needs of the CAPIT program, provided that: a) County Counsel approval is obtained and b) DCFS notifies the Board and CEO, in writing, within 10 business days of executing of such amendments.
7. Delegate authority to the Director of DCFS, or designee, to execute amendments to contractors willing to perform work left from an agency that chooses to sunset or terminate their contract by increasing the maximum annual contract amount not to exceed 50 percent. Such increase is to be reallocated among the remaining contracts providing services in the same Service Planning Area (SPA) or a contiguous SPA for current and future extension periods, provided: a) funding is available, b) County Counsel approval is obtained prior to executing the amendments, and (c) DCFS notifies the Board and the CEO, in writing, within 10 business days of executing the amendments.

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

The CAPIT program is an integrated, comprehensive approach to strengthening families who are at risk of or already experiencing problems in family functioning, with the goal of assuring that children are maintained in a safe and nurturing environment. Services include, but are not limited to, counseling, parenting support, parenting education, referral assistance and case management services.

The purpose of the recommended action is to prevent and treat child abuse and neglect. The CAPIT program will provide a range of child abuse and neglect prevention,

intervention and treatment services to at risk families. This array of services is designed to strengthen family resilience and nurture the development of healthy behaviors, while assisting families in the development of their own Protective Factors: Parental resilience, Social Connections, Knowledge of parenting and child development, Concrete support in times of need, and Social and Emotional Competence of Children.

In addition, the recommended action will prevent a lapse in these services, as the current contracts will be terminated on January 31, 2026.

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

The recommended actions are consistent with the principles of the Countywide Strategic Plan North Stars: 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 community and contracting partners.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract amount is \$3,102,000, financed by 100 percent State funds. In addition, the contractors provide an in-kind match in an amount equal to, or more than, ten percent of the Maximum Annual Contract amount as required by Welfare and Institutions Code Section 18961(5).

Funding for the CAPIT contracts is included in the DCFS FY 2025-26 Recommended Budget.

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

The current CAPIT contracts were awarded effective July 1, 2020 through June 30, 2023, with two optional one-year extension periods through June 30, 2025, as adopted by the Board of Supervisors on June 16, 2020. On June 10, 2025, the Board of Supervisors approved the CAPIT contracts to be extended beyond the original contract term on an automatic month-to-month basis, effective July 1, 2025 through June 30, 2026, to complete the RFP solicitation process. This Board letter requests your approval of the recommended contracts resulting from the completed RFP solicitation.

On July 21, 2023, the California Department of Social Services granted DCFS authority to procure CAPIT services for a five-year contract term. One CAPIT contractor will provide services in each of the eight SPAs and two CAPIT contractors will provide services countywide for the Native Hawaiian/Asian Pacific Islander (NH/API) and American Indian/Alaskan Native (AI/AN) populations, as listed in Attachment B.

County Counsel and the CEO have reviewed this Board letter. County Counsel has approved the Contract (Attachment A) as to form.

### **CONTRACTING PROCESS**

On April 23, 2024, DCFS released the CAPIT RFP #23-0009 to solicit ten new contracts. The RFP was posted on the Internal Services Department Los Angeles County Solicitations website and the DCFS Contracts website. In addition, the contracting opportunity was advertised in eight local newspapers, covering all areas of Los Angeles County. There were no Solicitation Requirements Reviews received.

On May 23, 2024, DCFS held a Proposers' Conference. A total of 56 individuals representing 19 agencies attended the Proposers' Conference held via Webex. Five out of the eight agencies currently providing CAPIT services attended the conference. DCFS received a total of 36 electronic proposals from 20 different agencies by the deadline of July 17, 2024. Seven of the current CAPIT contractors submitted proposals.

Responsiveness Reviews were performed on all 36 proposals submitted. Two of the four agencies that submitted proposals for the American Indian/Native Alaskan and Asian Pacific Islander populations were disqualified. Failure of the Proposers to comply with the Minimum Mandatory Requirements eliminated their proposals from any further consideration. The Disqualification Notice and Transmittal to Request for a Disqualification Review was sent to both disqualified proposers on September 6, 2024. DCFS did not receive a Request for a Disqualification Review from either of the disqualified agencies.

On October 3, 2024, a CAPIT RFP Evaluator Orientation was held via Microsoft Teams. Subsequently, evaluators were assigned to a SPA to review and rate a range of three to six proposals based on the number of proposals submitted for their assigned SPA. All CAPIT proposals were evaluated in the following areas: Background and Experience, Approach, Quality Assurance, and Cost. Informed Averaging Meetings were held for each team to discuss the basis for scores given to each proposal.

Eight agencies were recommended for ten contract awards. On July 3, 2025, tentative selection and non-selection letters were sent to contractors. A total of 11 agencies, that submitted 18 non-selected proposals, requested a debriefing by the deadline. CAD completed all the Debriefing Meetings between the dates of July 24, 2025, and September 12, 2025. The non-selected proposers did not submit a Proposed Contractor Selection Review request.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the new contracts for CAPIT will allow the County to continue to help facilitate services to the target population of children and families residing in the County of




Los Angeles and will help maintain the array of services designed to strengthen family resilience, nurture the development of healthy behaviors, and improve child safety in the homes.

These contracts will not infringe on the role of the County in relationship to its residents and there is no change in risk exposure to the County.

### **CONCLUSION**

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

Respectfully submitted,



BRANDON T. NICHOLS  
Director

BTN:LEM:RT:KR  
LTI:AO:CK:tj

Enclosures

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

**ATTACHMENT A**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT  
(CAPIT) PROGRAM**

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- B** Price Sheet
- C** Line Item Budget and Budget Narrative
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution (Confidentiality Forms)

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Sample Contract

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)  
FOR  
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_, providing services in Service Planning Area (SPA) \_\_\_\_.

**RECITALS**

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

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501(c)(3) of the Internal Revenue Code, specializing in providing Child Abuse Prevention, Intervention, and Treatment Services; and

WHEREAS, County has determined that the services to be provided under this Contract are necessary to provide a range of child abuse and neglect prevention, intervention and treatment services to at risk families; and

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

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



# **1 APPLICABLE DOCUMENTS**

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

## **Standard Exhibits:**

Exhibit A	Statement of Work and Attachments
Exhibit B	Price Sheet
Exhibit C	Line Item Budget and Budget Narrative
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution (Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor-Controller's Handbook
Exhibit I	User Complaint Report (UCR)

## **Unique Exhibits:**

### **SB 1262 – Nonprofit Integrity Act of 2004**

Exhibit J	Charitable Contributions Certification
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### **Information Security and Privacy Requirements**

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

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 **Contract:** This Contract executed between County and Contractor. Included are all supplemental Contracts 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 Contract with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.1.6 **County Contract Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, foods, services and other work provided by the Contractor.
- 2.1.7 **County 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 Program Manager.
- 2.1.8 **County Program Manager:** Person designated by County's Program Director to manage the operations under this Contract.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **DCFS:** The County's Department of Children and Family Services
- 2.1.11 **Director:** The County's Director of Children and Family Services.

- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 2.1.13 Program:** The work to be performed by Contractor as defined in Exhibit A – Statement of Work
- 2.1.14 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.15 Subcontract:** A Contract by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 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 Contract.

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1** The initial term of this Contract will be **five (5) months**, commencing on February 1, 2026 or after execution by County's Board of Supervisors, and will expire on June 30, 2026, 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 **four (4)** additional one (1) year periods, from July 1, 2026 through June 30, 2030, and an additional optional seven (7) month term effective July 1, 2030, through January 1, 2031, for a maximum total Contract term of **five (5) years**. Each such extension option may be exercised at the sole discretion of the Director of DCFS or their designee as authorized by the Board of Supervisors.

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 the County will exercise a Contract term extension option.

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

- 4.4** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the Contract term, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum for this Contract is \$310,200.

### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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

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

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

### **5.5 Invoices and Payments**

- 5.5.1** 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. The Contractor's payments will be as provided in Exhibit B (Price Sheet) 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.

- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Price Sheet) and Exhibit C (Line Item Budget and Budget Narrative).
- 5.5.3** The Contractor's invoices must 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.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
510 S. Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attn: Accounting Services, Accounting Section

**5.5.6 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.

- 5.5.7** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) days after the last day of the month the services were rendered will constitute as "past due invoice." Past due invoices must be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which services were rendered. County may, in its sole discretion, pay some or small of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same timeframes will also apply to the submission of the Contractor's final invoice.

- 5.5.8** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.5.9** Payments 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 expressly authorized by this Contract.
- 5.5.10** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor-Controller.
- 5.5.11** 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, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments which exceeds the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceeds the Maximum Annual Contract Sum for said Contract year.
- 5.5.13** **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.
- 5.5.14** County and Contractor agree that this is a firm-fixed priced price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified

in Exhibit B – Price Sheet, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.

**5.5.15** Contractor must 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.

**5.5.16** Contractor's Budget is attached hereto and incorporated by reference here in as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a real location of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

**5.5.17** Contractor, without prior approval of County, may reallocate up to a maximum of 10 percent (10%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel, and indirect costs) of Contractor's approved budget. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

**5.5.18** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the Contract funds.

**5.5.19 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**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 a 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 Contractor 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 contract 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 Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Program Director**

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

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

### **6.3 County's Program Manager**

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

- 6.3.1** Ensuring that the objectives of this Contract are met;
- 6.3.2** Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- 6.3.3** Meeting with the Contractor's Program Manager on a regular basis;
- 6.3.4** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will



Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

**6.3.5** 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; and

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

#### **6.4 County's Contract Program Monitor**

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

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown. The Contractor must ensure that no interruption of services occur as a result of a change in personnel.

Contractor must not schedule or conduct any meetings or Negotiations under this Contract on behalf of the County or DCFS

### **7.2 Program Manager**

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

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

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

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

### **7.4 Contractor's Staff Identification**

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

## **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's and subcontractor'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 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 of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request 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.

**7.5.2** 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.

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

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

## **7.6 Confidentiality**

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

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by

County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Contract).
- 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 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 authorized access to Contractor's computer or computers (including those of any subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access to any 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.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an

amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director, or their designee.

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

**8.1.3** The DCFS Director or their 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director, or their designee.

**8.1.4** The DCFS Director, or their designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

- a) The Amendment must be in compliance with the applicable County, State and Federal regulations;
- b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
- c) The Amendment is for a decrease or an increase, of not more than ten percent (10%) correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any

claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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

#### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The Contractor will use the "User Complaint Report" – Exhibit I as part of their policy.

- 8.5.1.3** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.4** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.5** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.6** The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.7** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.8** Copies of all written responses must be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

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

in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.6.3** For Contracts over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60).

**8.6.4** Failure by Contractor to comply with such laws and regulations will be a material breach of this Contract and may result in termination of this Contract.

## **8.7 Compliance with Civil Rights Laws**

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

**8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

**8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

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

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

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

### **8.8.2 Written Employee Jury Service Policy**

- 8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2** For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract Contract and a copy of the Jury Service Program must be attached to the Contract.
- 8.8.2.3** If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for



an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified,

permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a Contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a

Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

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

**8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

**8.12.4.4** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after

debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County Contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

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

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

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings or Grounds**

**8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

## **8.17 Employment Eligibility Verification**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure

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

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

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

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

- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).
- 8.22.5** Contractor must cause each employee performance services covered by this Contract to sign and adhere to Exhibit F2, "Contractor's Employee Acknowledgment and Confidentiality Agreement."

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

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

### **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.



- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration Division, Section 2  
Attention: Tajia Joseph, Contract Analyst  
[ContractorInsurance@dcfs.lacounty.gov](mailto:ContractorInsurance@dcfs.lacounty.gov)  
[josepT@dcfs.lacounty.gov](mailto:josepT@dcfs.lacounty.gov)

- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could

result in the filing of a claim or lawsuit against Contractor and/or County.

**8.24.3 Additional Insured Status and Scope of Coverage**

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

**8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

**8.24.7 Contractor's Insurance Must Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

#### **8.24.15 County Review and Approval of Insurance Requirements**

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

### **8.25 Insurance Coverage**

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

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

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

#### **8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and

thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Sexual Misconduct Liability**

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

##### **8.25.4.2 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 \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Intentionally Omitted**

##### **8.25.4.5 Intentionally Omitted**

##### **8.25.4.6 Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will

not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

Coverage limits may be decreased only with the written approval of the DCFS Program Manager based upon the maximum number of sensitive records (e.g. Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Contract during each Contract year.

#### **8.25.4.7 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 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 DCFS Director, or their designee, determines that there are deficiencies in the performance of this Contract that the DCFS Director, or their designee, deems are correctable by the Contractor over a certain time span, the DCFS 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 DCFS Director, or their designee, may deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum. 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 will be agreed upon at such time and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be

deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.28.2** Contractor certifies to the County each of the following:

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

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

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

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

**8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors or proposers 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 (Nondiscrimination and Affirmative Action) when so requested by the County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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



### **8.31 Notice of Disputes**

The Contractor must bring to the attention of the County's 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 DCFS Director, or their 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 DCFS Director, or their designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in

response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 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 proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

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

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

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

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating

to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside 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 Intentionally Omitted**

**8.38.4** Contactor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.

**8.38.5** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.6** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this

Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

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

**8.40.2.2** A draft copy of the proposed subcontract; and

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

**8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

**8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

**8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Child Abuse Prevention, Intervention, and Treatment Program Manager  
510 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

**8.40.9** Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor will maintain a make available upon request of County Program Manager all the following documents:

**8.40.9.1** An executed Exhibit F3 – Contractor Non-Employee Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

**8.40.9.2** Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.

**8.40.9.3** The Tax Identification Number of the subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number must not be identical to the Contractor's Tax Identification Number.

**8.40.9.4** Contractor will provide County Program Manager with copies of all executed Subcontracts after County Program Manager's approval.

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

**8.40.11** Notwithstanding any other provision of this Contract, the parties do not intend that any person or entity will 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:

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

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

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

**8.43 Termination for Default**

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

**8.43.1.1** Contractor has materially breached this Contract; or

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

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

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

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.44 Termination for Improper Consideration**

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

**8.45 Termination for Insolvency**

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1** Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3** The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4** The execution by the Contractor of a general assignment for the benefit of creditors.



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

**8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

**8.47 Termination for Non-Appropriation of Funds**

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

**8.48 Validity**

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

**8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty Against Contingent Fees**

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

**8.50.2** For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price

or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**8.53 Time Off for Voting**

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

**8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

#### **8.55 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 Contracts as well as civil liability.

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

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

#### **8.59 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 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Ownership of Materials, Software and Copyright**

- 9.2.1** County must be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County must have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

**9.2.6** All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

**9.3 Intentionally Omitted**

**9.4 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](#))

**9.5 Data Destruction**

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

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

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

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

**9.6 Intentionally Omitted**

**9.7 Contractor Accounting and Financial Reporting**

**9.7.1** Contractor must establish and maintain an accounting system include internal controls and financial reporting, which must meet the minimum

requirements for Contract accounting as described in Exhibit H, Auditor-Controller Contract Accounting and Administration Handbook.

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

**9.8 Contractor Alert Reporting Database (CARD)**

The County maintains database 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.

**9.9 Child Abuse Prevention Reporting**

- 9.9.1** Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildabusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

- 9.9.2** Contractor must 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 must include:

- 9.9.2.1** 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.
- 9.9.2.2** The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 9.9.2.3** The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

**9.10 Conduct of Program**

Contractor must abide by all terms and conditions imposed and required by this Contract and must 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, report and evaluation requirements, will be a breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **9.11 Employee Benefits and Taxes**

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

**9.11.2** County will 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 his Contract or Contractor's performance hereunder.

## **9.12 Fixed Assets**

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

## **9.13 Former Foster Youth Consideration**

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

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
1933 S. Broadway, 6<sup>th</sup> Floor, Los Angeles, CA 90007  
[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

**9.13.1.1** The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent,

final date of acceptable for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

#### **9.14 Office Location**

**9.14.1** Contractor must ensure they have a physical location in the designated service SPA available to the client.

**9.14.1.1** Within thirty (60) days of Contract start date, Contractors must have their required service office location in place.

**9.14.2** The space must be able to facilitate counseling, case management, and Parent Education services. County Designee must approve and confirm the identified location.

**9.14.3** In addition to CAPIT services, the location should have comprehensive services such as classes other than parenting, communal groups, or family-friendly activities to provide the opportunity for socialization and engagement.

**9.14.4** County Designee must approve and confirm the identified location.

#### **9.15 Hours of Operation**

**9.15.1** Contractor must make CAPIT services available from 9:00 a.m. to 7:00 p.m. M-F and a minimum of four (4) hours on either Saturday or Sunday in the service area they are contracted to serve within 60 days from the Contract award.

**9.15.2** Contractor must obtain approval from the County Program Manager prior to any modification of service provider and/or services delivery site hours.

**9.15.3** Contractor must submit to the Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours operation.

**9.15.4** Contractor's Program Manager or County approved alternate must have full authority to act for Contractor on all matters related to the daily operation on this Contract, and must be available during County's regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to County inquiries and to discuss program areas.

**9.15.5** Contractor must not be required to work on the follow County holidays:

- New Year's Day (January 1)
- Martin Luther King Jr.'s Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Day (Last Monday in March)
- Memorial Day (Last Monday in May)



- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving Day)
- Christmas Day (December 25)

#### **9.16 Contract Negotiations**

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

#### **9.17 Contract Mandatory Orientation**

Contractor must attend a mandatory orientation that will be provided by County within thirty (30) days of the Contract start date.

#### **9.18 Intentionally Omitted**

#### **9.19 Shared Documents**

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

**9.19.2** Documents for record and retention purposes in accordance with Subsection 8.38.1 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

#### **9.20 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 of Contract is subject to audit exceptions, Contractor must pay to County the full amount of Contractor's liability for such audit exceptions, as determined by DCFS, upon demand by County.

#### **9.21 State Energy Conservation Plan**

Contractor must be in compliance with the mandatory standards and policies related to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

## **9.22 Social Enterprise (SE) Preference Program**

- 9.22.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.22.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.22.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.22.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor will:
  - 9.22.4.1** Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 9.22.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
  - 9.22.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **10 Survival**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

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

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Intentionally Omitted)

Paragraph 10 (Survival)

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

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 (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 on (CONTRACTOR) warrants under penalty of perjury that he or she is authorized to bind (CONTRACTOR) in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

XXXX

Name of Agency

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

Brandon T. Nichols, Director

Department of Children and Family Services

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

XXXX

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL

DAWYN R. HARRISON, COUNTY COUNSEL

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

David Beaudet, Senior Deputy County Counsel

Exhibit A: Child Abuse Prevention, Intervention and Treatment - CAPIT  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**S T A T E M E N T   O F   W O R K**

CHILD ABUSE, PREVENTION,  
INTERVENTION and TREATMENT (CAPIT)

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
**Child Abuse Prevention, Intervention and Treatment (CAPIT)**  
STATEMENT OF WORK

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Technical Exhibit 3: Expense Claim for Services Rendered to Serve the Deaf and Hard of Hearing

Technical Exhibit 4: DCFS Integrated Core Practice Model

Technical Exhibit 5: Protective Factors Survey, 2<sup>nd</sup> edition (PFS-2)

Technical Exhibit 6: Monthly Client Service Log

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Technical Exhibit 8: Contract Discrepancy Report

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT - CAPIT****SECTION A - 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 of Los Angeles' Vision is to enrich lives through effective and caring service, and empower people through knowledge and information. 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 Goals of: I) Prevention and II) Child Safety and Family Well-Being. 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.

**SECTION B – PROJECT FOUNDATION****1.0 PURPOSE**

Child Abuse Prevention, Intervention and Treatment (CAPIT) Program Services are mandated by California State Assembly Bill 1733 aimed at preventing and treating child abuse and neglect. The CAPIT program will provide a range of child abuse and neglect prevention, intervention and treatment services to at risk families. Services must consist of:

- 1) Intake and Assessment;
- 2) Individual, Family and Group Counseling;
- 3) Case Management (including linkage or referral for aftercare services); and
- 4) Parenting Education Services.

This array of services is designed to strengthen family resilience and nurture the development of healthy behaviors, while assisting families in the development of their own Protective Factors:

**The Protective Factors** are the foundation of the Strengthening Families approach. Extensive research supports the common-sense notion that when these Protective Factors are present and robust in a family, the likelihood of child abuse and neglect diminishes. Please see Strengthening Families Protective Factors Framework (Technical Exhibit 1) at the Center for the Study of Social Policy's Strengthening Families™ Approach (<https://www.cssp.org/>).



- 5) Parental resilience: Parents who are emotionally healthy are able to maintain a positive attitude, creatively solve problems and effectively rise to the challenges that emerge in every family's life.
- 6) Social connections: Everyone benefits from a strong network of extended family, friends, neighbors and others who provide healthy relationships, support and problem solving.
- 7) Knowledge of parenting and child development: Parents who understand the usual course of child development are more likely to be able to nurture their children's healthy development and less likely to be abusive or harmful to their children.
- 8) Concrete support in times of need: Families need to have basic needs (shelter, food, clothing, health care) met to ensure a child's healthy development.
- 9) Social and Emotional Competence of Children: A child's emerging ability to interact positively with others, self-regulate their behavior and effectively communicate their feelings has a positive impact on their relationships with their family, other adults and peers.

In DCFS Los Angeles County, an additional Protective Factor includes:

Nurturing and Attachment: How the caregiver bonds with, shows love to, and supports their child.

- 1) The Protective Factors should support and increase safety. Safety can be defined as acts of protection demonstrated over time that mitigate danger/harm. The safety should be able to be demonstrated by observable behavioral changes. The changes should be noted in the progress notes and case plans.
- 2) The protective capacities must be able to be deliberately and immediately mobilized. They must be identified "Acts of Protection" that are specific, concrete actions that can be monitored/supported to insure safety threats and worries are mitigated.
- 3) Protective capacities must be ACTIONS taken, which are immediate, specific and verifiable in order to mitigate specific safety threats and worries.

## SECTION C – SERVICE DESCRIPTION

### 2.0 SCOPE OF WORK

The goal of CAPIT services is to prevent child maltreatment before it occurs, mitigate risk factors associated with child abuse and neglect, provide intervention and treatment services to address the negative consequences and trauma of maltreatment, prevent re-maltreatment and re-entry into the public child welfare system and increase child safety in the home. CAPIT funding is intended to assist community-based agencies in augmenting service deliverables in the Strengthening Families' approach in the areas of Parental Resilience, Children's Social and Emotional Development and Knowledge of Parenting and Child Development. The success of CAPIT services can be determined by initial and subsequent family involvement with DCFS during and after service provision; as well as the level of said involvement with DCFS. These successes can be confirmed

by data comparison via the Child Welfare Services Case Management System (CWS/CMS).

One (1) CAPIT funded Contractor will be identified for each of the eight (8) Service Planning Areas (SPAs). Two (2) countywide funded agencies will provide services for the Native Hawaiian/Asian Pacific Islander (NH/API) and American Indian/Alaskan Native (AI/AN) populations. Contractor must ensure that all clients residing within their contracted area have adequate access to CAPIT services. CAPIT services must be geographically accessible to clients. There may be areas within a SPA with a high demand for services. Contractor AND County may work collaboratively to identify and assess factors that may contribute to a high need for services in a particular area. County reserves the right to determine high demand areas requiring increased CAPIT services.

2.1.1 The Contractor must demonstrate the existence of a ten (10) percent in-kind match that will support the goals of child abuse and neglect prevention, and intervention.

## **1.0 TARGET POPULATION**

In general, the target population for CAPIT Services is the children and families who are in need of services to prevent future child maltreatment and/or DCFS involvement including underserved cultural communities (i.e. women, LGBTQIA2S+ (Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, Two-Spirit,+), People of Color: African American, LatinX, Asian Pacific Islander, Native American, etc.).

CAPIT services target children and families residing in the County of Los Angeles in the following priority:

- 1) Families with open Department of Children and Family Services (DCFS) cases;
- 2) Families who are unable to receive Department of Mental Health services;
- 3) Families referred by community stakeholders such as schools, hospitals and law enforcement agencies, who are in need of services to prevent future child maltreatment; and
- 4) General population residing in Los Angeles County (including self-referred).

All contracted services need to culturally and linguistically match the target population receiving services including children and families that require services for the deaf and hard of hearing as indicated in Technical Exhibit 2, Deaf and Hard of Hearing Request for Services Form and Technical Exhibit 3, Expense Claim for Services Rendered to Serve the Deaf and Hard of Hearing. Additionally, there is a designated countywide CAPIT contract to meet the language and cultural needs of the Native Hawaiian/Asian Pacific Islander (NH/API) clients and a designated CAPIT contract to meet the cultural needs of the American Indian/Alaska Native (AI/AN) families.

## 1.0 SERVICES

### 1.1 INTAKE AND ASSESSMENT

Contractor will identify all children and families for Native Hawaiian/Asian Pacific Islander (NH/API) and American Indian/Alaskan Native (AI/AN) cultural and language needs. If the family has a NH/API cultural and/or language need that the Contractor cannot provide, the Contractor may refer the family to the countywide NH/API CAPIT Contractor or any other appropriate agency. If the family identifies as AI/AN, the Contractor will offer to refer the family, at family's request, to the countywide AI/AN CAPIT Contractor, or any other appropriate agency.

Contractor must include an assessment using the Strengthening Families Protective Factors Framework, (Center for the Study of Social Policy's Strengthening Families™ Approach) during intake. The contracted agency is responsible for developing an appropriate intake.

- 1) Intake will be completed in person, unless an alternative method is requested and approved by clinical supervisor and County Program Manager, and consists of collecting demographic and identifying information for all clients that will be used for statistical purposes, assessment of the program and fulfillment of the State Office of Child Abuse Prevention annual report. The data will include, but not be limited to, name, date of birth, and services received.
- 2) The intake process must include verification of Los Angeles County residency. Appropriate documentation for verifying Los Angeles County residency includes, but is not limited to, a copy of any paperwork (i.e. home bills, school reports) or identification card which has the family's address printed, or an affidavit created by the agency in which the family attests their current Los Angeles County address.
- 3) In the event the Contractor receives a referral from DCFS or a community stakeholder, the Contractor must attempt an initial telephonic contact within two (2) business days or receipt of referral.

The Contractor must make three (3) attempts within ten (10) business days to reach the referred individual/family, documenting all attempts. If the Contractor is unable to make contact with the referred, they are to contact the source of the referral via email or phone to obtain updated information to help reach the referred individual/family prior to closing the referral.

All efforts must be documented and the Contractor must maintain a log of all DCFS and community stakeholder referrals.

- 4) Contractor must engage the individual and/or family in the case planning process. Contractor must utilize the protective factors language to develop a Case Plan (consistent with Technical Exhibit 4, DCFS Integrated Core

Practice Model) which meets the unique needs for each child and family member. The intake assessment will guide the initial development of the case plan for the individual and/or family.

- 5) Contractor must ensure that the Case Plan includes, at a minimum, documentation of the following and must address the protective factor(s) which were assessed for strengthening needs:
  - 1) Identify basic needs;
  - 2) Identify therapeutic needs;
  - 3) Identify short and long term goals and objectives;
  - 4) Identify intervention strategies; and
  - 5) Include the date, name and signature of both the staff completing the Case Plan and the individual who is acknowledging with their signature they are in agreement with the Case Plan.
- 6) Contractor must update and reapprove the case plan quarterly (at minimum) after the initial case plan. The updated plan will include any changes from Section 4.1.5 in addition to the client's past progress as well as any new goals and intervention strategies. Concluding Case Plans must include an exit/termination plan. The service provider and client are to sign and date any updated or re-approved Case Plans.
- 7) In the event that the Contractor is at capacity for CAPIT services the Contractor must give families the option to be on a wait-list, or an attempt must be made to refer the individual or family for services at a community agency that is easily accessible geographically and is compatible with the individual's or family's schedule.
- 8) For families on a wait-list, the Contractor must contact the individual/family no less than once per week to provide an update on their position on the waitlist and/or linkage/referral to other needed/requested services within 30 calendar days.

## **5.0 CASE MANAGEMENT AND LINKAGE SERVICES**

- 5.1 Case Management is a collaborative process of assessment planning, facilitation, case coordination, evaluation, and advocacy for services to meet specific individual's and family's needs. Case Management serves to promote quality outcomes between clients and the care delivery system. Having procedures in place ensures quality, consistency and coordination of services.

Contractor's Case Management services must include, but are not limited to:

- 1) Continuing assessment of the individual's needs;
- 2) Developing a trusting relationship with the individual and/or family;
- 3) Addressing those needs through direct service provision;
- 4) Screening for and linkage to appropriate referrals;
- 5) Ensuring case plan objectives are met;

- 6) Monitoring of progress; and
- 7) Creating an exit plan.

5.1.1 Contractor must provide all clients with Case Management services.

5.1.2 Contractor must document all Case Management services on progress notes in the individual and/or family case records. Documentation of all services provided to the individual or family through CAPIT must include dates, duration of time, type of contact (face-to-face or telephonic), who participated in the session, description of what occurred during the session, and signature of the contract staff providing the service.

5.1.3 Contractor must develop a Referral and Linkage log for supplemental family/recreational services. Supplemental family/recreational services are family-friendly activities that support social connectedness and well-being such as classes, peer groups, leisure and craft activities, exercise classes, etc. Supplemental family/recreational services must be noted separately from case progress notes. Documentation must include the date of linkage and/or referral, type of linkage and/or referral, the agency to which the client was linked and/or referred, and documentation of follow-up to assure services were received by the client. Contractor must provide proof of the referral and linkages log upon request.

5.1.3.1 Contractor must have a network of linkages within the SPA where the Contractor is providing services.

5.1.4 As noted under Section 4.1.6, the Contractor must update or re-approve the Case Plan quarterly after the initial Case Plan. The updated or reapproved plan will include any changes in addition to the clients' progress and any new goals and intervention strategies. Concluding, Case Plans must include an exit/termination plan. The service provider and client are to sign and date any updated or re-approved Case Plans. Case Plans are fluid and may be revised as client needs change, but must be completed no less than quarterly.

5.1.5 Contractor must ask families to complete a County approved Protective Factors Survey (Technical Exhibit 5) near the beginning of services after establishing rapport, at six (6) month intervals and near termination of services as one of the ways to measure the effectiveness of services. Additionally, the Contractor must ask families to complete a Customer Satisfaction Survey. The Contractor must aggregate all the data in an annual performance data outcome report.

5.1.5.1 Contractor must electronically enter The Protective Factors Survey and Customer Satisfaction Survey information/data collected for the month into the link provided by the County within 30 calendar days. Contractor must inform County DESIGNEE the identified staff who will enter the information obtained from the Protective Factors Survey and Customer Satisfaction Survey into the survey link

## 6.0 COUNSELING SERVICES

- 6.1 Counseling services provide assistance and guidance in personal, social, educational and psychological challenges. The counseling service is a goal-based collaborative process provided by professionals to individuals, families, and groups involving a non-judgmental, supportive counselor who works with a client in telling their story, setting viable goals, and developing strategies and plans necessary to accomplish these goals.
- 6.1.1 All counseling and treatment services are provided face-to-face or at minimum in person every 5<sup>th</sup> visit, with client's request, clinician's recommendation and County Designee's approval. The agency must meet with the client in person to create the case plan and subsequent case plan updates.
- 6.2 Treatment services must be provided by Level 1 or Level 2 Professional Staff. Contractor must provide families with treatment in order to:
- 1) Address mental health issues;
  - 2) Address, assist, and provide treatment for intimate partner violence and/or anger management related issues;
  - 3) Address sexual abuse;
  - 4) Address child abuse and neglect.
  - 5) Address complex needs (*Complex needs are trauma needs (generational, institutional and personal trauma) and concrete needs (due to poverty), that can contribute to substance use, intimate partner violence and mental health issues that can contribute to the maltreatment of children.*)
- 6.3 Contractor must provide families with face-to-face counseling services to:
- 1) Help identify and gain insight in trauma related issues;
  - 2) Identify substance abuse issues and refer for treatment;
  - 3) Help raise self-awareness and understanding;
  - 4) Assist in development of insight.
  - 5) Help identify and assist in solving family problems;
  - 6) Help identify and assist in day to day functioning; and
  - 7) Help identify personal, vocational, and educational goals.
- 6.4 Crisis response may be provided via telephone by Contractor. Contractor must address individual and family related crisis, assess in a timely manner with the consultation of the clinical supervisor and respond accordingly.
- 6.5 Counseling services may be provided face-to-face in the office, off-site (e.g. schools), or in the home.
- 6.6 All counseling services are to be documented on progress notes in client files utilizing protective factors language to indicate objective, intervention, response and plan. Documentation of all services provided to the person through CAPIT must include dates, time spent, type of contact, who participated in the session, description of what occurred during the contact, and signature of the person

## **7.0 PARENTING EDUCATION SERVICES**

- 7.1 These services assist parents in acquiring skills and knowledge about the development of their children and their relationship with them. The service must assist parents in developing positive discipline techniques and understanding age appropriate child development skills and milestones. Additionally, parenting education must assist the parent in gaining insight into the relationship between their own childhood experiences to their current parenting challenges.

Services that support and enhance parenting skills through training in areas such as: 1) child development; 2) alternative discipline; 3) improve parent/child communication; 4) anger management; and 5) impulse control. Parenting Training services must use a parenting modality with a set curriculum that focuses on understanding children's needs, parenting goals, and practice Contractor must use the state and County approved Evidence Based Practice (EBPs), when directly providing Parenting Training Services/ Fatherhood Programs to case plan participants. At minimum, staff providing parenting training services/ fatherhood program, must be a credentialed instructor. Staff must have proof of training (Certificate of Completion) in the modality being used by the parenting and fatherhood instructor or agency. Contractor must ensure that staff providing parent training services/fatherhood program must have eight (8) hours of continuing education in parent education/child development/ childhood trauma annually. Contractor must provide a certificate to the participant upon successful completion of the program.

- 7.1.1 Contractor must provide a minimum of one parent education group annually.
- 7.1.2 Contractor's staff providing Parent Education must be Level 1 or Level 2 Professional staff trained and certified in the EBP approved curriculum. Contractor must have staff trained within 60 days from the contract start date.
- 7.1.3 The Contractor, at Contractor's expense, must provide staff providing Parenting Education services with appropriate training to teach the required curriculum.
- 7.1.4 The Contractor, at Contractor's expense, must purchase materials necessary for administering an EBP approved curriculum.
- 7.1.5 The Contractor must require regular attendance by each parent, and Contractor must evaluate the skills and knowledge gained by each parent. The parent's progress must be documented in case progress notes.
- 7.1.6 The Contractor must provide a monthly report of the participant's progress; and share this report with the DCFS Children's Social Worker (CSW).
- 7.1.7 Contractor must administer parenting groups at the agency or off-site to meet the needs of the community.

7.1.8 The Contractor must maintain a file for each group which will include promotional flyers advertising the group, sign-in sheets and copies of participant's certificates of completion and required EBP curriculum required supplemental documents.

7.1.9 The Contractor must aggregate all data from the participating parenting classes into the annual performance data outcome report.

## **8.0 SAFELY SURRENDERED BABY LAW AND SAFE SLEEP CAMPAIGN**

8.1 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 and display brochures in a prominent position at the Contractor's place of business. The Contractor will encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information on how to receive the poster can be found at [www.babysafela.org](http://www.babysafela.org).

8.1.1 The Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

8.1.2 The Contractor must provide education and information about the Safely Surrendered Baby Law to all individuals and families receiving CAPIT services. This service must be documented in the case file.

8.2 The Contractor acknowledges that the County places a high priority on the implementation of the Safe Sleep Campaign. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safe Sleep" poster and display brochures in a prominent position at the Contractor's place of business. The Contractor will encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information on how to receive the poster can be found at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.2.1 The Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safe Sleep Campaign and its implementation in Los Angeles County.

8.2.2 The Contractor must provide education and information about the Safe Sleep Campaign to all individuals and families receiving CAPIT services. Additionally, all CAPIT individuals and families must be counseled and acknowledge the receipt of the Safe Sleep



Campaign information. This service must be documented in the case file.

## 9.0 SUBCONTRACTING

The Contractor must not subcontract the requirements of this contract with the exception of the two county-wide contracts for NH/API and AI/AN. The NH/API and AI/AN Contractor's may only subcontract with the advance approval of the County. Please refer to section 8.40 of the contract for further details on subcontracting.

## 10.0 CONTRACTOR'S STAFFING

Contractor must be responsible for securing and maintaining staff who meet minimum qualifications and possess sufficient experience and essential expertise to provide services required in this SOW. All staff must be able to document case plans, assessments, updates, notes, and summaries in English.

10.1 Contractor's CAPIT staff must consist of the following:

10.1.1 **Level 1 Professional Staff:** May provide any of the following CAPIT services: intake and assessment, individual, family and group treatment and counseling, case management, and parenting education.

The Contractor's Level 1 Professional staff must be registered with the Board of Behavioral Sciences as an Associate or licensed as an LMFT, LCSW, LPCC or Licensed Psychologist.

10.1.2 **Level 2 Professional Staff:** May provide any of the following CAPIT services: intake and assessment, individual, family and group counseling, case management, and parenting education.

The Contractor's Level 2 Professional staff at minimum must possess at least one of the following: MSW, MFT, MS or MA in Counseling or Psychology, Certified Drug Counselor plus four years applicable work experience in the field at a community based agency, BA or BS in Counseling or Psychology plus four years applicable work experience in the field, BSW plus four years applicable work experience in the field.

10.1.2.1 Volunteers who meet the qualification for Level 1 or Level 2 staff may provide services. However, their service hours are not eligible for reimbursement. Their hours may be utilized to meet the in-kind requirement.

10.1.2.2 Master's Level Interns, who are currently completing their Master's educational requirements in the human service field, at an accredited university, can be utilized by agencies to provide counseling sessions.

10.1.2.3 Master Level Interns must receive weekly clinical supervision

by a licensed individual in accordance with the Board of Behavioral Sciences. Additionally, weekly supervision notes regarding topics covered and supervision provided must be maintained on a weekly basis and will be intermittently reviewed by DCFS program monitors to promote quality supervision.

**10.1.3 Program Manager:** Contractor's Program Manager must be responsible for Contractor's day-to-day activities as related to this Contract and must coordinate with County Program Manager on a regular basis.

10.1.3.1 The Contractor's Program Manager cannot hold the title of Executive Director, Chief Financial Officer, Chief Executive Officer or Chief Information Officer.

10.1.3.2 The Contractor's Program Manager at minimum must possess one of the following degrees MSW, MFT, MS or MA in Counseling or Psychology plus two years' work experience.

10.1.3.3 The Contractor's Program Manager must be available from 9 am -6 pm M – F to respond to County inquiries and must have full authority to act for Contractor on all matters relating to the daily operation of this contract.

10.1.3.4 Contractor's Program Manager must attend all meetings as required by the County Program Manager.

**10.1.4 Clinical Director:** Contractor's Clinical Director must be responsible for managing the clinical supervision of service providing CAPIT staff.

10.1.4.1 The Contractor's Clinical Director at minimum must possess one of the following: LCSW, LMFT, LPCC or Licensed Psychologist and two years' relevant supervisory work experience.

10.1.4.2 Contractor's Clinical Director must ensure all licensed staff providing clinical services are provided with a minimum of one hour of weekly case consultation with an LCSW, LMFT, LPCC, or Licensed Psychologist. Consultation may be held individually or as a group.

10.1.4.3 Contractor's Clinical Director must ensure non-licensed staff receive, at minimum, one hour of case supervision with an LCSW, LMFT, LPCC or Licensed Psychologist on a weekly basis.

10.1.4.4 Contractor's Clinical Director must maintain copies of sign-in logs, agendas and any other supervision and or consultation materials which must be made available to the County Program Manager upon request. Contractor's Clinical Director must ensure supervision logs are signed by the staff receiving supervision and the professional providing the consultation and/ or supervision.

The logs must include information on items/topics discussed in the supervision.

10.1.4.5 Contractor's Clinical Director must randomly identify 12 families annually to contact quarterly throughout the duration of their services with the agency. These quality assurance contacts with the client may be face-to-face or over the phone. These contacts must be documented as part of the case plan update. The contacts must include but not limited to assessing the family's comfort in communicating with their service provider, the family's perception of the quality of services they are receiving, the family's overall interaction and accessibility to staff and services, and the family's advancement in the progress towards meeting their goals and objectives.

10.2 Contractor must ensure all staff providing program services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community served.

10.2.1 Contractor's Clinical Director or Program Manager must ensure that all direct service staff providing CAPIT services receive regular, ongoing training.

Training must consist of a minimum of 24 hours to include, but not limited to: 1) identifying child safety issues (including intimate partner violence, substance use and mental health issues); 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect (including trauma-informed care); 4) learning methods of identifying and building family strengths; 5) helping parents build on their own skills and confidence; 6) promoting positive parent-child and family interaction; 7) learning record keeping procedures, documentation and accurate completion of forms and surveys; 8) linking families to community services and resources; 9) DCFS Integrated Core Practice Model; 10) Protective Factor Framework; 11) working with diverse populations (including LGBTQIA2S+, minority populations, disabled, etc.); 12) implicit bias; and 13) the state approved Evidence Based Practice parent education curriculum. The County reserves the right to request training records. If Contractor is providing Intimate Partner Violence, Mental Health, an/or Parent Education services directly to case plan participants, Contractors must use state and county approved EBP(s) from the approved list.

10.2.2 The Contractor's Clinical Director or Program Manager must maintain copies of training certificates, in-service training sign-in sheets and training agendas which must be made available to the County Program Manager upon request.

10.2.3 The Contractor's staff must complete a minimum 24 hours of training annually.

10.2.4 The Contractor's licensed staff must provide proof of training as required by their licensing body.

10.3 Contractor's personnel files for all staff must include at minimum:

10.3.1 Copies of all application materials, including resumes, verification of educational degrees, professional licenses, work experience, employment eligibility verification, confidentiality and child abuse reporting agreements, and most recent criminal background clearances.

10.4 Contractor must ensure there is a sufficient number of bilingual staff to meet the language needs of the community served. Any bilingual staff must be able to document case plans, assessments, updates, notes, summaries in English.

10.5 Contractor must provide the County Program Manager a roster of all staff at the beginning of each Contract term. The Contractor must notify the County Program Manager of any staff changes within five (5) business days, including the new staff's name, title, and qualifications. Contractor must ensure that no interruption of services occur as a result of the change in personnel.

## 11.0 OFFICE LOCATION AND HOURS OF OPERATION

11.1 CAPIT services must be available from 9:00 a.m. to 7:00 p.m. M-F and a minimum of four (4) hours on either Saturday or Sunday in the service area they are contracted to serve within 60 days from the contract start date.

11.2 Contractor must ensure they have a physical location in the designated service SPA available to the client that is able to facilitate counseling, case management, and Parent Education services.

11.2.1 In addition to CAPIT services, the location should have other comprehensive services such as classes other than parenting, communal groups, or family-friendly activities to provide the opportunity for socialization and engagement.

11.2.2 County Designee must approve and confirm the identified location.

## 12.0 INVOICES, REPORTS AND RECORD KEEPING

12.1 Contractor must invoice fifty percent (50%) of their annual funds by the eighth month of the annual contract (or the County may exercise its authority to redistribute up to 10% of the Contractor's funding to another CAPIT Contractor who has utilized fifty percent (50%) of their annual funding by the seventh month of the annual contract) for that contract period.

12.1.1 Contractor must invoice via the Child Abuse Prevention Payment System (CAPPAY) by the 15<sup>th</sup> calendar day of the month following the report month. From the CAPPAY system, the Contractor will generate a monthly invoice statement and Monthly Client Service logs (Technical Exhibit 6). A printed copy with original signatures on the Monthly invoice (Technical Exhibit 7) and Monthly Client Service logs (Technical Exhibit 6) must be mailed to the Finance Section and a copy must be mailed to the County Program Manager.

12.1.2 Contractor must bill on the quarter of an hour and based on the

classification of the staff providing services (Level 1 or Level 2 Professional). All services billed, must be documented in individual/family case files and/or parenting group file. All activities that are invoiced (using Technical Exhibit 7, Monthly Invoice) must be signed by the service provider.

12.1.3 Parenting Education, counseling and support groups are billed for the length of time of the actual group, not the number of participants, and one additional hour if necessary, for preparation. Progress notes extensively documenting individual client progress or concerns in groups are billable at one-quarter of an hour (.25/hours) under Case Management Services.

12.1.4 Contractor may bill a maximum of two no-shows or cancellations per client, per year, billable at one-quarter of an hour (.25/hours). The no-show or cancellation must be documented in the client file.

12.1.5 The invoice must reflect that the Level 1 staff must bill for a minimum of 50% of the service units. Level 2 staff cannot bill greater than 50% of the service units which includes Master Level Interns. Master Level Interns cannot bill greater than 25% of Level 2 service units.

12.1.5.1 Master Level Interns can be utilized under the weekly clinical supervision of licensed staff and cannot bill greater than 25% of the service units. Community Based Support Division Program Manager can modify the percentages based on identified needs of families.

12.1.6 The CAPIT Program is in the process of finalizing an electronic platform called the Family Assessment Form (FAF) data based system, to enhance documentation and the ability to capture needed data. CONTRACTORS will be required to utilize FAF upon development and implementation of the data system.

## 12.2 ANNUAL REPORT

Contractor must provide the County Program Manager with an annual report, on the date determined by the County Program Manager, which will include information required for the annual State Office of Child Abuse Prevention (OCAP) report. The annual report must also include, but not be limited to:

- 1) A summary of the Contractor's program goals and activities;
- 2) A summary of the Contractor's accomplishments and challenges;
- 3) A summary of the Contractor's data including but not limited to, units billed for various services, and general demographics on the individuals and families served; and
- 4) Contractor's program service findings, Strengthening Families: Protective Factor outcomes and Parent Education outcomes.

A hard copy of the annual report with the Executive Director's signature must be mailed by the designated due date as requested by the County Program Manager.

12.3 The Contractor must provide the County with an annual report on each of their Subcontractors that must include but not be limited to:

- 1) A summary of the Subcontractor's program goals and activities;
- 2) A summary of the Subcontractor's accomplishments and challenges;
- 3) A summary of the Subcontractor's data including but not limited to, units billed for various services, and general demographics on the individuals and families served; and
- 4) Subcontractors program service findings, Strengthening Families: Protective Factor outcomes and Parent Education outcomes.
- 5) The Contractor must monitor to ensure all sub-contractors adhere to the same program and service standards outlined in this SOW.

12.4 The County reserves the right to request additional records and data (including but not limited to Protective Factors Survey data, internal agency data collection, and consultant data collection), and reports as needed.

### **13.0 QUALITY ASSURANCE PLAN**

The Contractor must establish and maintain a Quality Assurance Plan (QAP) to guarantee the requirements of the contract are met.

13.1 Contractor must submit a draft of its QAP for evaluation to demonstrate how all of the requirements of the Contract will be met. A finalized copy of the plan must be provided to the County Program Manager within thirty (30) days of the contract start date and as changes occur.

13.2 The original QAP and any revisions thereto must include, but not be limited to, the following:

13.2.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work, Performance Outcome Measures. Contractor must include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

13.2.2 Methods for insuring uninterrupted service to DCFS in the event of a strike (or any other possible disruption in service which may include medical leaves and vacations) by Contractor's employees or any other potential disruption in service.

13.2.3 Methods for ensuring that Strengthening Families Protective Factor surveys, needs assessments, individualized service plans and case essential documentation are completed as required.

13.2.4 Methods for ensuring that families are engaged and participate in the development and/or selection of services and supports selected for

implementation as part of the CAPIT contract.

13.2.5 Methods for ensuring that all services and supports are accessible and welcoming to families.

13.3 Contractor must not utilize any employee or Subcontracted Network Partner, whose work has been deemed deficient and unacceptable by the County. All subcontracts are subject to approval by the County Program Manager.

13.3.1 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

13.4 The QAP will be reviewed annually by Contractor and County Program Manager and revised, if needed.

#### **14.0 QUALITY ASSURANCE MONITORING**

The County Program Manager, or other personnel authorized by the County, will monitor and evaluate Contractor's performance under this contract using the quality assurance procedures specified in this Statement of Work, Performance Outcome Measures.

14.1 Contractor will be subject to a program review by the County, at a minimum of once per year, for the period of the contract. Contractor must make available to the County, upon request, the following records for review:

14.1.1 Client Case Records;

14.1.1.1 All documents pertaining to client intake, progress, and termination must be documented in English.

14.1.2 Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.

14.1.3 If Contractor's performance requirements are not met, the County Program Manager may call Contractor, and/ or send Contractor a User Complaint Report (UCR), Exhibit I of the sample contract. Contractor must respond to a call within one hour and respond to a UCR within 24 hours of receipt. All performance requirement issues will be reported to the County Program Manager.

14.1.4 Contractor must submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, thirty (30) calendar days of the receipt of the Technical Review Findings.

#### **14.2 CONTRACT DISCREPANCY REPORT (Technical Exhibit 8)**

14.2.1 Verbal notification of a Contract discrepancy will be made to the Contract

Program Manager as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

14.2.2 The County Contract Program Manager will determine whether a formal Contract Discrepancy Report (CDR) must be issued. Upon receipt of this document, the Contractor must respond in writing to the County Contract Program Manager within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County Contract Program Manager within five (5) workdays.

#### 14.3 COUNTY OBSERVATIONS

14.3.1 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 14.4 MEETINGS

Contractor's Program Manager must attend all meetings as required by the County Program Manager. Meetings to be scheduled by County at minimum quarterly or more frequently as needed/determined by County Program Manager.

### 15.0 GREEN INITIATIVE PLAN

15.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

### 16.0 TRANSFER OF RECORDS

At the start of a new contract, Contractor must accept transitioned cases from the prior contractors. The new Contractor must submit a plan of coverage to the County Program Manager for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from the prior contractor. The plan of coverage must include:

- 1) Telephone contact with the family within three weeks of the 30-day transition period
- 2) A face-to-face contact with the family within five business days from the telephone contact
- 3) An initial case plan for the family within 30 days of the initial face-to-face with the family.

Prior to contract termination or non-renewal of contract, Contractor must, at no additional cost to the County, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. Contractor must keep copies of all transferred cases for their own records. The transitional plan must be made in consultation with the County Program Manager at least one month in advance of the



contract termination or as soon as possible in the event of a non-renewal.

## **16.0 EVALUATION**

Contractor must actively participate in annual performance reviews to assess achievement of performance measures. Contractor must collect and share client identifying information such as name, date of birth, and any assigned agency identification numbers.

Contractor must actively participate in evaluation activities. Said evaluations on activities include, but are not limited to, collection and sharing of data on:

- 1) Program Implementation;
- 2) Participant Characteristics; and
- 3) Participant Outcomes.

## **SECTION D - PERFORMANCE OUTCOME MEASURES**

Contractor must adhere to the measures established in Section D of this Statement of Work.

**SECTION D – LONG TERM  
PERFORMANCE OUTCOME MEASURES**  
Child Abuse Prevention, Intervention, and Treatment (CAPIT)

OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS
1. Contractor shall assess referred clients for the services requested on the CAPIT referral and document reasons if requested services are not offered to the clients. (SOW, Sec 4.0)	1. 100% adherence to County requirements as stated in this contract.	1. Case documents/ Monthly Reports as requested by CPM.  On-Site Technical Reviews by Program Monitors.
2. Contractor shall provide Case Management services to all CAPIT clients. (SOW, Sec 5.0)	2. 100% adherence to County requirements as stated in this contract.	2. Case documents/ Monthly Reports as requested by CPM.  On-Site Technical Reviews by Program Monitors.
3. Contractor shall offer at least one parent education group, unless approved otherwise by the Program Manager. (SOW, Sec 7.1.1)	3. 100% adherence to County requirements as stated in this contract.	3. Case documents/ Monthly Reports as requested by CPM.  On-Site Technical Reviews by Program Monitors.
4. Contractor shall provide counseling services, using either Level 1 or Level 2 staff under the supervision of a licensed clinician. (SOW, Sections 6.0; 10.1)	4. 100% adherence to County requirements as stated in this contract.	4. Case documents/ Monthly Reports as requested by CPM.  On-Site Technical Reviews by Program Monitors.
5. CAPIT services shall facilitate the development and strengthening of protective factors; consistent with the DCFS Integrated Core Practice Model and the Protective Factors Framework. (SOW, Sec 1.0, 4.1.4)	5. 100% adherence to County requirements as stated in this contract.	5. Pre and post-Protective Factors Survey.  Case documents/ Monthly Reports as requested by CPM.  On-Site Technical Reviews by Program Monitors.

<p>6. Of the families that received and/or completed CAPIT services, the percentage who were stabilized or made progress towards increasing protective factors.</p>	<p>6. Shall meet the minimum of 70%.</p>	<p>6. Pre and post-Protective Factors Survey.</p> <p>Client Satisfaction Survey.</p> <p>Case documents/ Monthly Reports as requested by CPM.</p> <p>On-Site Technical Reviews by Program Monitors.</p>
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**LIST OF TECHNICAL EXHIBITS for STATEMENT OF WORK**  
Child Abuse Prevention, Intervention and Treatment (CAPIT)

Technical Exhibit 1	Strengthening Families Protective Factors Framework Logic Model
Technical Exhibit 2	Deaf and Hard of Hearing Request for Services Form
Technical Exhibit 3	Expense Claim for Services Rendered to Serve the Deaf and Hard of Hearing
Technical Exhibit 4	DCFS Integrated Core Practice Model
Technical Exhibit 5	Protective Factors Survey, 2 <sup>nd</sup> edition (PFS-2)
Technical Exhibit 6	Monthly Client Service Log
Technical Exhibit 7	Monthly Invoice
Technical Exhibit 8	Contract Discrepancy Report



## Protective Factors Framework

Protective factors are characteristics or strengths of individuals, families, communities or societies that act to mitigate risks and promote positive well-being and healthy development. Most often, they are seen as attributes that help families successfully navigate difficult situations. A protective factors framework is an organized set of strengths-based ideas used to guide programs, services, supports and interventions aimed at preventing child maltreatment and promoting healthy outcomes. The Strengthening Families Protective Factors Framework from the Center for the Study of Social Policy ([www.strengtheningfamilies.net](http://www.strengtheningfamilies.net)) distills extensive research in child and family development into a core set of protective factors that everyone can understand and recognize in their own lives. Los Angeles County has adopted a definition of Safety and the use of Six Protective Factors as a framework for practice. For more information pertaining to the Six Protective Factors Framework visit [https://www.childwelfare.gov/pubPDFs/guide\\_2021.pdf](https://www.childwelfare.gov/pubPDFs/guide_2021.pdf)

### **Safety = Acts of Protection Demonstrated Over Time that Mitigate Danger/ Harm**

#### **SIX PROTECTIVE FACTORS**

##### **Nurturing and Attachment**

*Assess how the parent/partner shows affection, attunement, love and support for the child. Can you see instances of shared happiness? How do caregivers understand and empathize with child's experience? Closely observe interactions between all adults and the children in the home.*

##### **Social Connections**

*Identify family/friends and community/spiritual supports. Who knows about the safety worries? How can they help? Assess parent's readiness to accept help from others. Utilize a Child and Family Team as a Safety Network.*

##### **Parental Resilience**

*Assess the family's strength's and stressors with focus on how parent copes with challenges. Assess how unresolved trauma, mental health concerns, partner violence and/or substance use impacts the parent's ability to safely care for their child.*

##### **Knowledge of Child Development**

*Assess what a parent knows about what their child's need to learn and grow. Are expectations appropriate for their age/capacity? What is the parent's understanding of how their behaviors may be impacting their child?*

##### **Concrete Supports in Times of Need**

*Assess a parent's ability to tap into their community resources and access services/supports to meet the family's basic needs (finances, food, job, etc.). Any worries about family separations impacting housing stability?*

##### **Social and Emotional Competence of Children**

*Assess the strengths and vulnerabilities of children regarding communication, eating, sleeping, making friends, and school functioning. Pay special attention to those under age 5/special needs/drug exposed/SOGIE. Obtain other perspectives (relatives, teachers, collaterals, etc.).*

## Technical Exhibit 2

### DEAF AND HARD OF HEARING REQUEST FOR SERVICES FORM

Agency Name	Contract Number	Date of Request
Agency Address		Proposed Service Period

Client Name	Proposed Vendor/Payee	Proposed Service/Reason for Request	Proposed Amount

\_\_\_\_\_  
*Agency Representative Name (Print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Exec. Director / Project Manager (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### APPROVAL:

\_\_\_\_\_  
DCFS Program Administration  
Name and Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Technical Exhibit 3

### EXPENSE CLAIM FOR SERVICES RENDERED TO SERVE THE DEAF AND HARD OF HEARING

<b>Agency Name</b>
<b>Agency Address</b>

<b>Date of Claim</b>
<b>Claim Period</b>

Date	Client Name	Client ID Number	Vendor/Payee	Check Number	Amount	
				<b>TOTAL CLAIMED</b>		

☐ Original Receipts / Invoices are attached.

☐ Please mail check.

☐ Please call when check is available so we can pick it up.

\_\_\_\_\_  
**Cashier's Name (Print)**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Exec. Director / Project Manager (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### APPROVAL:

\_\_\_\_\_  
DCFS Program Administration  
Name and Title (Print)

\_\_\_\_\_  
Signature

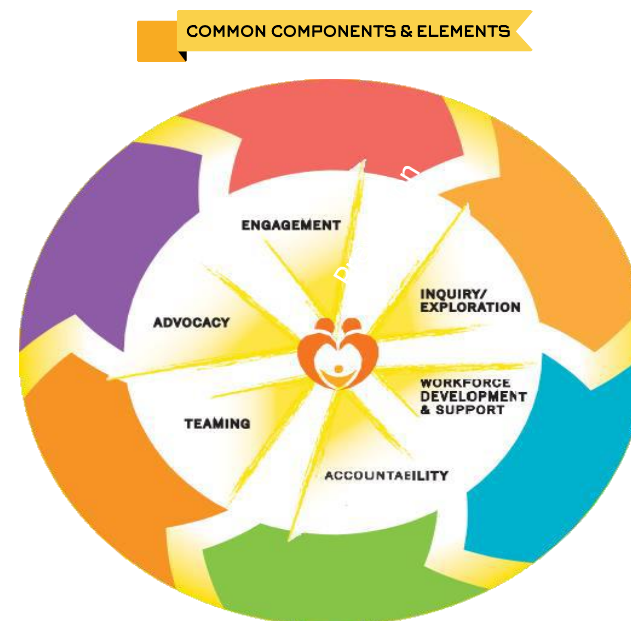
\_\_\_\_\_  
Date

## INTEGRATED CORE PRACTICE MODEL

### CASEWORK COMPONENTS – WHAT WE DO

The model has six key practice components. The practice components are the basic activities of collaborative work with children, youth, and families involved with child welfare. They are:

- **PREVENTION** – Child welfare prevention efforts focus on reducing risk factors and strengthening or increasing protective factors in families through a variety of programs and initiatives including differential response and home visiting.
- **ENGAGEMENT** – Family engagement is a family-centered and strengths-based approach to partnering with families in making decisions, setting goals, and achieving desired outcomes. It is founded on the principle of respect—communicating openly and honestly with families in a way that supports disclosure of preferences, family dynamics and culture, and individual experiences, so that the individual needs of every family and child can be met.
- **ASSESSMENT** – Assessment is a continuous process of discovery with families that leads to better understanding of the events and behaviors that brought the children and families into services, helps families identify the underlying needs that affect the safety, permanency, and well-being of the family, children, and youth.
- **PLANNING AND SERVICE DELIVERY** – Service planning involves working with the family and their team to create and tailor plans to build on the strengths and protective capacities of the youth and family members, in order to meet the individual needs for each child and family.
- **MONITORING AND ADAPTING** – Monitoring and adapting are part of the practice of continually monitoring and evaluating the effectiveness of the plan while assessing current circumstances and resources. It is the part of the planning cycle where the plan is reworked as needed.
- **TRANSITION** – Transition is the process of moving from formal supports and services to informal supports, when intervention by the formal systems is no longer needed.



*The programs and practices that have informed the development of the Casework Components and Practice Elements have had extensive community and tribal participation in their development and/or implementation at local and statewide levels.*

- The elements that are included in the Practice Model are reflective of the elements that have been developed and supported by both state and local partners.
- Key programs include: Katie A., California Partners for Permanency, Safety Organized Practice, Family to Family, among others.
- County, community, and tribal members have participated in the development or implementation of these practices, or both.



## Protective Factors Survey, 2nd Edition (PFS-2)

### Retrospective (Program Information)

*This form is for staff use only and should be completed by a staff member who is familiar with the program participant. Please remove this form prior to giving the survey to the participant to complete.*

Agency Name: \_\_\_\_\_ Participant ID # \_\_\_\_\_

Date Survey Completed: \_\_\_\_\_ Program Start Date: \_\_\_\_\_ Program Completion Date: \_\_\_\_\_

Please select the activity participated in below (select all that apply):

- A. Counseling
- B. Parent Education
- C. Case Management

**1. How was the survey completed? (Select one)**

- A. In a face-to-face interview
- B. By the participant with assistance available from program staff to explain items as needed
- C. By the participant without program staff present

**2. How was the client referred? (select one)**

- A. Self-Referred
- B. Child Protective Services/DCFS
- C. Court
- D. Community Program
- E. Other

**3. Has the participant been reported to Child Protective Services?**

- A. Yes
- B. No
- C. Not Sure

**4. If yes, when?**

- A. Before starting the program
- B. During the program
- C. After completing the program

**5. If yes, was the report substantiated?**

- A. Yes
- B. No
- C. Not Sure

## 6. History of Domestic Violence/IPV

- A. No known history
- B. DV Investigation
- C. Previous DV of serious nature
- D. Prior court action
- E. Partner currently in treatment for DV

## 7. Substance Abuse

- A. Currently has substance abuse issues
- B. Formerly had substance abuse issues
- C. No history of substance abuse issues

**8. Does any caregiver in the home have a history or incarceration? Check all that apply**

- A. Mother
- B. Father
- C. Stepmother
- D. Stepfather
- E. Grandparent
- F. Relative caretaker
- G. Parent's Partner
- H. Other Person
- I. No caregiver has a known history

**9. Is the participant currently receiving services from any of the following? (Please check all that apply)**

- A. Employment Development Department (Unemployment, Disability)
- B. Department of Children and Family Services
- C. Department of Mental Health
- D. Department of Public Social Services
- E. Department of Public Health
- F. Housing Authority (Housing Authority of the City of Los Angeles, Housing Authority of the County of Los Angeles)
- G. Juvenile Justice
- H. Probation
- I. Regional Center
- J. Social Security Administration
- K. None of the above
- L. Decline to answer

**10. This PFS-2R is being administered at:**

- A. Initial survey  
B. Follow-up survey  
C. The final termination survey at end of CAPIT services



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*Please remove this form prior to giving the survey to the participant to complete.*



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# Encuesta de Factores de Protectores (SPFS-2)

## Retrospectiva

Nombre de la agencia \_\_\_\_\_

ID del participante \_\_\_\_\_

Fecha en que fue completada la encuesta: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Sus respuestas a esta encuesta son confidenciales. Si necesita usted ayuda en llenar la encuesta, pida a un miembro de la agencia. Favor de pensar en cuándo empezó el programa. Para cada pregunta, marque la primera línea basado en cómo se sentía usted o qué le pasó ANTES de comenzar el programa. En la segunda línea, responda basado en cómo se siente o qué le pasa AHORA (hoy en día).**

		A. Para nada parecido a mi vida	B. No muy parecido a mi vida	C. Algo parecido a mi vida	D. Bastante parecido a mi vida	E. Igual a mi vida
1. El futuro parece bueno para` nuestra familia.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. En mi familia nos tomamos tiempo para escucharnos unos a otros.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Hay cosas que hacemos como familia que son especiales solo para nosotros.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Mi hijo se porta mal solo para molestarme.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Siento que siempre les digo a mis hijos "no" o "basta".	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Tengo luchas de poder frecuentes con mis hijos.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. La manera como le contesto a mi hijo depende de cómo me siento.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Tengo gente que cree en mí.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Tengo alguien en mi vida que me da consejos, incluso cuando son duros de escuchar.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Cuando estoy intentando esforzarme para alcanzar un objetivo, tengo amigos que me apoyarán.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Cuando necesito que alguien cuide a mis hijos con poco antelación, encuentro a alguien en quien confiar.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



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12. Tengo gente en la que confío para pedirle consejos sobre (marque todas las opciones que correspondan):

**Antes:** **Ahora:**

- |                          |   |
|--------------------------|---|
| <input type="radio"/> A. | <input type="radio"/> A. Dinero / Facturas / Presupuesto    |
| <input type="radio"/> B. | <input type="radio"/> B. Relaciones y/o mi vida amorosa     |
| <input type="radio"/> C. | <input type="radio"/> C. Comida / Nutrición                 |
| <input type="radio"/> D. | <input type="radio"/> D. Estrés, ansiedad y/o depresión     |
| <input type="radio"/> E. | <input type="radio"/> E. Paternidad / Mis hijos             |
| <input type="radio"/> F. | <input type="radio"/> F. Ninguna de las opciones anteriores |

**Las siguientes preguntas son acerca de sus experiencias hasta ahora en este programa u organización. Sus respuestas a estas preguntas pueden ayudar al personal a mejorar los servicios para usted y otros como usted, por lo que es importante que responda honestamente. Para cada uno de los siguientes elementos, marque la primera fila en función de cómo se sintió o lo que experimentó ANTES de iniciar el programa. En la segunda fila, responda en función de cómo se sienta o de lo que experimenta AHORA.**

		A. Totalmente de acuerdo	B. De acuerdo	C. Ni de acuerdo ni en desacuerdo	D. En desacuerdo	E. Totalmente en desacuerdo
13. Siento que el personal aquí me entiende.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Nadie del personal parece creer que puedo cambiar.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Cuando hablo con el personal sobre mis problemas, simplemente no parecen entender.	Antes:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Ahora:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Por favor continúe respondiendo las preguntas de la página siguiente.**



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**A veces es difícil para las familias pagar todo lo que necesitan. Para cada uno de los siguientes, marque todo lo que corresponda.**

16. El mes pasado, no pude pagar (marque todas las opciones que correspondan):

- ☐ A. Renta o hipoteca
- ☐ B. Servicios públicos o facturas (electricidad / gas / calefacción, etc.)
- ☐ C. Artículos de almacén / comida (incluso fórmula para bebés)
- ☐ D. Cuidado de niños / guardería
- ☐ E. Medicamentos, gastos médicos o copagos
- ☐ F. Artículos básicos del hogar o de higiene personal
- ☐ G. Transporte (incluso gasolina, pases de autobús, viajes compartidos)
- ☐ H. Pude pagar todos estos

17. El año pasado, (marque todas las opciones que correspondan):

- ☐ A. me he retrasado o no he recibido atención médica o dental
- ☐ B. He sido desalojado de mi hogar. o apartamento)
- ☐ C. He vivido en un refugio, en un hotel / motel, en un edificio abandonado o en un vehículo.)
- ☐ D. Me mude con otras personas, incluso temporalmente, porque no podía pagar la renta, la hipoteca o las facturas.
- ☐ E. He perdido el acceso a mi transporte regular (por ejemplo, vehículo totalizado o embargado)
- ☐ F. He estado desempleado cuando realmente necesitaba y quería un trabajo
- ☐ G. Ninguno de estos se aplican a mí

	A. Nunca	B. Casi nunca	C. Algunas veces	D. Frecuentemente	E. Casi siempre
18. Tengo problemas para pagar lo que necesito cada mes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. Puedo pagar la comida que deseo para alimentar a mi familia.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



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*These last few questions are about you and your household. They will be used to help program staff understand the needs of people and families they are serving, and improve service provision. Remember, your responses to this survey are confidential.*

**20. ¿Qué sexo se le asignó al nacer? (Por favor, marque solo uno)**

- A. Masculino B. Femenina C. Prefiero no contestar

**21. ¿Cómo se describe a sí mismo(a)? (Por favor, marque todas las respuestas correspondientes)**

- A. Hombre E. Otra identidad  
B. Mujer D. No acepto las etiquetas de géneros/No me considero ni hombre, ni mujer, ni transexual F. Dudo o no estoy seguro(a) de mi identidad  
C. Transgenero G. Prefiero no contestar

**22. ¿Cómo se considera usted? (Por favor, marque solo uno)**

- A. Heterosexual o hetero D. Con dudas F. Ninguno de los anteriores/Otro  
B. Bisexual E. Queer G. Prefiero no contestar  
C. Gay o Lesbiana

**23. Edad (en años):** \_\_\_\_\_

**24. ¿Cuál es su idioma principal? (Por favor, marque solo uno):**

- A. Inglés F. Ruso L. Farsi  
B. Español G. Armenio M. Otro  
C. Chino (incluyendo cantonés y mandarín) H. Tagalo N. Prefiero no contestar  
D. Criollo I. Vietnamita  
E. Árabe J. Coreano K. Camboyano

**25. Raza/etnicidad. (Por favor, escoja la opción que mejor describa lo que usted se considera)**

- A. Americano Nativo o Nativo de Alaska D. Nativos de Hawái o Islas del Pacífico G. Otro  
B. Asiático(a) E. Blanco H. Prefiero no contestar  
C. Negro(a) o Afroamericano(a) F. Multi-racial

**26. ¿Cuál es su lugar de origen o ascendencia? Por favor marque la respuesta correspondiente.**

- A. Caribe H. Indio(a) O. Europa  
B. Centroamérica Asiático(a)/Surasiático(a) P. Europa del Este  
C. México /México-americano(a) I. Camboya Q. Medio Oriente  
D. Puerto Rico J. China R. Otro: \_\_\_\_\_  
E. Norte Americana K. Filipinas S. Más de un origen  
F. Sudamérica L. Japón T. Prefiero no contestar  
G. África M. Corea  
N. Vietnam

**27. Estado Civil:**

- A. Casado/a E. Viudo/a  
B. Pareja domestica D. Divorciado/a F. Separado/a  
C. Soltero/a



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**28. Vivienda Familiar:**

- |              |   |                          |
|--------------|---|--------------------------|
| A. Propia    | C. Hogar compartido con<br>parientes/amigos | con amigos/parientes)    |
| B. Alquilada |   | E. Sin Hogar/Homeless    |
|              | D. Temporal (refugio, temporal              | F. Prefiero no contestar |

---

**29. Ingreso Familiar Total:**

- |                        |                        |                          |
|------------------------|------------------------|--------------------------|
| A. \$0 - \$10,000      | D. \$30,001 - \$40,000 | G. Mas de \$60,001       |
| B. \$10,001 - \$20,000 | E. \$40,001 - \$50,000 | H. Desempleado           |
| C. \$20,001 - \$30,000 | F. \$50,001 - \$60,000 | I. Prefiero no Contestar |

**30. Nivel Mas Alto de Educacion:**

- |  |   |                                     |
|--|---|-------------------------------------|
| A. Primaria  | E. Oficio/Entrenamiento<br>Vocacional     | I. Maestria                         |
| B. Secundaria  | F. Algo de colegio                        | J. Doctorado o otro titulo avanzado |
| C. Preparatoria  | G. Colegio 2 años (Titulo de<br>Asociado) | K. Prefiero no Contestar            |
| D. Diploma de preparatoria o<br>Desarollo Educativo general<br>(GED) | H. Colegio 4 años (Licenciatura)          | L. No Educacion Formal              |

**31. Cual de estos servicios recibe usted o su familia en este momento? (Marque lo que Aplique)**

- |   |   |  |
|---|---|--|
| A. Programa de Asistencia<br>Nutricional Suplementaria<br>(SNAP/ food stamps) | Servicios De Head Start/<br>Head Start                                | G. Ingreso Suplemental (SSI)   |
| B. Medicaid Seguro  | E. Beneficios de desempleo  | H. Ingreso por Discapacidad del<br>Seguro Social Social Security<br>Disability Income (SSDI) |
| C. Credito de Impuestos por<br>Ingresos Recibidos (EITC)                      | F. Seguro Medico Estatal<br>(incluido el Seguro<br>medico para niños) | I. Ninguno de los Anteriores   |
| D. Asistencia Temporario para<br>Familias Necesitadas<br>(TANF)               |   | J. Otro  |
|   |   | K. Prefiero no Contestar   |

**32. Ha servido en Servicio Activo en las Fuerzas Armadas de los Estados Unidos, Reserva, o Guardia Nacional? (Por Favor Marque Solo Una)**

- |       |       |                          |
|-------|-------|--------------------------|
| A. No | B. Si | C. Prefiero no Contestar |
|-------|-------|--------------------------|



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### 33. Algo de lo siguiente te describe? (Marque lo que Aplique)

- A. Yo tengo una condición medica crónica, diabetes, enfermedad del corazón, o dolor crónico (acentos incluidos)
- B. Yo estoy ciego/a o tengo dificultad grave en mi vista, aunque me ponga anteojos
- C. Yo estoy sordo/a o tengo dificultad grave para escuchar, o en que se me entienda el hablar
- D. Yo tengo dificultad grave en caminar o en subir escalones
- E. Por mi condición física, mental, o emocional, yo tengo dificultad grave en concentrarme, recordar, o en tomar decisiones
- F. Ninguno de los Anteriores
- G. Prefiero no Contestar
- H. Otro\_\_\_\_\_

### Cuéntenos sobre los niños que viven en su hogar..

34. NIÑO #1      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder

35. Fecha de nacimiento: \_\_\_\_\_

36. Este niño vive en mi casa:      ☐ Sí      ☐ No

37. ¿Cuál es su parentesco con este niño?

- |  |   |  |
|--|---|--|
| <input type="radio"/> A. Madre/padre biológico | <input type="radio"/> D. Madre/padre sustituto    | <input type="radio"/> G. Otro pariente |
| <input type="radio"/> B. Padrastro o madrastra | <input type="radio"/> E. Abuelo(a) o bisabuelo(a) | <input type="radio"/> H. Otro          |
| <input type="radio"/> C. Madre/padre adoptivo  | <input type="radio"/> F. Hermanos                 |  |

38. NIÑO #2      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder

39. Fecha de nacimiento: \_\_\_\_\_

40. Este niño vive en mi casa:      ☐ Sí      ☐ No

41. ¿Cuál es su parentesco con este niño?

- |  |   |  |
|--|---|--|
| <input type="radio"/> A. Madre/padre biológico | <input type="radio"/> D. Madre/padre sustituto    | <input type="radio"/> G. Otro pariente |
| <input type="radio"/> B. Padrastro o madrastra | <input type="radio"/> E. Abuelo(a) o bisabuelo(a) | <input type="radio"/> H. Otro          |
| <input type="radio"/> C. Madre/padre adoptivo  | <input type="radio"/> F. Hermanos                 |  |

42. NIÑO #3      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder

43. Fecha de nacimiento: \_\_\_\_\_

44. Este niño vive en mi casa:      ☐ Sí      ☐ No

45. ¿Cuál es su parentesco con este niño?

- |  |   |  |
|--|---|--|
| <input type="radio"/> A. Madre/padre biológico | <input type="radio"/> D. Madre/padre sustituto    | <input type="radio"/> G. Otro pariente |
| <input type="radio"/> B. Padrastro o madrastra | <input type="radio"/> E. Abuelo(a) o bisabuelo(a) | <input type="radio"/> H. Otro          |
| <input type="radio"/> C. Madre/padre adoptivo  | <input type="radio"/> F. Hermanos                 |  |

46. NIÑO #4      ☐ A. Masculino      ☐ B. Femenino      ☐ C. No concuerda con su género/no binario      ☐ D. Prefiero no responder



Esta encuesta ha sido modificada. Originalmente fue desarrollada por el Centro Nacional FRIENDS para la Prevención del Abuso Infantil Basado en la Comunidad en asociación con el Centro de Asociaciones e Investigaciones Públicas de la Universidad de Kansas a través de fondos proveídos por el Departamento de Salud y Servicios Humanos de los Estados Unidos.

47. Fecha de nacimiento: \_\_\_\_\_

48. Este niño vive en mi casa: ☐ Sí ☐ No

49. ¿Cuál es su parentesco con este niño?

- ☐ A. Madre/padre biológico ☐ D. Madre/padre sustituto ☐ G. Otro pariente  
☐ B. Padrastro o madrastra ☐ E. Abuelo(a) o bisabuelo(a) ☐ H. Otro  
☐ C. Madre/padre adoptivo ☐ F. Hermanos

	A. No se parece en nada a mi vida	B. No muy parecido a mi vida	C. Algo parecido a mi vida	D. Muy parecido a mi vida	E. Como mi vida
--	---	---------------------------------------	-------------------------------------	------------------------------------	-----------------------

50.. Hay muchas ocasiones en las que  
no sé qué hacer como padre.

Antes

Ahora

51. Sé cómo ayudar a mi hijo/a  
mejorar su aprendizaje.

Antes

Ahora

52.. Yo elogio/alago a mi hijo/a cuando se  
porta bien.

Antes

Ahora

	A. No se parece en nada a mi vida	B. No muy parecido a mi vida	C. Algo parecido a mi vida	D. Muy parecido a mi vida	E. Como mi vida
--	---	---------------------------------------	-------------------------------------	------------------------------------	-----------------------

53. Cuando disciplino a mi hijo/a, yo  
pierdo el control.

Antes

Ahora

54. Yo pienso que soy una persona con  
muchas virtudes.

Antes

Ahora

55. Yo sé cómo resolver o encontrar la  
manera de resolver desacuerdos.

Antes

Ahora

	A. No se parece en nada a mi vida	B. No muy parecido a mi vida	C. Algo parecido a mi vida	D. Muy parecido a mi vida	E. Como mi vida
--	---	---------------------------------------	-------------------------------------	------------------------------------	-----------------------

56. Aunque se me dificulte tengo la  
capacidad para hacer lo necesario para  
mi persona.

Antes

Ahora

Antes



Esta encuesta ha sido modificada. Originalmente fue desarrollada por el Centro Nacional FRIENDS para la Prevención del Abuso Infantil Basado en la Comunidad en asociación con el Centro de Asociaciones e Investigaciones Públicas de la Universidad de Kansas a través de fondos proveídos por el Departamento de Salud y Servicios Humanos de los Estados Unidos.

57. Tengo varias razones por cual ser feliz.

Ahora

58. Yo sé que puedo hacer cuando me siento ansiosa(o), enojada(o) o deprimida(o) para poder sentirme mejor.

Antes

Ahora

**59. Tiene aseguranza medica?**

- a. Si
- b. No

**60. Tiene aseguranza dental?**

- a. Si
- b. No

**61. Tiene plan de cuidado para la vision?**

- a. Si
- b. No

**62. Tiene transportacion confiable?**

- a. Si
- b. No

**63. Esta en Cuidado de Crianza o Casa Hogar de Familia?**

- a. Si
- b. No

**64. Es usted un adolescente (embarazada) o un padre/madre adolescente?**

- a. Si
- b. No

**65. Yo tengo visitas en casa por lo menos dos veces al mes**

- a. Nunca
- b. Poco Frecuente
- c. Algunas Veces
- d. Con Frecuencia
- e. Casi Siempre

*Pase la página para responder preguntas sobre los niños de quienes usted es padre o cuidador.*



Esta encuesta ha sido modificada. Originalmente fue desarrollada por el Centro Nacional FRIENDS para la Prevención del Abuso Infantil Basado en la Comunidad en asociación con el Centro de Asociaciones e Investigaciones Públicas de la Universidad de Kansas a través de fondos proveídos por el Departamento de Salud y Servicios Humanos de los Estados Unidos.

## Technical Exhibit 6

### CHILD ABUSE PREVENTION PROGRAM Monthly Client Service Log

AGENCY: \_\_\_\_\_

SUPERVISORIAL DISTRICT  
& CONTRACT#: \_\_\_\_\_

SERVICE PROVIDER: \_\_\_\_\_

REPORT MONTH: \_\_\_\_\_

DATE OF SERVICE	CLIENTS / FAMILY ID		Agency/Off-Site Services							In-Home Services					Case Management Services
		Intake	Intensive Counseling			Counseling			Parent Education	Intensive Counseling		Counseling		T&D	
			Individual	Family	Group	Individual	Family	Group		Individual	Family	Individual	Family		
TOTAL															

**Please submit log before signing**

\_\_\_\_\_  
Service Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

CHILD ABUSE PROGRAM

Monthly Invoice

Agency:  
Address:  
Contact Person:  
Phone:  
Email:

Invoice #:  
Date of Invoice:  
Billing Month:  
Annual Contract Amount:  
In-Kind Match:

Client Services	LEVEL ONE					LEVEL TWO					CASE AIDE				
	Approved Budget (a)	Prior Month Claimed (b)	This Month Claimed (c)		Prof Balance (e=a-d)	Approved Budget (a)	Prior Month Claimed (b)	This Month Claimed (c)		Para Balance (e=a-d)	Approved Budget (a)	Prior Month Claimed (b)	This Month Claimed (c)		Case Balance (e=a-d)
Total Units:															
Total Amount:															
Unit Cost:															

In Kind Amount  
Claim for this Month:

YTD- In Kind Match:

Sum of Total Units:  
Total Invoice Amt:

I certify that I am duly appointed, qualified and acting officer of the herein-named claimant; that the costs being claimed herein are in all respect true, correct and in accordance with the contract provisions; that the funds were expended or obligated during the contract period; and that the net amount claim has not been previously presented to or reimbursed through the Department of Children & Family Services. I further certify that the amount is being matched in cash and/or in-kind by the percentage specified in the contract.

Program Manager (Print Name) Signature Date

Approved By (Print Name) Signature Date

For DCFS Use Only	
<b>Finance:</b> CAP#: _____ Reviewed By: _____ Date: _____ Approved By: _____ Date: _____ Amount: _____	<b>Program Staff:</b> Reviewed By: _____ Date: _____ Approved By: _____ Date: _____ Amount: _____

# CONTRACT DISCREPANCY REPORT

Technical Exhibit 8

**SAMPLE**

**CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)**

<b>Date:</b> <u>Click or tap here to enter text.</u>		<b>Contractor Response Received:</b> <u>Click or tap here to enter text.</u>
<b>Contractor:</b> <u>Click or tap here to enter text.</u>	<b>Contract No.</b> <u>Click or tap here to enter text.</u>	<b>County Project Manager:</b> <u>Click or tap here to enter text.</u>
<b>Contact Person:</b> <u>Click or tap here to enter text.</u>	<b>Telephone:</b> <u>Click or tap here to enter text.</u>	<b>County Project Manager Signature:</b>
<b>Email:</b> <u>Click or tap here to enter text.</u>		<b>Email:</b> <u>Click or tap here to enter text.</u>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

\*Use additional sheets if necessary

<u>Click or tap here to enter text.</u> <b>Contractor's Representative Signature</b>	<u>Click or tap here to enter text.</u> <b>Date Signed</b>
---	---

<b>Additional Comments:</b> <u>Click or tap here to enter text.</u>
---

***PRICE SHEET***

***NOT ATTACHED TO CONTRACT***



***LINE ITEM BUDGET AND BUDGET NARRATIVE***

***NOT ATTACHED TO CONTRACT***

## COUNTY'S ADMINISTRATION

CONTRACT NO. Click or tap here to enter text.

### COUNTY'S PROJECT DIRECTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

### COUNTY'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

### COUNTY'S PROJECT MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Facsimile: Click or tap here to enter text.

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

**CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME: Click or tap here to enter text.CONTRACT NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT MANAGER:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

### **NON-IT CONTRACTS**

F1      CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

F2      CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

F3      CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**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: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

Employee Name: [Click or tap here to enter text.](#)

**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: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: Click or tap here to enter text.Contract No Click or tap here to enter text.Non-Employee Name: Click or tap here to enter text.**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: Click or tap here to enter text.PRINTED NAME: Click or tap here to enter text.POSITION: Click or tap here to enter text.

**CAPIT CONTRACTORS' FUNDING**

SPA	Name of Agency	Budget						
		<u>Initial Term</u> 02/01/2026- 06/30/2026	<u>Option yr 1</u> 07/01/2026- 06/30/2027	<u>Option yr 2</u> 07/01/2027- 06/30/2028	<u>Option yr 3</u> 07/01/2028- 06/30/2029	<u>Option yr 4</u> 07/01/2029- 06/30/2030	<u>7-month</u> <u>Option</u> 07/01/2030- 01/31/2031	<u>Maximum</u> <u>funding</u> <u>amount</u>
1	Penny Lane	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
2	El Nido	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
3	Human Services Association	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
4	El Nido	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
5	Allies for Every Child	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
6	The Help Group	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
7	Human Services Association	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
8	Helpline Youth Counseling	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
CW API	Special Services for Groups	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
CW AI/NA	United American Indian Involvement	\$62,040	\$310,200	\$310,200	\$310,200	\$310,200	\$248,160	\$1,551,000
<b>Total</b>		<b>\$620,400</b>	<b>\$3,102,000</b>	<b>\$3,102,000</b>	<b>\$3,102,000</b>	<b>\$3,102,000</b>	<b>\$3,102,000</b>	<b>\$15,510,000</b>

Note: The Maximum Annual Contract Sum of \$3,101,999 divided by 10 contracts equals \$310,999.90. This number has been rounded to \$310,200.



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	11/19/2025		
<b>BOARD MEETING DATE</b>	12/9/2025		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Children and Family Services (DCFS)		
<b>SUBJECT</b>	Request for approval of Sole Source Amendments to extend the 10 Prevention and Aftercare Services Contracts for 18 months beyond the original term.		
<b>PROGRAM</b>	Prevention and Aftercare (P&A)		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The requested 18-month extension is beyond the original contract term. Per the revised Board Policy 5.100, Sole Source Contracts, the Board must be notified regarding amendments to existing contracts when departments do not have delegated authority to extend the term of the current contracts beyond the original term.		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	The P&A contracts expire on December 31, 2025, if not extended.		
<b>COST &amp; FUNDING</b>	Total cost: \$18,198,027	Funding source: 16% Federal, 41% State, 43% County	
	TERMS (if applicable): The extension is effective January 1, 2026 through June 30, 2027.		
	Explanation: The total cost for the 18-month extension is \$18,198,027, funded utilizing 16% Federal funds, 41% State funds, and 43% County funds.		
<b>PURPOSE OF REQUEST</b>	This extension will allow for continued P&A services to be provided throughout Los Angeles County without a lapse or disruption in service, and allow DCFS sufficient time to complete the RFP process, which includes the release of the RFP, receipt of proposals, conduct responsiveness reviews, recruit and train evaluators, conduct informed averaging meetings, provide an opportunity for non-selected proposers to submit their protests (which includes a Proposed Selection Review and a County Independent Review), and ultimately, recommend tentative selected proposers to the Board of Supervisors.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The current P&A contracts were procured in 2021 through a competitive RFP process, which resulted in the awarding of 10 contracts to provide P&A services throughout Los Angeles County. The initial term of the P&A contracts started March 1, 2021 and April 1, 2021 through June 30, 2022, with three optional one-year periods from July 1, 2022 through June 30, 2025, and an optional 6-month period through December 31, 2025.  DCFS is planning to release the RFP in January 2025, in order to procure new contracts effective July 1, 2027.		

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The P&A program encourages its contractors to address disproportionality when providing services. Most if not all children and families receiving P&A services are part of underserved communities. The P&A contract budgets for County Directed Discretionary Funds may be used to fund trainings, activities, or supports related to Eliminating Racial Disparity and Disproportionality (ERDD) of African American children and families and to geographic areas with poor outcomes. Additionally, P&A has two population specific contracts to address the needs of Asian/Pacific Islanders and American Indian/Native Alaskan families.
<b>FAMILY FIRST PREVENTION SERVICES ACT (FFPSA) LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  Priority 1 – Child Protection P&A is designed to prevent child abuse and neglect by engaging a greater number of families with supports available in their communities without having to bring these families into the child welfare system.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Aldo Marin, Board Liaison, (213) 371-6052, marina@dcfs.lacounty.gov



BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

LISA E. MANDEL  
Acting Chief Deputy Director

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

Board of Supervisors

HILDA L. SOLIS  
First District

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Second District

LINDSEY P. HORVATH  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

December 9, 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:

## **SOUL SOURCE REQUEST TO EXTEND THE CURRENT PREVENTION AND AFTERCARE CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Department of Children and Family Services (DCFS) requests the Board's approval to extend 10 current Prevention and Aftercare (P&A) service contracts beyond the original term effective January 1, 2026, through June 30, 2027. The additional 18-month period will allow DCFS the time necessary to release and complete a Request for Proposals (RFP).

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or designee, to execute amendments substantially similar to Attachment A, to extend the term of the current contracts for an additional 18-month period effective January 1, 2026, through June 30, 2027, with an optional automatic month-to-month six-month term through December 31, 2027, and to replace Measure H funds with Measure A funds in order to continue providing services for those at risk of homelessness. The funding amount for the 18-month extension is \$18,198,027.00, financed using 16 percent Federal funds, 41 percent State funds, and 43 percent net County cost. Funding for the extension is included in the Department's Fiscal Year (FY) 2025-2026 Adopted Budget and will be included in subsequent budget requests.
2. Delegate authority to the Director of DCFS, or designee, to extend the contracts by amendment or written notice to exercise the optional six-month contract term provided

*"To Enrich Lives Through Effective and Caring Service"*

that: a) sufficient funding is available, b) County Counsel approval is obtained, and c) DCFS notifies the Board and Chief Executive Office (CEO), in writing, within 10 business days after the execution of such amendments.

3. Delegate authority to the Director of DCFS, or designee, to negotiate and execute amendments to the P&A contracts to add funds up to 50 percent of the Maximum Annual Contract amount, in the event that: additional distribution of funds is needed to bridge the Supplemental Nutrition Assistance Program benefits, also known as CalFresh, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to execution of such amendments; and (c) DCFS notifies the Board and the CEO, in writing, within 10 business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate P&A contracts for convenience or contractor default, provided that: a) County Counsel approval is obtained and b) DCFS notifies the Board and CEO, in writing, within 10 business days after the termination of the contract.

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

The current P&A contracts will expire on December 31, 2025, if not extended. This Board letter requests approval to extend the term for an additional 18-month period and an optional automatic month-to-month six-month period, effective January 1, 2026, through December 31, 2027. This extension will allow DCFS to release a RFP on or about January 2026 and conduct the solicitation process.

On June 4, 2025, the California Department of Social Services approved DCFS' request to extend the current P&A contracts for an additional 18-month period from January 1, 2026, through June 30, 2027, please see Attachment C. The extension will allow DCFS enough time to release the solicitation, conduct the Proposers' Conference, receive the proposals, conduct responsiveness reviews, recruit and train evaluators, conduct informed averaging meetings, hold debriefing meetings, provide an opportunity for the non-selected proposers to submit their protests (which includes a Proposed Contractor Selection Review and a County Independent Review), and ultimately, recommend tentative selected proposers to the Board for final approval to award new contracts effective July 1, 2027.

P&A is designed to prevent child abuse and neglect by engaging a greater number of families in supports available in their communities without having to bring these families into the child welfare system. P&A builds on three key themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing supports and activities.

### **Implementation of Los Angeles County's 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; Strategy I – Prevention: Provide child welfare prevention supports (a continuum of primary, secondary, and tertiary) and youth development related programming and services, for at-risk, justice-involved, and transitional aged children, youth, families, and communities at all stages of the sequential intercept model and child welfare continuum of care model; Strategy II – Child Safety and Family Well-Being: Invest in efforts and supports that promote child safety, protection, and family well-being using the child welfare continuum of care model, while building out the County's Systems of Care.

### **FISCAL IMPACT/FINANCING**

The contract amount for the 18-month extension is \$18,198,027.00, financed using 16 percent Federal funds, 41 percent State funds, and 43 percent net County cost. Funding for the extension is included in the Department's FY 2025-2026 Adopted Budget and will be included in subsequent budget requests. Funding is contingent upon availability, please refer to Attachment B for detailed contract funding allocations.

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

On February 16, 2021 and March 16, 2021, on behalf of the Board of Supervisors, the CEO approved the 10 current P&A contracts, with an effective start date of March 1, 2021 and April 1, 2021, through June 30, 2022. The contracts were approved with the option to extend for three additional one-year periods and one six-month period, from July 1, 2022, through December 31, 2025. These contracts were procured through an RFP solicitation process and are currently utilizing their last six-month extension, set to expire on December 31, 2025.

On November 6, 2024, the Board of Supervisors authorized the Director of DCFS to use delegated authority to increase the Maximum Annual Contract amount for P&A contracts up to 50 percent in the event that additional funding is provided by Family First Prevention Services (FFPS) Program State Block Grant (SBG). This extension includes a funding increase of less than 10 percent of the Maximum Annual Contract amount to the P&A contract in Service Planning Area 2. The funding increase uses FFPS Program SBG funds, to continue providing Enhanced Family Navigation services for both DCFS and community referrals. The increase is effective January 1, 2026, through June 30, 2026.

On April 15, 2025, the Board of Supervisors approved a Board Motion to use Measure A funding to continue the P&A Emergency Basic Support Services to assist families experiencing housing instability. Measure A funding will replace the Measure H funds previously added to all P&A contracts and will be used to increase the Maximum Annual

Contract amount under 10 percent effective January 1, 2026, through June 30, 2026. Funding details are included in Attachment B.

In compliance with Board Policy 5.100, *Sole Source Contracts and Amendments*, DCFS notified the Board on November 14, 2025, of its intent to execute sole source amendments to extend the 10 current P&A contracts beyond the original term. Attachment D, Sole Source Checklist, has been approved by the CEO.

County Counsel and the CEO have reviewed this Board letter. County Counsel has approved the amendments (Attachment A) as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of the recommended actions will allow the County to continue to provide P&A services without lapse or disruption during the time required to complete the solicitation process.

**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 DCFS.

Respectfully submitted,



BRANDON T. NICHOLS  
Director

BTN:LM:RT:KR  
LTI:AO:MB:ss

Attachments

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



**AMENDMENT NUMBER XXXX**

**TO**

**PREVENTION AND AFTERCARE SERVICES  
ASSISTANCE LISTING #93.556**

**CONTRACT NUMBER 21-XX-XX**

**WITH**

**XXXX**

**SPA  
XX**

**AMENDMENT NUMBER XXXX**  
**PREVENTION AND AFTERCARE SERVICES**  
**CONTRACT NUMBER 21-XX-XX**

This Amendment Number XXXX ("Amendment") to the Prevention and Aftercare Services Contract Number 21-XX-XX, (hereinafter referred to as "Contract") is made and entered into by and between the County of Los Angeles ("COUNTY") and XXXX ("CONTRACTOR"), in Los Angeles, California this \_\_\_\_ day of \_\_\_\_\_ 2025.

**WHEREAS**, COUNTY and CONTRACTOR are parties to the Contract approved by the Chief Executive Office on XXXX 16, 2021, and CONTRACTOR has been providing Prevention and Aftercare Services to the COUNTY Department of Children and Family Services (DCFS), Service Planning Area XX;

**WHEREAS**, this Amendment extends the contract term effective January 1, 2026 through June 30, 2027;

**WHEREAS**, this Amendment increases funding utilizing Measure A funds, as approved by the Board Motion dated April 15, 2025, to continue to expand the Prevention and Aftercare Emergency Basic Support Services to assist families experiencing housing instability. This funding replaces the previous Measure H funds, and is effective January 1, 2026 through June 30, 2026;

**WHEREAS**, this Amendment increases funding utilizing Family First Prevention Services Program State Block Grant funds, to continue providing Enhanced Family Navigation to both DCFS and community referrals. This funding increase is effective January 1, 2026 through June 30, 2026;

**WHEREAS**, this Amendment is prepared pursuant to the provisions set forth in **Section 8.0, STANDARD TERMS AND CONDITIONS**, Subsection 8.1 Amendments;

**WHEREAS**, this Amendment revises contract language under **Section 8.25, Insurance Coverage**, Subsection 8.25.4.1, Sexual Misconduct Liability;

**WHEREAS**, this Amendment revises contract language in Exhibit A, Statement of Work; **Section 11.0 Emergency Basic Support Services**, Subsection 11.10

**WHEREAS**, this Amendment replaces the current Exhibit J, Auditor-Controller Contract Accounting and Administration Handbook in its entirety, and revises Exhibit N, Federal Award Information;

**NOW, THEREFORE**, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **Section 4.0, TERM OF CONTRACT**, Subsection 4.2 has been added as follows:



**AMENDMENT NUMBER XXXX**  
**PREVENTION AND AFTERCARE SERVICES**  
**CONTRACT NUMBER 21-XX-XX**

4.1.2 The term of this contract is extended for a period of 18 months, effective January 1, 2026 through June 30, 2027, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

- 2. Section 5.0, CONTRACT SUM,** Subsection 5.1.2 is revised to read as follows:

5.1.2 The maximum amount payable under this Contract for each of the Contract periods will not exceed:

For March 1, 2021 – June 30, 2022	\$X,XXX,XXX
For July 1, 2022 – June 30, 2023	\$X,XXX,XXX
For July 1, 2023 – June 30, 2024	\$X,XXX,XXX
For July 1, 2024 – June 30, 2025	\$X,XXX,XXX
For July 1, 2024 – June 30, 2025	\$X,XXX,XXX
For July 1, 2025 – December 31, 2025	\$X,XXX,XXX
<u>For January 1, 2026 – June 30, 2027</u>	<u>\$X,XXX,XXX</u>

- 3. Section 8.25, Insurance Coverage,** Subsection 8.25.4, Unique Insurance Coverage, 8.25.4.1 has been revised to read as follows:

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than ~~\$2~~ \$1 million per claim and ~~\$2~~ \$1 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.

- 4. Section 9.0, UNIQUE TERMS AND CONDITIONS, Subsection 9.21, Federal Award Identification** is revised to read as follows:

9.21 Federal Award Identification

Title 2, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the COUNTY, to provide CONTRACTORS with the details of every federal award and sub-award, as referenced on Exhibit N, Federal Award Information.

Payment for this Contract will be ~~32%~~ 16% Federal funds with cost reimbursement payment method.

**AMENDMENT NUMBER XXXX**  
**PREVENTION AND AFTERCARE SERVICES**  
**CONTRACT NUMBER 21-XX-XX**

5. **Exhibit A, Statement of Work, Section 11.0, EMERGENCY BASIC SUPPORT SERVICES (EBSS)**, Subsection 11.10, Measure ~~H~~ A Emergency Basic Support Services (EBSS), is revised to read as follows:
  - 11.10 Measure ~~H~~ A Emergency Basic Support Services (EBSS) – Contingent Upon Funding
    - 11.10.1 CONTRACTOR shall utilize Measure ~~H~~ A EBSS funds for families with no open DCFS case. Families in open Family Maintenance, Family Reunification, and adoption cases are not eligible for Measure ~~H~~ A EBSS.
    - 11.10.2 Measure ~~H~~ A EBSS funds shall be limited to five-thousand dollars (\$5,000) per family, per contract term. COUNTY Program Manager pre-approval is required for any amount over five-thousand dollars (\$5,000).
    - 11.10.3 CONTRACTOR shall be reimbursed only for Measure ~~H~~ A funds for EBSS goods and services that assist with or prevent homelessness, limited to: rent, rent deposits, and housing assistance; food; clothing; utilities, including cellular phone bills; furniture; household appliances; gasoline; and minor car and home repairs.
    - 11.10.4 CONTRACTOR shall complete COUNTY-approved Measure ~~H~~ A funds for EBSS monthly logs (Technical Exhibit 25) and reports tracking the Measure ~~H~~ A EBSS requests. These reports are due on the 15th of each month following the end of the prior month.
    - 11.10.5 CONTRACTOR shall maintain a separate line item on their invoices for Measure ~~H~~ A funds for EBSS and shall submit the EBSS request form (Technical Exhibit 11), including family budget, receipts, and other supporting documents with their invoices.
6. Exhibit J, Auditor-Controller Contract Accounting and Administration Handbook Pricing Schedule, is replaced in its entirety with the Exhibit J attached to this Amendment, dated July 2025.
7. A Line Item Budget and Budget Narrative for the period of January 1, 2026 through June 30, 2027, is attached to this amendment and incorporated as part of Exhibit B, Line Item Budget, and Exhibit C, Budget Narrative.

**AMENDMENT NUMBER XXXX**  
**PREVENTION AND AFTERCARE SERVICES**  
**CONTRACT NUMBER 21-XX-XX**

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

**AMENDMENT NUMBER XXXX**  
**PREVENTION AND AFTERCARE SERVICES**  
**CONTRACT NUMBER 21-XX-XX**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number XXXX to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number XXXX 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.

COUNTY OF LOS ANGELES

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

XXXX  
CONTRACTOR

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

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

Title: \_\_\_\_\_

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

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

BY \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

## PREVENTION AND AFTERCARE EXTENSION EFFECTIVE JANUARY 1, 2026 TO JUNE 30, 2027

SPA	SUPV	Contract #	Agency	Base Budget Allocation (January 2026 to June 2026)	Measure A Allocation (January to June 2026)	FFPS SBG Allocation (January to June 2026)	Total Budget Allocation (January 2026 - June 2026)	Base Budget Allocation (July 2026 to June 2027)	Total Funding for 18-month Period (January 2025 - June 2027)
1	5	21-04-01	Penny Lane Centers	\$ 476,691.00	\$ 7,706.50		\$ 484,397.50	\$ 953,382.00	\$ 1,430,073.00
2	3,5	21-03-02	The Help Group Child and Family Center	\$ 817,804.50	\$ 13,221.18	\$ 101,027.00	\$ 932,052.68	\$ 1,635,609.00	\$ 2,453,413.50
3	1,4,5	21-03-03	SPIRITT Family Services	\$ 932,851.50	\$ 15,081.10		\$ 947,932.60	\$ 1,865,703.00	\$ 2,798,554.50
4	1,2,3	21-04-02	Para Los Ninos	\$ 363,842.50	\$ 5,882.12		\$ 369,724.62	\$ 727,685.00	\$ 1,091,527.50
5	2,3,4	21-03-05	The Help Group Child and Family Center	\$ 300,000.00	\$ 4,850.00		\$ 304,850.00	\$ 600,000.00	\$ 900,000.00
6	2,4	21-03-06	All for Kids Organization Formerly Children's Bureau of Southern California	\$ 1,052,274.50	\$ 17,011.77		\$ 1,069,286.27	\$ 2,104,549.00	\$ 3,156,823.50
7	1,4	21-03-07	SPIRITT Family Services	\$ 685,337.50	\$ 11,079.62		\$ 696,417.12	\$ 1,370,675.00	\$ 2,056,012.50
8	2,4	21-03-08	South Bay Center for Counseling	\$ 740,958.50	\$ 11,978.83		\$ 752,937.33	\$ 1,481,917.00	\$ 2,222,875.50
ALL	ALL	21-03-04	Special Service for Groups	\$ 330,240.00	\$ 5,338.88		\$ 335,578.88	\$ 660,480.00	\$ 990,720.00
ALL	ALL	21-03-01	United American Indian Involvement	\$ 300,000.00	\$ 4,850.00		\$ 304,850.00	\$ 600,000.00	\$ 900,000.00
			<b>TOTAL</b>	\$ 6,000,000.00	\$ 97,000.00	\$ 101,027.00	\$ 6,198,027.00	\$ 12,000,000.00	\$ 18,198,027.00



JENNIFER TROIA  
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



GAVIN NEWSOM  
GOVERNOR

June 4, 2025

Leticia Torres-Ibarra, Division Manager  
Contracts Administration Division  
Department of Children and Family Services  
County of Los Angeles  
510 South Vermont Avenue  
Los Angeles, CA 90020

**SUBJECT: CDSS APPROVAL TO EXTEND PREVENTION AND AFTERCARE SERVICES CONTRACTS FOR 18 MONTHS AND APPROVE A FIVE-YEAR TERM FOR THE SUBSEQUENT, REPLACEMENT CONTRACTS**

Dear Leticia Torres-Ibarra:

In its May 15, 2025, letter to the California Department of Social Services (CDSS) (Letter), the Los Angeles County Department of Children and Family Services (DCFS) requests the following: 1) to extend its existing Prevention and Aftercare Services (P&A) contracts for 18 months from January 1, 2026, through June 30, 2027, and 2) to use five-year terms for the subsequent, replacement P&A contracts beginning on July 1, 2027. CDSS approves.

P&A relates to the Promoting Safe and Stable Families federal program, also referred to as Family Support. P&A aims to prevent child abuse and neglect by increasing the number of families gaining necessary community support outside of the child welfare system. P&A strives to mitigate social isolation, augment economic well-being and self-sufficiency, and broaden access to existing supportive networks and activities.

P&A contracts generally cover eight service planning areas and serve Asian Pacific Islander, American Indian, and Native Alaskan communities within Los Angeles County. The current contracts are the result of a competitive, Request for Proposal (RFP) solicitation, and DCFS likewise intends to use a competitive RFP solicitation for the subsequent, replacement P&A contracts commencing on July 1, 2027.

Extending Current Contracts for 18 Months

In accordance with Management and Office Procedures Purchase of Service (MPP) section 23-650.1.18, contracts may be negotiated, in this instance, the negotiation leading to an extension of the term, under unique circumstances as approved by CDSS. CDSS finds the facts here meet the unique circumstances criteria.

Given the (a) distinct services and particular communities targeted by the P&A contracts and the (b) unusual, current funding circumstances set forth in DCFS Letter, contract extension should give DCFS the time it needs to adequately accomplish a competitive solicitation. This should lead to more optimal funding and services for the Asian Pacific Islander, American Indian, and Native Alaskan communities in Los Angeles County. CDSS also finds that granting the extension would reduce the risk of a rare disruption of services that would likely transpire on January 1, 2026, if the contract extension were not to happen.

Five-Year Term for Subsequent, Replacement P&A Contracts.

Under MPP section 23-621.11, contracts which are procured by RFP generally have three-year terms. However, in accordance with MPP section 23-621.15.151, CDSS may approve longer terms. For example, CDSS may approve the request in DCFS Letter for a one-year term with four one-year extension periods at the County's option, if, as is the case here, the request is made before the RFP, is in writing, explains the benefits, and details the level of competition.

Based on the DCFS Letter, CDSS finds the subsequent, replacement P&A contracts would benefit from a five-year contract. A five-year contract term with consistent, uninterrupted services should allow DCFS to more accurately evaluate P&A services over a longer time horizon to the benefit of the Asian Pacific Islander, American Indian, and Native Alaskan communities in Los Angeles. In addition, a longer term will allow for cost savings as ramping up and down costs will be less frequent, and the costs associated with a competitive solicitation will likely occur only once in five years as opposed to once every three years. Finally, while the contract term is being extended, the competitive means of procurement, an RFP solicitation, remains constant.

Accordingly, CDSS grants the request for extending the term of the current P&A contract and establishing a five-year term for the subsequent, replacement P&A contracts.

For comments or questions, I may be reached at [Sharon.Hoshiyama@dss.ca.gov](mailto:Sharon.Hoshiyama@dss.ca.gov).

Sincerely,

*Sharon Hoshiyama*

Sharon Hoshiyama, Section Chief  
Grants, MOU, and Child Care Direct Services

**Signature:** *Sharon Hoshiyama*

**Email:** [Sharon.Hoshiyama@dss.ca.gov](mailto:Sharon.Hoshiyama@dss.ca.gov)

**Title:** Section Chief, Grants, MOU, and Child Care Direc

**Company:** STATE OF CALIFORNIA DEPARTMENT OF SOCIAL

## SOLE SOURCE CHECKLIST

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

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

Date Existing Contract First Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 18 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date



## **Sole Source Justification**

### **Prevention & Aftercare**

Term: January 1, 2026 through June 30, 2027

#### **1. What is being requested?**

The Department of Children and Family Services (DCFS) requests the Board's approval to extend the term of the current Prevention & Aftercare (P&A) contracts beyond the original term effective January 1, 2026 through June 30, 2027, in order to complete the upcoming Request for Proposals (RFP) expected to be released in January 2026.

**Total Cost:** The total cost for the 18-month extension is \$18,198,027, funded utilizing 16 percent Federal funds, 41 percent State funds, and 43 percent County funds.

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

To provide services during the processing of the upcoming solicitation. The extension of the current contracts is needed to avoid a lapse in services during the processing of the upcoming solicitation, which requires DCFS to release the RFP, conduct the Proposers' Conference, receive the proposals, conduct responsiveness reviews, recruit and train evaluators, conduct informed averaging meetings, hold debriefing meetings, provide an opportunity for the non-selected proposers to submit their protests (which includes a Proposed Contractor Selection Review and a County Independent Review), and ultimately, recommend tentative selected proposers to the Board of Supervisors for final approval.

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

No, these contractors are not the only ones that are able to provide the services. As such, DCFS will be releasing a solicitation in order to procure new contractors. The current P&A contracts were procured in 2021 through a competitive RFP process, which resulted in the awarding of 10 contracts to provide P&A services throughout Los Angeles County. The initial term of the P&A contracts started March 1, 2021 and April 1, 2021 through June 30, 2022, with three optional one-year periods from July 1, 2022 through June 30, 2025, and an optional six-month period through December 31, 2025. DCFS will release an RFP in January 2025, in order to procure new contracts effective July 1, 2027.

**4. Have other products or vendor been considered?**

The current P&A contracts were procured in 2021 through a competitive RFP process. DCFS needs the 18-month extension to complete an RFP for new contracts.

**5. Will purchase of this product avoid other costs?**

N/A

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

Please see response to Question #3

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

N/A

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

N/A



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

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

BRANDON T. NICHOLS  
Director

JENNIE FERIA  
Chief Deputy Director

LISA E. MANDEL  
Acting Chief Deputy Director

Board of Supervisors

HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

LINDSEY P. HORVATH  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

November 14, 2025

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

From: Brandon T. Nichols   
Director

**NOTIFICATION OF INTENT TO EXTEND BEYOND THE ORIGINAL CONTRACT  
TERM FOR TEN PREVENTION AND AFTERCARE SERVICES CONTRACTS**

This is to notify the Board that the Department of Children and Family Services (DCFS) intends to request the Board's approval to extend 10 current Prevention and Aftercare (P&A) services contracts beyond the original term effective January 1, 2026, through June 30, 2027, with an optional automatic month-to-month six-month term through December 31, 2027. This notice is issued in compliance with Board Policy 5.100, Sole Source Contracts and Amendments, which require departments to provide advanced written notice and justification to the Board of Supervisors when extending the term of the current contracts beyond the original term pending solicitation of services.

The current P&A contracts will expire on December 31, 2025. The additional 18-month period effective January 1, 2026, through June 30, 2027, will allow DCFS the time necessary to release a Request for Proposals solicitation and recommend new contracts without a lapse or disruption in service. On June 4, 2025, the California Department of Social Services approved DCFS' request to extend the current P&A contracts for an additional 18-month period.

The contract amount for the 18-month extension is \$18,198,027.00, financed using 16 percent Federal funds, 41 percent State funds, and 43 percent net County cost. Funding for the extension is included in the Department's Fiscal Year (FY) 2025-2026 Adopted Budget and will be included in subsequent budget requests. Funding is contingent upon availability. Please refer to Attachment A for detailed contract funding allocations.

*"To Enrich Lives Through Effective and Caring Service"*

Each Supervisor  
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P&A is designed to prevent child abuse and neglect by engaging a greater number of families with supports available in their communities without having to bring these families into the child welfare system. P&A builds on three key themes: decreasing social isolation, enhancing economic well-being and self-sufficiency, and increasing access to existing supports and activities.

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:RT:KR  
LTI:AO:MB:ss

Attachment

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

## PREVENTION AND AFTERCARE EXTENSION EFFECTIVE JANUARY 1, 2026 TO JUNE 30, 2027

SPA	SUPV	Contract #	Agency	Base Budget Allocation (January 2026 to June 2026)	Measure A Allocation (January to June 2026)	FFPS SBG Allocation (January to June 2026)	Total Budget Allocation (January 2026 - June 2026)	Base Budget Allocation (July 2026 to June 2027)	Total Funding for 18-month Period (January 2025 - June 2027)
1	5	21-04-01	Penny Lane Centers	\$ 476,691.00	\$ 7,706.50		\$ 484,397.50	\$ 953,382.00	\$ 1,430,073.00
2	3,5	21-03-02	The Help Group Child and Family Center	\$ 817,804.50	\$ 13,221.18	\$ 101,027.00	\$ 932,052.68	\$ 1,635,609.00	\$ 2,453,413.50
3	1,4,5	21-03-03	SPIRITT Family Services	\$ 932,851.50	\$ 15,081.10		\$ 947,932.60	\$ 1,865,703.00	\$ 2,798,554.50
4	1,2,3	21-04-02	Para Los Ninos	\$ 363,842.50	\$ 5,882.12		\$ 369,724.62	\$ 727,685.00	\$ 1,091,527.50
5	2,3,4	21-03-05	The Help Group Child and Family Center	\$ 300,000.00	\$ 4,850.00		\$ 304,850.00	\$ 600,000.00	\$ 900,000.00
6	2,4	21-03-06	All for Kids Organization Formerly Children's Bureau of Southern California	\$ 1,052,274.50	\$ 17,011.77		\$ 1,069,286.27	\$ 2,104,549.00	\$ 3,156,823.50
7	1,4	21-03-07	SPIRITT Family Services	\$ 685,337.50	\$ 11,079.62		\$ 696,417.12	\$ 1,370,675.00	\$ 2,056,012.50
8	2,4	21-03-08	South Bay Center for Counseling	\$ 740,958.50	\$ 11,978.83		\$ 752,937.33	\$ 1,481,917.00	\$ 2,222,875.50
ALL	ALL	21-03-04	Special Service for Groups	\$ 330,240.00	\$ 5,338.88		\$ 335,578.88	\$ 660,480.00	\$ 990,720.00
ALL	ALL	21-03-01	United American Indian Involvement	\$ 300,000.00	\$ 4,850.00		\$ 304,850.00	\$ 600,000.00	\$ 900,000.00
			<b>TOTAL</b>	\$ 6,000,000.00	\$ 97,000.00	\$ 101,027.00	\$ 6,198,027.00	\$ 12,000,000.00	\$ 18,198,027.00