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May 19, 2026

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

Dear Supervisors:

RECOMMENDATION TO APPROVE A NEW SOLE SOURCE CONTRACT WITH BINTI INC. FOR THE RESOURCE FAMILY APPROVAL TRACKING LICENSING MODULE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Department of Children and Family Services (DCFS) seek delegated authority to execute a sole source contract with Binti Inc. (Binti) for the Resource Family Approval Tracking (RFAT) Licensing Module. The contract, if approved, will allow DCFS to license the Binti RFAT Licensing Module and allow the County's contracted Foster Family Agencies (FFAs) and their resource families to access the module to approve and maintain Resource Family Home (RFH) placement resources for DCFS.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a sole source contract with Binti effective June 1, 2026, or date of execution, whichever is later, through May 31, 2027, at a cost of \$1,100,000 with two optional one-year extension periods from June 1, 2027 to May 31, 2028 at a cost of \$1,155,000 and from June 1, 2028 to May 31, 2029 at a cost of \$1,212,750. The total maximum contract sum is \$3,467,750. This contract will be financed using 100 percent 2011 State Realignment funds. Funding is included in the DCFS Fiscal Year 2025-2026 Final Adopted Budget and will be included in the subsequent Fiscal Year budget requests.

2. Delegate authority to the Director of DCFS, or designee, to extend the term of the contract for

each one-year option term and to execute amendments to the contract to meet program needs, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) County Counsel approval as to form is obtained prior to execution of such amendment(s); and (d) the Director of DCFS notifies the Board and the Chief Executive Officer (CEO), in writing, within ten (10) business days of executing such amendment(s).

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the annual contract amount up to a total of 10 percent per year during the term of the contract to accommodate any increase or decrease in service, provided that: (a) sufficient funding is available; (b) County Counsel approval as to form is obtained prior to execution of such amendment (s); and (c) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days of executing such amendment(s).

4. Delegate authority to the Director of DCFS, or designee, to execute amendments in instances of acquisitions, mergers, or other changes in ownership, provided: (a) County Counsel approval as to form is obtained prior to execution of such amendment(s); and (b) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days of executing such amendment(s).

5. Delegate authority to the Director of DCFS, or designee to terminate the contract for County's convenience, or if the Contractor initiates termination for convenience, provided that: (a) County Counsel approval as to form is obtained prior to termination of the agreement; and (b) the Director notifies the Board and CEO, in writing, within ten (10) business days of terminating the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 1, 2017, the State implemented the Resource Family Approval (RFA) Program. The RFA Program is a family-friendly and child-centered caregiver approval process that unifies the approval standards for all caregivers of children in care, regardless of the child's case plan, and allows seamless transition to permanency. On January 3, 2017, DCFS and Binti executed an agreement through the Internal Services Department (ISD) Purchase Order (PO) process to license Binti's Licensing Module for DCFS' RFA process. The license allowed DCFS personnel, including but not limited to children's social workers, to use the software for DCFS' RFA process. This version of Binti's Licensing Module has been very effective in DCFS' operations and has assisted DCFS personnel in recruiting resource families and streamlining the placement of children in DCFS' care.

Since Binti's Licensing Module for RFA has been very effective in DCFS' operations, DCFS now desires to license Binti's RFAT Licensing Module to perform a different function for DCFS, which is to enable FFAs to effectively recruit and approve resource families for the placement of DCFS children, youth and Non-Minor Dependents.

This new contract for Binti's RFAT Licensing Module will be provided as a software-as-a-service (SaaS) platform and streamline the application and approval processes for the County's contracted FFAs and their caregivers (Resource Families) to approve and maintain Resource Family Home (RFH) placement resources for DCFS. It automates the duplication of data entries across multiple forms, facilitates approvals and form processing through electronic signatures and sends email alerts and reminders for missing forms and deadlines, ultimately reducing labor costs associated with managing resource family approvals.

Binti's RFAT Licensing Module software is unique and indispensable to DCFS' operation due to its tailored design and adaptability to evolve in response to changing State mandates and policies,

ensuring its continued relevance and compliance; and minimizing the need for DCFS Information Technology Developers to maintain the system.

Binti's RFAT Licensing Module software has a user-friendly design, necessitating minimal training for employees and staff, at a cost savings to the County. Binti provides ongoing training sessions for new users, effectively mitigating training expenses over time. It also has Live Chat support for resource family applicants and FFA staff, which diminishes the need for dedicated internal analyst support, also resulting in long-term cost savings to the County by avoiding the potential expenses of hiring full-time analysts and developers to consistently support and maintain any in-house or other FFA systems.

According to Binti reports, currently 43 out of California's 58 counties are utilizing Binti's license module software, covering 90% of Child Welfare Services in the state, and several of these counties have or are in the process of also implementing it for their FFAs.

DCFS has used Binti's Licensing Module software for DCFS-approved resource families and the new contract, if approved, will allow DCFS to purchase the Binti Licensing Module and share the license with the County's contracted FFAs to be used by all FFAs and their resource families.

In summary, it is in the best economic interest of the County to allow Binti's RFAT Licensing Module to be used by the FFAs and their Resource Families to approve and maintain RFH placement resources for DCFS. Additionally, the software will help ensure compliance with California Department of Social Services regulations; reduce administrative costs and excessive learning curves for a new service; and provide time savings and efficiencies for DCFS, FFAs, and the families who are applying to become an RFH.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal North Star 1, Make Investments That Transform Lives, Focus Area Goal D, Support Venerable Populations and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal 2, Community Connections.

FISCAL IMPACT/FINANCING

The proposed contract with Binti will be effective June 1, 2026, or date of execution, whichever is later through May 31, 2027, at a cost of \$1,100,000 with two optional one-year periods from June 1, 2027, to May 31, 2028, at a cost of \$1,155,000 and from June 1, 2028, to May 31, 2029, at a cost of \$1,212,750. The total maximum contract sum will be \$3,467,750, financed using 100 percent 2011 State Realignment funds. Funding is included in DCFS Fiscal Year 2025-2026 Adopted Budget and will be included in the subsequent Fiscal Year budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract with Binti includes all Board, Chief Executive Officer, and legally required contract provisions, including but not limited to information security and privacy requirements.

The department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract as this contract is for Binti's RFAT Licensing

Module software, a non-Proposition A service.

The Chief Executive Office and County Counsel have reviewed the Board letter, and the contract (Attachment I) has been approved as to form by County Counsel.

The CIO reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

CONTRACTING PROCESS

On June 17, 2024, in accordance with Board of Supervisor's Policy No. 5.100, Sole Source Contract and Amendments, DCFS submitted advance notice to the Board of its intent to start negotiations for a sole source contract with Binti to secure a license for its licensing module, a software-as-a-service (SaaS) solution, to assist families in the application process when applying through County contracted FFAs. In 2025, DCFS worked with CDSS on the County's Advance Planning Document (APD) to obtain CDSS's acknowledgement of DCFS' use Binti's RFAT Licensing Module for contracted FFAs, which acknowledgement was given on November 5, 2025, in CDSS' acknowledgement (APD #19-25-658-00-00). On March 11, 2026, at the Board of Supervisors Operations Cluster Meeting, DCFS presented an updated advance written notice of intent to inform the Board it intends to file a Board letter to request delegated authority to execute the proposed contract.

CONTRACTOR PERFORMANCE

Binti performed sufficiently and has worked responsibly and timely with DCFS on the prior purchase orders DCFS has had with Binti for its Licensing Module for DCFS' RFA process, which allowed DCFS personnel, including but not limited to children's social workers, to use the software for DCFS' resource family approvals. DCFS will monitor the performance and spending of the proposed contract to ensure the terms and conditions are met.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact on current services. The Binti RFAT Licensing Module will allow users to apply online to become approved RFHs and will allow FFA social workers to manage their approval workflow online. This software technology will also enable FFAs to effectively recruit and approve resource families for the placement of DCFS children, youth and Non-Minor Dependents.

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

The Honorable Board of Supervisors

5/19/2026

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Children and Family Services.

Respectfully submitted,



BRANDON T. NICHOLS

Director



Peter Loo

Chief Information Officer

BTN:LM:RT KR:LTI:JS:jr

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

BINTI INC.

FOR

**RESOURCE FAMILY APPROVAL TRACKING
LICENSING MODULE**

CONTRACT NUMBER: _____

_____ 2026

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESOURCE FAMILY APPROVAL TRACKING
LICENSING MODULE**

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**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESOURCE FAMILY APPROVAL TRACKING
LICENSING MODULE**

STANDARD EXHIBITS

- A** Statement of Work
 - Statement of Work Attachments
 - A-1 Contract Discrepancy Report (CDR)
 - A-2 Digital Accessibility Requirements
 - A-3 Intentionally Omitted
 - A-4 Work Acceptance Certificate
 - A-5 System Requirements Document – [to be developed by Binti Inc. during Task 2 of Exhibit A (Statement of Work) and incorporated by reference]
- B** Pricing Schedule
 - Exhibit B-1 Reserved
- C** Additional Information Technology Provisions
 - Exhibit C-1 Third Party Products
 - Exhibit C-2 Minimum System Requirements
- D** County’s Administration
- E** Contractor’s Administration
- F1** Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement
- G** Reserved

UNIQUE EXHIBITS

- H** Reserved
- I** Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
- J** Charitable Contributions Certification
- K** Information Security and Privacy Requirements
- L** Equal Employment Opportunity (EEO) Certification
- M** Certificate of Compliance Forms and Declaration

- N-1** Auditor – Controller Contract Accounting and Administration Handbook
- N-2** Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq)
- N-3** 45 CFR 74.27
- O** Federal Award Information (2CFR 200.331)
- P** Compliance with Encryption Requirements
- Q** Reserved
- R** Federal Debarment and Suspension Certification
- S** Internal Revenue Notice 1015
- T** Contribution and Agent Declaration Form

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESOURCE FAMILY APPROVAL TRACKING
LICENSING MODULE**

This Contract and Exhibits made and entered into on the date of execution indicated on the signature page hereto (Effective Date) by and between the County of Los Angeles, through its Department of Children and Family Services (DCFS) hereinafter referred to as “County” and Binti Inc., hereinafter referred to as “Contractor”. Contractor is located at: 1111 Broadway Suite 300, Oakland, CA 94607.

RECITALS

WHEREAS, the County may contract with private businesses for a software as a service solution (SaaS), including the Resource Family Approval Tracking Licensing Module covered by this Contract, when certain requirements are met; and

WHEREAS, the Contractor is a private for-profit firm specializing in providing the Licensing Module and related services; and

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

WHEREAS, expenditures made by Contractor in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>.

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

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 are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority (1) Contract, (2) Exhibit A, Statement of Work (SOW), Attachments, and (3) Contract Exhibits.

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

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used. Other capitalized terms used in the body of this Contract or in its Exhibits may be defined below in the provisions of the body of this Contract or in the Exhibits to this Contract.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Business Day(s):** Each of Monday through Friday, excluding County holidays.
- 2.1.3 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. The term "Contract" includes all Exhibits to this Contract and all Change Notices and Amendments from time to time entered into in accordance with this Contract.
- 2.1.4 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.
- 2.1.5 County Approved User:** Foster Family Agency approved by the County to use License Module described in the Statement of Work.
- 2.1.6 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/>.

- 2.1.7 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.8 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.9 County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.10 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.
- 2.1.11 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.13 Department or DCFS:** The County of Los Angeles Department of Children and Family Services (DCFS), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.14 Director:** Director of Department.
- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 Fixed Hourly Rate:** The fully-burdened hourly rate for Contractor's provision of Optional Work pursuant Paragraph 3.3 (Optional Work).
- 2.1.17 Licensing Module or System:** The Licensing Module, also known as the "System" is an application within the Binti product that allows prospective foster and adoptive care families to apply via digitized forms to be licensed as such and which supports case workers in evaluating and tracking such applications and provides other functionality and features described in this Contract and the Specifications. References in the Contract to Licensing Module or System include all software, interfaces with other County or third party systems, Revisions, Documentation, and Services.
- 2.1.18 Pool Dollars:** If DCFS obtains authority as specified in Paragraph 3.3 (Optional Work), the pool of dollars available under this Contract for Contractor's provision of Optional Work pursuant to Paragraph 3.3 (Optional Work).
- 2.1.19 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. Includes Exhibit A (Statement of Work) and any Statement of Work for Optional Work pursuant to Paragraph 3.3

(Optional Work).

2.1.20 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.21 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth herein.

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

3.3 Optional Work

The acquisition of Optional Work under this Contract is subject to DCFS obtaining authority from the Board of Supervisors to spend Pool Dollars for such Optional Work, and will require an Amendment to this Contract to amend the Total Contract Sum under Paragraph 5.1 (Total Contract Sum) and Exhibit B (Pricing Schedule). If County obtains Pool Dollars, upon County's written request and execution of an Amendment or Change Notice pursuant to the terms of this Contract as provided for in Paragraph 8.1 (Amendments and Changes), Contractor shall provide Optional Work, including new software and Professional Services, in accordance with the applicable Amendment or Change Notice and this Paragraph 3.3 (Optional Work) at the applicable pricing terms set forth in Exhibit B (Pricing Schedule). "Optional Work" is any new software related to or for the System and/or Professional Services, which may be provided by Contractor to County upon County's request and approval and execution of an Amendment or Change Notice in accordance with Paragraph 8.1 (Amendments and Changes). "Professional Services" includes, but is not limited to, consulting services, additional training, configurations, customizations, customized modules, and other work related to or for the System which is beyond the scope of that which is to be provided pursuant to this Contract, which Contractor may provide upon County's request therefore in accordance with this paragraph. Optional Work may be paid with Pool Dollars as set forth in Exhibit B (Pricing Schedule).

Upon County's request and Contractor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Amendment or Change Notice, Statement of Work, and a quote for a not-to-exceed fixed price ("Maximum Fixed Price") calculated in accordance with the applicable pricing

terms set forth in Exhibit B (Pricing Schedule), including the Fixed Hourly Rate. Contractor's quotation shall be valid for at least ninety (90) Days from submission. Contractor shall commence the Optional Work following agreement by the Parties with respect to such Change Notice or Amendment, Statement of Work, and the Maximum Fixed Price.

Upon completion by Contractor, and approval by County in accordance with the terms of this Contract, of such Optional Work, Exhibit B.1 (Optional Work Schedule) shall be updated accordingly to add such items of Optional Work by Change Notice.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will commence on the date of execution _____ through _____, 2026 ("Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract Term for up to two (2) additional one-year periods, for a maximum total Contract Term of three (3) years, and if and when extended, will constitute part of the Contract Term. Each such option and extension will be exercised at the sole discretion of the Director or designee as authorized by the Board.

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

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

4.4 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.

4.5 The County shall have the option to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor. The cost for any such extensions shall be mutually agreed to by the parties.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The "Total Contract Sum" for this Contract is \$3,467,750.00.

- 5.1.2** County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Total Contract Sum, which is inclusive of all applicable taxes and allocated Pool Dollars. During the Term of this Contract, County shall compensate Contractor, as specified in Exhibit B (Pricing Schedule) for the services set forth in Exhibit A (Statement of Work), in accordance with Paragraph 5.5, Invoices and Payments, of this Contract.
- 5.1.3** Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.1.4** Reserved
- 5.1.5** Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
- 5.1.6** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the Total Contract Sum will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Notification of 75% of Total Annual Contract Amount

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

5.3 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.

5.4 Invoices and Payments

5.4.1 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 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.

5.4.2 Except as otherwise provided herein the Contractor must submit the monthly invoices in arrears to the County by the 15th calendar day of the month following the monthly period of the Contract term in which the applicable work was approved by County.

5.4.3 All invoices under this Contract must be submitted in two (2) copies for review and approval to the following address/email(s):

Copy 1:

County of Los Angeles

Department of Children and Family Services

Attention: Accounting Services, Contract Accounting Section

510 S. Vermont Ave.

Los Angeles, CA 90020

And email a duplicate copy of the invoice to:

Copy 2:

County Project Manager listed on Exhibit D, County's Administration

5.4.4 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.

5.4.5 Reserved

5.4.6 The Contractor's payments will be as provided in Exhibit B (Pricing Schedule), and the Contractor will be paid, where applicable, 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.

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

5.4.8 Reserved

5.4.9 Reserved

5.4.10 Past due invoices shall be submitted no later than 30 days after the last day of the month in which the services were rendered and/or the then current twelve month period beginning (or six month period, as the case may be). Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered and/or the then current twelve month period beginning (or six month period, as the case may be). County may, in its sole discretion, pay some or all of a past due invoice provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

5.4.11 Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

5.4.12 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in material default under any provision of this Contract (which remains uncured for more than thirty (30) days). County has no obligation to pay for any work except those services expressly authorized by this Contract.

5.4.13 In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.4.14 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Project Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Total Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon

discovering such overpayment, whichever date is earlier.

- 5.4.15** Contractor shall not be paid for expenditures beyond the Total Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.
- 5.4.16** Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if the required reports identified in this Contract 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.
- 5.4.17** No Payment for Services Provided Following Expiration-Termination of Contract.
- 5.4.18** The Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.4.19** Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.

5.5 Reserved

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

- 5.6.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will

supersede this requirement with respect to those payments.

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County’s Administration

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

6.2 Reserved

6.3 County’s Project Manager

The responsibilities of the County’s Project Manager 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.
- 6.3.3** Making changes in the terms and conditions of this Contract in accordance with Part II, Section 5.0, Change Notices and Amendments; and

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.

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

- 1) Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 2) Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 3) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; however, in no event, shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 4) Overseeing the day-to-day administration of this Contract; however, in no event,

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

- 5) Providing the requested materials, information, and data requested by Contractor, in the format requested by Contractor and in accordance with the timelines proposed by Contractor and approved by County (which shall be based on the mutually agreed upon deadlines set forth in the Project Plan developed by Contractor and approved by County pursuant to Exhibit A (Statement of Work). If either party fails to satisfy these requirements, it may subject Contractor to liquidated damages and/or require that certain Deliverables be extended by a certain date, depending on which party caused the delay. Any delay or failure to perform by Contractor solely caused by County shall not be considered to be a breach of this Contract. In the event Contractor believes County's actions require Contractor to do additional work not contemplated by the Statement of Work, then Contractor shall submit in writing to County a description of the additional work required and the fees corresponding to such additional scope, for County's review and consideration, and if it deems it appropriate, for approval via an Amendment pursuant to Paragraph 8.1 (Amendments and Changes).
- 6) The County 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 Reserved

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.

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 change as they occur.

7.2 Contractor's Project Director

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

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

7.3 Approval of Contractor's Staff

County has the absolute right (which must be exercised reasonably) 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

7.4.1 Where Contractor's staff is coming onsite to County's location(s), Contractor must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4.2 Contractor staff shall not be assigned to County facilities.

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 if the member of Contractor's staff passes or fails the background investigation.

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

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

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

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

7.6 Confidentiality

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

- 7.6.2** Reserved
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Reserved
- 7.6.6** Reserved
- 7.6.7** Contractor shall notify County of any third party attempt to obtain confidential records through the legal process.
- 7.6.8** Contractor agrees to notify County in writing within 48 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Sub-Contractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.9** Subject to the limitations contained in Section 8.23.2, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractor's, to comply with this Paragraph 7.6 (Confidentiality). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6.9 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County, which such approval may not be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its reasonable judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for reasonable costs and expenses incurred by County in doing so (subject to the limits set forth in Section 8.23.2). Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval, which

may not be unreasonably withheld.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Changes

- 8.1.1** For any change which affects the scope of work, Contract Term, Total Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to propose changes to such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of DCFS or designee.
- 8.1.3** The Director of DCFS or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Director of DCFS, or designee.
- 8.1.4** For any other changes which do not have an effect on the scope of work, period of performance, payments, or which does not alter any term or condition included in this Contract, a Change Notice shall be prepared by County, and executed by Contractor and County Project Manager or designee.
- 8.1.5** For any change not covered by Paragraph 8.1.1 or 8.1.2, an Amendment to this Contract shall be prepared by County, signed by Contractor, and executed by County as authorized by the County's Board of Supervisors.

8.2 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 right to termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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 two sentences, 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 formal user complaints with respect to the services.

8.5.1 Within 10 business days after Contract effective date, the Contractor

must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

- 8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes, which such approval may not be unreasonably withheld.
- 8.5.3** If the County requests reasonable changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to materially change the Contractor's procedures accounted for in this Paragraph 8.5, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses must be sent to the County's Project Manager within 10 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, both parties 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** Subject to the limitations contained in Paragraph 8.23.2, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party 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. 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, which such approval may not be unreasonably withheld. 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 reasonable judgment, County will be entitled to retain its

own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all reasonable costs and expenses incurred by County in doing so, subject to the limitations contained in Paragraph 8.23.2. 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, which may not be unreasonably withheld.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees

received for jury service.

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

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) 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@dps.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 To the extent Contractor is not otherwise conflicted by other of its agreements with customers and/or applicable law, in the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

- Federal: <http://www.sam.gov>

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

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

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County reasonably 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 Reserved

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 Subject to the limitations set forth in Paragraph 8.23.2, 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 Changes) 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, subject to the limitations contained in Paragraph 8.23.2, must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on

behalf of the Contractor.

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 Indemnification and Limitation of Liability

8.23.1 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.

8.23.2 To the fullest extent permitted under applicable law, and except with respect to the claims resulting from Contractor's negligence, gross negligence or willful misconduct resulting in bodily or personal injury, Contractor's indemnification obligations hereunder, Contractor's breach of its confidentiality, security, and privacy obligations, and Contractor's violation of applicable law, which will not exceed five (5) times the Total Contract Sum, in no event will Contractor's liability arising out of or related to this Contract exceed three (3) times the Total Contract Sum. Further, notwithstanding anything to the contrary or otherwise, in no event will Contractor or County have any liability for any indirect, incidental, special, or consequential damages arising out of or related to this Contract (including, without limitation, for lost profits, data or other business opportunities), however caused and on any theory of liability, whether for breach of contract, tort (including negligence) or otherwise.

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 coverage 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 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

ContractorInsurance@dcfs.lacounty.gov

and the Contract Analyst

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

BUSINESS NAME_PROGRAM NAME_CERTIFICATE OF INSURANCE

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

- Contractor also must promptly report to County any injury or

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Change in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation of 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. Failure to provide written notice of cancellation in Required Insurance which results uncured for thirty (30) days may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

1) Reserved

2) Professional Liability/Errors and Omissions

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

3) Cyber (Privacy/Network Security) Liability

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$3 million 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 shall 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, shall 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 reasonable 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, reasonably 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 10 days, unless County agrees otherwise. 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 portions applicable to the deficiency of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, 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) if thirty (30) days after the initial notice to the Contractor of the deficiencies and Contractor has not cured 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 Paragraph 8.26.1, 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 reasonably related to the requirements set forth in this Paragraph 8.28 during regular business hours (provided County provides no less than 72 hours prior notice to Contractor) to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.

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

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within five (5) 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 Reserved.

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 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, provided that the County will give Contractor prior written notice of such compelled disclosure and reasonable assistance, at Contractor's cost, if the Contractor wishes to contest the disclosure.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees (subject to the limitations contained in Paragraph 8.23.2) 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 bids and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. Where such material is maintained by the Contractor at a location 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, provided that such inspection is pursuant to a suspected breach of the terms of this Contract and provided that the County provides no less than 72 hours notice of such inspection.

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, provided that Contractor is afforded an opportunity to contest disclosure of the contents of such audit on the grounds of protecting its confidential information and/or trade secrets. Subject to

applicable law, the County will make reasonable efforts to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 will constitute a material breach of this Contract and where such breach remains uncured for thirty (30) days, 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. The County approves of _____ as a subcontractor providing Hosted Services under the Agreement.

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 Subject to the limitations contained in Paragraph 8.23.2, the Contractor must indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor

employees.

- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Project Manager listed in Exhibit E (Contractor's Administration), before any Subcontractor employee may perform any work hereunder.
- 8.40.9** Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Project Manager all the following documents:
- An executed Exhibit F-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
 - Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage, of this Contract, and
 - The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 8.40.10** Contractor shall provide County Project Manager with copies of all

executed subcontracts after County Project Manager's approval.

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

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

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

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

8.42 Termination for Convenience

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the reasonable 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 and fails to cure within the timeframe required by the County's Project Director; 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 Reserved

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

8.43.4 Reserved

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or

extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's

Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Reserved.

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Business Associate – Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

The County is subject to the Administrative Simplification requirements and prohibitions of the [Health Insurance Portability and Accountability Act of 1996](#), Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected

Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

9.2 Additional Information Technology (IT) Provisions and Information Security and Privacy Provisions

Contractor will also comply with the additional contract requirements set forth in Exhibit C (Additional IT Provisions) and Exhibit K (Information Security and Privacy Requirements).

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 Subject to the limitations contained in Paragraph 8.23, the Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract (provided that such utilization is in accordance with the terms of the Contract, not modified or combined with any third party products and/or services). County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

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

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

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

9.4 Reserved

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 Reserved

9.7 Reserved

9.8 Reserved

9.9 Reserved

9.10 Reserved

9.11 Reserved

9.12 Compliance with County’s Women in Technology Hiring Initiative

At the direction of the Board, the County has established a “Women in Technology” (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.13 Child Abuse Prevention Reporting

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

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

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

9.13.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required

to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

9.14 Community Business Enterprises (CBE) Program

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

9.15 Conduct of Program

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

9.16 Contract Accounting and Financial Reporting

9.16.1 Contractor shall establish and maintain an accounting system including internal controls and financial reporting, and shall complete annual audited or reviewed financial statements for each of the Contractor's Fiscal years prepared by a qualified Certified Public Accountant in accordance with generally accepted accounting principals, and shall submit a complete copy of those financial statements (including any Management Letters and Corrective Action Plan based on any finding or Auditor recommendations to the County within 30 days of completion.

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

9.16.3 Contractor shall complete and provide Audited Financial Statement and Single Audit Reports/ Annual Reports for each of its Fiscal Years completed and prepared by an Independent Certified Public Accountant to the Generally Accepted Accounting Procedures, to be submitted to the County of Los Angeles (DCFS) within 120 days of the end of the Contractor's Fiscal Year.

9.16.4 Contractor shall submit to County a true and correct and complete copy of its Internal Revenue Service (IRS) and Employment Development Department (EDD) Account Transcripts showing each of its quarterly IRS Form 941 and EDD Form DE-9 filings (hereafter "IRS and EDD

Transcripts"). Contractor shall submit its IRS and EDD Transcripts in a timely fashion, as set forth in this Contract, and time shall be of the essence with regard to the submission of the IRS and EDD Transcripts to the County.

- 9.16.5** Contractor shall submit to the County its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the first and second quarters of the calendar year, not later than September 30, of the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 9.16.6** Contractor shall submit to the County its IRS and EDD Transcripts which includes its IRS Form 941 and EDD Form DE-9 filings, filed during the third and fourth quarters of the calendar year, not later than March 31, of the year immediately following the year in which the IRS Form 941 and EDD Form DE-9 were filed.
- 9.16.7** In the event Contractor does not file the IRS Form 941 and EDD Form DE-9 during a quarter, Contractor shall submit to the County, in addition to the transcripts and true and correct copy of its Internal Revenue Service Verification of Nonfiling ("IRS VN") and Employment Development Department Employer Account Statement ("DE-2176").
- 9.16.8** Contractor shall submit its IRS and EDD Transcripts, and any IRS VN and EDD DE-2176 by email, to the email addressed as set forth below:
Department of Children and Family Services
Contract Compliance Division
Fiscal Compliance Section
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov
- 9.16.9** Contractor and County agree that each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the County, or which should have been submitted by Contractor to the County pursuant to the terms of this Contract, is incorporated by reference into this Contract and the parties shall not assert that any such document constitutes parole evidence.
- 9.16.10** Contractor and County agree that the copies of each and every IRS and EDD Transcript and IRS VN and EDD DE-2176 submitted to the County pursuant to the terms of this Contract shall become the property of the County.
- 9.16.11** Contractor understands and acknowledges that all documents submitted pursuant to this paragraph are subject to the provisions of this Contract pertaining to the California Public Records Act.
- 9.16.12** Contractor and County agree that a blanket statement of exemption, confidentiality or the marking of each page of an IRS Transcript and EDD Transcript or IRS VN and EDD DE-2176 as exempt or confidential shall not be sufficient to exempt the IRS and EDD Transcripts, IRS VN and EDD DE-2176, or any portion thereof, from disclosure by the County.

The Contractor must specifically label only those portions of the IRS and EDD Transcripts or IRS VN and EDD DE-2176 which are exempt from disclosure pursuant to the California Public Records Act and provide a citation to the legal authorities which render the portion exempt from disclosure.

Department of Children and Family Services
Contract Compliance Division
Fiscal Compliance Section
Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

- 9.16.13** All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200.

9.17 Contractor Alert Reporting Database (CARD)

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

9.18 Contractor's Work

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

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

9.19 Employee Benefits and Taxes

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

- 9.19.2** County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

9.20 Reserved.

9.21 Fixed Assets

Title to all fixed assets purchased with County funds designated by the County for that purpose under this Contract shall remain with County. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by Contractor during the term of this Contract. Contractor shall

provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to County upon County's written request. Contractor shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

9.22 Former Foster Youth Consideration

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

County of Los Angeles
Department of Children and Family Services
Attention: Youth Development Services Division
1933 S. Broadway Street, Suite 600
Los Angeles, CA 90007
Email: BushM@dcfs.lacounty.gov

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

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

9.23 Mandatory Requirement to Register on County's WebVen

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

9.24 Proprietary Rights

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

following is not material, data and information developed under and/or used in connection with the Contract such that it becomes County property: (1) Contractor's Licensing Module and/or any other parts of Contractor's software as a service platform, including all updates thereto and all aggregated and de-identified information that Contractor's systems or applications automatically collect regarding the platform and/or its use and/or performance (including, without limitation, deidentified County data that does not, and cannot reasonably be used to, identify County or any individual ("Usage Data"); (2) recommended changes to the Contractor platform, including without limitation, for new features or functionality relating thereto, any comments, suggestions, or questions or the like ("Feedback"). With respect to Usage Data, Contractor may use it in accordance with and to the extent permitted by applicable law. With respect to Feedback, County hereby assigns to Contractor on County's behalf (and on behalf of its employees, contractors and/or agents) all right, title and interest in and to the Feedback.

- 9.24.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Paragraph. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 9.24.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 9.24.4** County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Paragraph 8.36. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.

- 9.24.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Paragraph 9.24.4 for:
- 9.24.5.1** Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Paragraph 9.24.2;
 - 9.24.5.2** Any materials, data and information covered under Paragraph 9.24.3; and
 - 9.24.5.3** Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 9.24.6** Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 9.24.7** Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.
- 9.24.8** As between the parties, County owns all data, information and other materials submitted to the platform (including the Licensing Module) or to Contractor by County or its authorized users (including its end users) (collectively, "County Data"). County represents and warrants that (i) it either owns the County Data or is otherwise permitted to grant the license set forth in this Paragraph; (ii) the posting and use of County Data on or through the platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; (iii) the posting of County Data on the platform does not result in a breach of contract between County and any third party; and (iv) has (and will have for the Term) the requisite rights to exchange or transmit such County Data, including any protected health information contained therein. County hereby grants to Contractor a non-exclusive and non-transferable license to use and host the County Data to perform its obligations under the Contract. Contractor is not responsible for the content of any County Data or the way County or its authorized users chose to use the platform or store or process any County Data.
- 9.24.9** The provisions of Paragraphs 9.24.1, 9.24.2, and 9.24.3 shall survive the expiration or termination of this Contract.

9.25 Shred Document

- 9.25.1** Contractor shall ensure that all confidential documents and papers, as

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

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

9.26 Use of Funds

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

9.27 Warranty Against Exclusion, Debarment or Suspension

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

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

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

- 9.28.1.1** Stored Data. Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part1: General (Revision3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption

Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

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

9.28.1.3 Certification. The County shall receive within thirty (30) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.29 Mandatory Requirement to Register on Federal System for Award Management

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

9.30 Americans with Disabilities Act (ADA)

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

9.31 Records and Investigations

- 9.31.1** All use of funds must be in compliance with 2 Code of Federal Regulations (2 CFR) 1.100 title 1, part 1, section 100 or in 2 CFR Part 200, and as in the California Welfare and Institutions Code and in the current version of the California Manual of Policies and Procedures.
- 9.31.2** The Contractor shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook, Exhibit N-1.
- 9.31.3** The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 9.31.4** The County retains the right to inspect, monitor, and conduct investigations of Contractor's program/fiscal operations, performance and contract compliance without prior notice to Contractor seven days a week, 24 hours a day. Unannounced audits, monitoring, interviews with children and investigations may occur without prior notice when County, in its sole discretion, deems it necessary. Contractor will be given reasonable prior notice of routine audits, monitoring, and inspections. Contractor agrees that County, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract.

9.32 Federal Award Identification

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

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

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents Paragraph 2.0	Definitions
Paragraph 3.0	Work	
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract	
Paragraph 7.6	Confidentiality	
Paragraph 8.1	Amendments	
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions	
Paragraph 8.6.2		
Paragraph 8.17.2		
Paragraph 8.19	Fair Labor Standards	
Paragraph 8.20	Force Majeure	
Paragraph 8.21	Governing Law, Jurisdiction, and Venue	
Paragraph 8.23	Indemnification and Limitation of Liability	
Paragraph 8.24	General Provisions for all Insurance Coverage	
Paragraph 8.25	Insurance Coverage	
Paragraph 8.26	Liquidated Damages Paragraph 8.34	Notices
Paragraph 8.36.2		
Paragraph 8.38	Record Retention and Inspection-Audit Settlement	
Paragraph 8.40.3		
Paragraph 8.42	Termination for Convenience	
Paragraph 8.43	Termination for Default Paragraph 8.48	Validity
Paragraph 8.49	Waiver	
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)	
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification	
Paragraph 10.0	Survival	

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESOURCE FAMILY APPROVAL TRACKING
LICENSING MODULE
CONTRACT NUMBER: XX-XXXX**

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

COUNTY OF LOS ANGELES

CONTRACTOR
BINTI INC.
Name of Agency

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

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel

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

**RESOURCE FAMILY APPROVAL TRACKING
LICENSING MODULE**

STATEMENT OF WORK



_____ 2026

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1** The Binti, Inc. (CONTRACTOR) Resource Family Approval Tracking (RFAT) System, this product (as further defined in the Contract, the “Licensing Module”) will comply with the Specifications as provided within this Statement of Work (SOW) and otherwise in the Contract. Where additional procedures and written guidelines issued by the California Department of Social Services (CDSS) require that COUNTY of Los Angeles (COUNTY) meet different requirements, COUNTY shall relay such requirements to the CONTRACTOR in writing. The COUNTY and CONTRACTOR will evaluate and determine whether such requirements fall into the scope of this Contract or whether it will require an amendment to this SOW pursuant to the Contract, Paragraph 8.1, Amendments and Changes.
- 1.2** The scope of work for the Licensing Module for COUNTY contracted non-profits operating Foster Family Agency programs (non-profits operating Foster Family Agency programs are referred to throughout as FFAs, each an FFA) includes all aspects of development, execution, implementation, and technical support, subject to the provisions and requirements set forth in this SOW. This support is aimed at both current and prospective FFA Certified Resource Family Approval (RFA) applicants, contingent on the FFAs and COUNTY reasonably cooperating with the CONTRACTOR as is necessary for CONTRACTOR to perform its obligations under this SOW. This cooperation involves sharing necessary data in the format reasonably required by the CONTRACTOR, providing applicable RFA requirements, and facilitating communication with staff and FFAs regarding the implementation process.
- 1.3** COUNTY will manage COUNTY Approved Users using the user management features in the System during the Contract Term, not to exceed 60 non-profit organizations operating Foster Family Agency programs.
- 1.4** All COUNTY internal Users are covered by this Contract as well as consultants, contractors, subcontracts, and FFAs and their Users.
- 1.5** All written Deliverables as described in Section 7.0, Specific Work Requirements of this SOW, must be provided using standard tools such as Adobe Acrobat, Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Visio, and Microsoft Project. Any exceptions must be approved by COUNTY. CONTRACTOR shall perform, complete, and deliver all Services, however denoted, as set forth in this Statement of Work. Unless otherwise specified as an obligation of COUNTY, CONTRACTOR shall perform all tasks and subtasks and provide all Deliverables as defined herein. A Deliverable shall only be deemed complete upon COUNTY’s approval and acceptance.
- 1.6** All Deliverables shall include a Work Acceptance Certificate as attached in Exhibit A-4, Work Acceptance Certificate, which must be approved by the COUNTY

Project Director, as evidenced by their signature, before the Deliverable is determined to be completed. COUNTY requires a minimum of up to 10 Business Days to review each Deliverable, with a corresponding resolution period of up to 10 Business Days for CONTRACTOR to correct any deficiencies or noted noncompliance in the Deliverable.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** Requirements shall be delivered remotely, including ongoing technical support for resource family applicants, FFA staff, and COUNTY staff.
- 2.2** All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

3.0 QUALITY CONTROL

The CONTRACTOR must develop and utilize a comprehensive Quality Control Plan (QCP) to ensure the COUNTY receives a consistently high level of service throughout the Contract Term. The QCP must be submitted to the COUNTY's Program Monitor for review. The QCP must include, but may not be limited to the following:

- 3.1** Method of internal compliance performance monitoring to ensure that Contract required Deliverables are timely met.
- 3.2** A record of all inspections, reviews, or audits 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.

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, COUNTY's Quality Assurance Plan and this Contract.

4.1 Project Meetings

The CONTRACTOR is required to attend scheduled meetings, which will start as weekly, and the timing and frequency may change upon written notice by COUNTY Project Manager.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the COUNTY's Program Monitor 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.

The COUNTY's Program Monitor will determine whether a formal Contract Discrepancy Report (CDR), Exhibit A-1, will be issued to the CONTRACTOR. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY's Program Monitor within 5 business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Exhibit A-1 must be submitted to the COUNTY's Program Monitor within 10 business days of receipt of the Exhibit A-1.

4.3 COUNTY Observations

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.

5.0 DEFINITIONS

Terms that are used in this SOW are defined in the Contract, Paragraph 2.0, Definitions.

6.0 RESPONSIBILITIES

The COUNTY's and the CONTRACTOR's responsibilities are defined in the Contract, Paragraphs 6.0, Administration of Contract – COUNTY and 7.0, Administration of Contract – CONTRACTOR.

6.1 Furnished Items

6.1.1 For CONTRACTOR to provide the services herein and the Deliverables listed in Section 7.0, Specific Work Requirements of this SOW, COUNTY and FFAs shall cooperate and provide the information and materials reasonably requested by CONTRACTOR, including ensuring that the FFAs engage in the processes and work described in Section 7.0, Specific Work Requirements of this SOW. Any delay caused by failure or delay by the COUNTY and FFAs to engage in the process, which are not attributable to CONTRACTOR or caused by CONTRACTOR's acts or omissions shall not be considered a breach of this Contract.

6.2 Materials and Equipment

6.2.1 The purchase of all materials/equipment to provide the needed Services is the responsibility of the CONTRACTOR. The CONTRACTOR must use materials and equipment that are safe for the environment and safe for use by the employee.

6.3 CONTRACTOR Staff Training

6.3.1 The CONTRACTOR must provide training programs for all CONTRACTOR's new employees and continuing in-service training for all the CONTRACTOR staff.

6.3.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.0 SPECIFIC WORK REQUIREMENTS

The CONTRACTOR will implement the System for two (2) cohorts of FFAs of up to twenty-one (21) FFAs per cohort (each a "Cohort," collectively the "Cohorts"). Where applicable, CONTRACTOR must complete tasks and deliverables for each Cohort, as shown in Exhibit B (Pricing Schedule). If there are additional FFAs that come on board with the COUNTY following Final System Acceptance up to a total of sixty (60) FFAs including those in the two (2) initial Cohorts, CONTRACTOR will onboard those FFAs to use the System at no additional cost to the County.

The CONTRACTOR must submit for review and approval the Project Plan to the COUNTY's Project Director prior to starting work. The Project Plan must be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.

The CONTRACTOR must submit revisions to the Project Plan, including but not limited to revised schedules when actual performance differs substantially from the approved planned performance. Those revisions must be submitted to the COUNTY's Project Manager for review and approval within 10 calendar days prior to the scheduled time for work.

7.1 Task 1 – Kick-Off Meeting and Preparation of Project Plan

7.1.1 Task 1 - Deliverable 1 – Kick-Off Meeting

The CONTRACTOR and the COUNTY's Project Manager will arrange and conduct a Kick-Off meeting with the identified staff to participate within 7 Business Days after the Effective Date of this Contract. The Kick- Off meeting agenda must be approved by the COUNTY's Project Manager prior to holding the meeting. The CONTRACTOR shall record notes of the Kick-Off meeting and submit Kick-Off meeting minutes to the COUNTY's Project Manager for review and approval.

7.1.2 Task 1 - Deliverable 2 – Project Plan

7.1.2.1 The CONTRACTOR will complete and deliver the Project Plan to the COUNTY's Project Director for COUNTY's review

and approval within 14 Business Days after the effective date of this Contract. The Project Plan will include the following:

- 1) The approach for performing the work, including the environments, data, change control and configured workflows and software application set up (configuration management).
- 2) The schedule with timelines for tasks and Deliverables.
- 3) The schedule with timelines for subtasks, activities, phases, and resources, including all outside resources and all COUNTY resources required to complete all work outlined in this SOW.
- 4) The CONTRACTOR due dates for tasks and Deliverables.
- 5) Demonstrate a complete sequence of tasks, phases and events from the effective date of the Contract to project completion.
- 6) CONTRACTOR shall make updates to the Project Plan on a weekly basis, as needed, as this project evolves, the timing for the Project Plan updates can be adjusted by written notice from the COUNTY Project Manager.

7.1.3 Task 1 – Deliverable 3 – Status Meetings and Reports

Through Final System Acceptance, CONTRACTOR will provide weekly written status reports to the COUNTY one (1) Business Day before each weekly status meeting described below in this task, and containing items to be discussed at the meeting. If the meeting schedule is changed off a defined cadence, Contractor will make reasonable efforts to ensure the report is complete the day before including:

- Tasks completed for the period.
- Tasks planned but not completed for the period.
- Tasks planned for the next period.
- Upcoming COUNTY resource needs (90-day forecast)
- Issues
- Risks
- Decision Requests

Through Final System Acceptance, CONTRACTOR shall attend weekly status meetings and shall prepare and submit to COUNTY meeting minutes of each such meeting.

7.1.4 Task 1 - Deliverable 4 – FFA Engagement Plan

CONTRACTOR will prepare and deliver to COUNTY the FFA Engagement Plan, which will include the following:

(i) The CONTRACTOR plan to host a series of informational sessions for FFAs to introduce the CONTRACTOR, review project timeline, set expectations and delineate necessary FFA deliverables.

(ii) The CONTRACTOR plan to gather initial onboarding information and configuration choices for FFAs during the implementation period.

(iii) The CONTRACTOR plan to establish cohorts to Go-Live for launch and assign launch schedules.

(iv) The CONTRACTOR plan to define project management oversight of FFA system between CONTRACTOR and the Department; and

(v) The CONTRACTOR plan to engage with the COUNTY to ensure FFAs engage in this process and work.

Following approval by COUNTY, CONTRACTOR will execute the FFA Engagement Plan. COUNTY and CONTRACTOR will mutually agree on adjustments to the Project Plan, FFA Engagement Plan, and/or Cohorts to reflect any delay caused by an FFA's non-responsiveness.

7.2 Task 2 - Review, Analysis & Preparation of System Requirements

The CONTRACTOR will review and analyze COUNTY's requirements below in this Task 2, and any additional needed requirements, and prepare the System Requirements Document (SRD), Exhibit A-5 for the COUNTY's review. Without limiting the COUNTY's requirements, the compiled SRD will include but not be limited to the Digital Accessibility Requirements set forth in Exhibit A-2 and the Security Requirements referenced in Task 10. The Exhibit A-5 will demonstrate how the CONTRACTOR will configure the Licensing Module to meet and deliver to the COUNTY's requirements. The Exhibit A-5 will demonstrate the build out of the menu of configuration options to include up to 3 standardized template options for the individual FFAs to select and personalize. The Exhibit A-5 will also detail all the form customizations and requirement configurations.

The CONTRACTOR will conduct sessions or workshops with stakeholders, selected FFAs, and key selected users to review, validate, and refine the requirements below.

For the existing tracks within the Licensing Module, the CONTRACTOR will provide customization for up to 60 FFAs (across all templates) for inclusion within the Licensing Module on a timeline to be mutually agreed to by the CONTRACTOR and COUNTY following the FFAs providing the forms and required information, provided that such customization work does not exceed 80 hours in the first 12 month period following the effective date of the Contract and 10 hours annually for every year of the contract term thereafter. Any customization work requested in excess of the hours may be acquired by COUNTY as Optional Work under the Contract.

7.2.1 Task 2 - Deliverable 1 – RFA Online Application

The Licensing Module will incorporate the following requirements below:

- 7.2.1.1** Enable prospective applicants to submit applications and other forms through an online platform.
- 7.2.1.2** Enable prospective applicants to submit references and contact information through an online interface.
- 7.2.1.3** Enable prospective applicants to submit supplementary documents and training certificates through an online interface.
- 7.2.1.4** Automate the processing of forms and incorporate eSignatures for RFA documents. The eSignatures shall include an authentication methodology, including but not limited to a date and time stamp.
- 7.2.1.5** Ensure that the Online Application process is accessible in both English and Spanish, providing pertinent links to state-translated RFA forms.
- 7.2.1.6** The CONTRACTOR will assume responsibility for updating RFA requirements as they are made available by the California Department of Social Services (CDSS) and the COUNTY including forms in Spanish.
- 7.2.1.7** The CONTRACTOR will provide each FFA with up to 60 configured requirements that are standardized for use across the FFAs with the ability to do individualized requirements for each FFA up to five per FFA.
- 7.2.1.8** Where FFAs have individualized requirements, such FFA may submit such requirements in writing to the CONTRACTOR and the CONTRACTOR in consultation with the COUNTY Project Manager will determine if the requested accommodation can be made.
- 7.2.1.9** Optimize the application for mobile usage.

7.2.1.10 Ensure compliance with the Americans with Disabilities Act (ADA) standards as specified in Exhibit A-2 for any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, as well as compliance with all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the Web Content Accessibility Guidelines (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

7.2.1.11 Implement email alerts (at the FFA level) to notify applicants or references about the following:

- 1) The need to complete applications, reference forms, and other required documents.
- 2) Dispatch notifications based on requested frequencies and in accordance with state and/or COUNTY timelines to remind applicants of application status.
- 3) Mass email alerts functionalities to send out emergency emails as needed.

7.2.2 Task 2 - Deliverable 2 – Recruitment Features

The Licensing Module will incorporate the following requirements below:

7.2.2.1 Support online inquiries for online and in-person orientation.

- 1) Allow prospective applicants to sign up on for orientation on their own via a unique URL for each FFA.
- 2) Display information to prospective applicants about the process they are about to face and any contact information from FFA.

7.2.2.2 Support online orientation.

- 1) Allow embedding of online orientation video in English or in Spanish.
- 2) Ability for applicants to be linked to a separate place (e.g., third party website) to complete the orientation online.

- 3) Ability to prevent applicants from continuing their application without completing orientation online or in-person.

7.2.2.3 Tracking of recruitment efforts must include the following fields: First Name, Last Name, Birthdate, Gender, Ethnicity, Primary Language, Address, Phone Number, Email Address, Referral Source, Marital Status, interested in (age, gender, sibling group, special needs), interested in adoption or fostering, maximum capacity for a given venue, address of the venue (provided that a form with these data elements will be provided to CONTRACTOR) and other pertinent fields as determined by FFA Administrators. All fields will be made standardized and made available to all FFAs.

7.2.2.4 Prospective applicants will be prompted to complete a survey to document their orientation experience and to identify if they completed an in-person, on-line, or other orientation.

- 1) Ask new prospective applicants how they heard about the FFA from drop-down set of reasons so they can track impact of the recruiting effort.

7.2.2.5 Functionally to capture attendance status for on-line and in-person orientations.

7.2.3 Task 2 - Deliverable 3 – RFA Intake Request Features

The Licensing Module will incorporate the following requirements below:

7.2.3.1 Must develop RFA Intake Request workflow for FFA staff to submit potential caregivers for RFA processing with the ability to complete online and e-signature.

7.2.3.2 Ability to search, using multiple filters, for example applicant's address, email address and/or Date of Birth (DOB) as to minimize duplication of homes results.

7.2.3.3 Tracking of the following RFA applicant requirements. The documents listed herein are included in and subject to the 60 configuration requirement limitation set forth in Section 7.2.1, RFA Online Application.

- 1) Application information.
- 2) Identify and track Documented Alternative Plans (DAP) for approvals and Corrective Action Plans (CAP) for renewals and how they are resolved via optional forms in Agency Forms, as applicable.

- 3) Incorporate the assignment and tracking of background checks with the ability to track all background and clearance results for adults who reside in or are regularly present in a current or prospective RFA home. Background checks will be completed with the Department of Motor Vehicles, Licensing Information System (LIS), Administrative Action Records System (AARS), criminal record exemption, Out-Of-State Disclosure, Criminal Record Statement, Child Abuse Central Index, assessment of all substantiated allegations of child abuse and severe neglect pursuant to Health and Safety Code section 1522.1, arrest or conviction records from any law enforcement agency pursuant to Health and Safety Code section 1517(g), and Megan’s Law registered sex offender check.
- 4) Written Report.
- 5) Document activities such as Applicant Data, Application Status Update, Case Notes (collectively referred to as “Actions”).
- 6) Supportive services and resources provided to homes, provided that the FFA opts-in to use of this functionality.

7.2.3.4 Automate forms and eSignatures with date and timestamp of RFA documents.

- 1) Allows the uploading of supporting documents.

7.2.3.5 Email alerts based on requested frequencies and state and/or COUNTY timeframes, to notify RFA caregivers.

7.2.3.6 Ability to monitor the progress and the results of applicant information, including email alert notifications to assigned FFA staff for the completion of individual documents.

7.2.4 Task 2 - Deliverable 4 – Training Features

The Licensing Module will incorporate the following requirements below:

7.2.4.1 Allow FFA Administrators to create required Trainings by a process defined by the CONTRACTOR staff who will add it for them.

7.2.4.2 Allow FFA staff to access the system to track and confirm attendance of trainees.

- 7.2.4.3** Allow FFA staff to track and monitor progress of Pre/Post/On-going/optional training.
- 7.2.4.4** Allow FFA staff ability to upload and track training certificates and supporting documents online.
- 7.2.4.5** Allow FFA staff ability to track upcoming annual training renewals via a user-friendly dashboard.
- 7.2.4.6** Allow FFA staff ability to track annual training due dates separately from annual renewal due dates in the case that there is a renewal part-way through the year (due to new adults moving in the home or change of address).

7.2.5 Task 2 - Deliverable 5 - Approval Features

The Licensing Module will incorporate the following requirements below:

- 7.2.5.1** Ability to search, using multiple filters such as an applicant's name, email address, and/or DOB to minimize the duplication of results as well as enhanced view allowing FFA staff to see when applicants are potential duplicates based on assessed data in Licensing Module, such as email address, address, or phone number.
- 7.2.5.2** Ability for a record of a resource family to be transferred from one FFA to another FFA Agency and vice versa through a portability process.
- 7.2.5.3** Must have built-in workflows for tracking FFA staff assignments including historical audit trails of assignments, home assessments, and approval process including status changes.
- 7.2.5.4** Allows the ability to assign and re-assign FFA staff to an RFA applicant record.
- 7.2.5.5** Allow other FFA staff to access and view of forms or other activities.
- 7.2.5.6** Allow the tracking of the below RFA applicant's requirements. The documents listed herein are included in and subject to the 60 configuration requirement limitation set forth in Section 7.2.1, RFA Online Application.
 - 1)** Application submission.
 - 2)** Includes ability to document Home Environment Corrections (HEC), Documented Alternative Plans (DAP) and how they are resolved via optional Agency Forms.

- 3) Background check and any exemptions for adults who reside in or are regularly present in a current or prospective RFA home.
- 4) Written Report.
- 5) Document activities.
- 6) Capture Supportive services and resources provided to homes via Support Services case notes, provided that the FFA opts-in to use of this functionality.

7.2.5.7 Provide a mandatory upload of the Child Welfare History Review Results with the results from the COUNTY information provided by Out-of-Home Care Management Division Quality Assurance Section (OHCMD-QAS), indicating in the FFA Resource Family Home is approved or not recommended as a LA COUNTY placement resource.

7.2.5.8 Automate forms and eSignatures with date and timestamp of RFA documents.

7.2.5.9 Allow uploading of supporting documents.

7.2.5.10 Template email alerts (at the FFA level) to notify Resource Family caregivers, references and staff to:

- 1) Complete application, reference forms, and other documents.
- 2) Send out notifications to remind applicants of application status.
- 3) Follow-up visits.
- 4) Annual assessments of homes; and
- 5) Mass email alerts functionalities to send out emergency emails as needed.

7.2.6 Task 2 - Deliverable 6 – RFA Annual Updates And Support Services Features

The Licensing Module will incorporate the following requirements below:

7.2.6.1 Ability to search, identify, homes based on specific attributes, based on filters available in Licensing Module.

7.2.6.2 Ability to track FFA staff assignments, home reassessments, approval process and annual updates to approve or deny annual home assessments.

- 7.2.6.3 Allows the ability to assign and re-assign FFA staff to an RFA applicant record.
- 7.2.6.4 Allows other FFA staff access and view forms and other activities.
- 7.2.6.5 Allows the tracking of Resource Family applicant's documents:
 - 1) Application information.
 - 2) Home environment (Includes ability to document Corrective Action Plans (CAP) and Documented Alternative Plans (DAP) and how they are resolved) via optional Agency Forms.
 - 3) Background check and any exemptions, for adults who reside in or are regularly present in a current or prospective RFA home.
 - 4) Written Report.
 - 5) Actions (as defined above).
 - 6) Capture Supportive services and resources provided to homes via Support Services case notes, provided that the FFA opts-in to use of this functionality.
- 7.2.6.6 Automate forms and eSignatures with date and timestamp of RFA documents.
- 7.2.6.7 Allows the uploading of supporting documents.
- 7.2.7 Task 2 - Deliverable 7 - Complaints and Investigation Features
 - 7.2.7.1 Allow the tracking of complaints against approved Resource Family Homes.
 - 7.2.7.2 Allow the tracking of corrective actions and administrative reviews and their outcomes regarding the reported complaints.
 - 7.2.7.3 Allow complaints to be assigned to FFA workers. It can be a different worker than is assigned to that family's application.
- 7.2.8 Task 2 - Deliverable 8 - Out of COUNTY Features
 - 7.2.8.1 Enable FFAs to indicate whether a Resource Family is approved by LA COUNTY, other counties, or not approved.
 - 7.2.8.2 Allow FFAs to tag if certain families have been approved by other counties for new applicants and to identify the COUNTY.

7.2.9 Task 2 - Deliverable 9 - RFA Intake and Approval Management Reports/Dashboards

CONTRACTOR will make available existing management reports that have the capability to drill down to the various levels such as at the COUNTY level through the individual FFA level. The CONTRACTOR will make available the reports included in the Reports/Dashboard requirements herein, in addition to standard reports available within the CONTRACTOR platform. Information will be in report form and/or dashboard view and will include the ability to designate timeframes.

- 7.2.9.1** Barriers to Approval Report plus (+) ability to flag when good causes are required on cases, ability for workers to good cause reasons, and for administrators to see reports on good cause reasons.
- 7.2.9.2** Recruiting Progress Report to track cohorts of people who are recruited to the FFA and what happens to them over time (approved, recruiting drop-out, withdrawn, denied, closed).
- 7.2.9.3** Conversions Processed - track number of conversions processed over time.
- 7.2.9.4** Utilization Report - tracking utilization of agency staff of the Licensing Module.
- 7.2.9.5** Family Map Report - map of all FFA resource families which can be filtered by status and worker assignment. COUNTY lines can be overlaid.
- 7.2.9.6** Status Changes Report - track number of status changes each month over time - approvals, recruiting drop-out, withdrawn, denied, closed.
- 7.2.9.7** Status Change Reasons Report - show report of why families drop out of the process so agency can learn from it (separate report for recruiting drop-out, withdrawn, denied, closed).
- 7.2.9.8** Time to Approval Report - show over time how many days to approval it takes to approve families (sub-reports for days since signed and days since placement).
- 7.2.9.9** California Quarterly Report RFA 181 - Generation of sections of the California Quarterly Report required by State of California.
- 7.2.9.10** Continual additions to csv report based on additional fields tracked for ad hoc reporting, as they are available in CONTRACTOR's data model.

7.2.10 Task 2 - Deliverable 10 - Remote Auditing and Alerts Response Features

The Licensing Module will incorporate the following requirements below:

7.2.10.1 Remote auditing - allow reviewers from the COUNTY and the State of California to remotely review applicable sections of case files of FFAs.

7.2.10.2 Mass email functionality.

- 1) Build ability to select families based on criteria defined by the CONTRACTOR (e.g., licensing status) in the Licensing Module and send bulk emails to Resource Families.
- 2) Ability to filter families by application status and language.
- 3) Ability to see preview of email before sending.

7.2.11 Task 2 - Deliverable 11 - DCFS Staff Features

The Licensing Module will incorporate the following requirements below:

7.2.11.1 The creation of a distinct user role for DCFS staff. (Read Only Access)

- 1) The CONTRACTOR will establish a feature enabling DCFS Staff to access all LA COUNTY Contracted FFA Certified Resource Family Homes and their associations with FFA Licenses. (Read Only Access).

7.2.11.2 Implementation of filters for DCFS Program staff, facilitating their oversight of homes they are responsible for. (Ability to see data pertaining to licensing statuses).

7.2.12 Task 2 - Deliverable 12 - Administrative Functionalities

The Licensing Module will incorporate the following requirements below:

7.2.12.1 Platform must have user FFA-level administrative ability to allow high level restricted users to add, activate and deactivate user accounts for different FFA Staff.

7.2.12.2 The Platform must have a secure login account with a user ID and password.

7.2.12.3 Role-based security must be included to allow multi-level user access.

7.2.13 Task 2 - Deliverable 13 - Data Management, Access, Validation, And Reconciliation

7.2.13.1 The CONTRACTOR will grant access to the database tables (as set forth in its API documentation) through the methods below. The CONTRACTOR will provide the COUNTY with available API end points and existing reporting within the CONTRACTOR's product.

- 1) Utilizing Comma-Separated Values (CSV) via Electronic File Transfer via API.
- 2) Web services/API for pulling data from CONTRACTOR database.
- 3) Where mutually agreed by the parties, web services/API to push data to CONTRACTOR's database. This does not include integration with a third-party system and/or with the COUNTY's system.

7.2.13.2 The CONTRACTOR must provide data exchange protocols to the COUNTY, allowing for the extraction of relevant data elements (provided such data elements are within scope of CONTRACTOR's current API capability) as determined by the COUNTY's Project Team and OHCMD-QAS Program Managers.

7.2.13.3 The CONTRACTOR must collaborate with the COUNTY's Project Team and OHCMD-QAS Program Managers to periodically review data.

7.2.14 Task 2 - Deliverable 14 – System Requirements Document

CONTRACTOR will conduct the required sessions or workshops with stakeholders, FFAs, and key users to review, validate, and refine the requirements above, and prepare an Exhibit A-5 for COUNTY's review and approval, as required by Task 2 – Deliverable 14. Upon acceptance by County, the System Requirements Document will automatically become part of the Specifications for the System for all purposes under the Contract, and will be incorporated by reference as Exhibit A-5 into the Contract.

7.3 Task 4 – Configure

The CONTRACTOR will configure the Licensing Module as specified in the Exhibit A-5 developed by CONTRACTOR and approved by COUNTY under Task 2. The CONTRACTOR will be responsible for setting up both a TEST and a PRODUCTION environment. The CONTRACTOR is expected to set up the appropriate security controls, backup and recovery processes, database tables, reporting software, data warehouse tools, database replication processes, business intelligence tools, portal tools, on-line help files, and any other

components necessary for production operation of the Licensing Module. The CONTRACTOR shall:

- 7.3.1** Configure the Licensing Module in accordance with the Exhibit A-5.
- 7.3.2** Document System key setup and/or configuration parameters/settings such as admin accounts/passwords.
- 7.3.3** Develop all necessary Licensing Module interfaces/integrations (mobile input screens, desktop input screens) and interfaces/integrations with existing key external systems, if any; and
- 7.3.4** Demonstrate validation of all required functionalities to the COUNTY.
- 7.3.5** Task 4 - Deliverable 1 – Configurations
CONTRACTOR is to configure the Licensing Module in accordance with the Exhibit A-5 for COUNTY's review and approval, where:
 - 7.3.5.1** Licensing Module is working and configured based on the Exhibit A-5 in the Test and Production environments; and
 - 7.3.5.2** All the necessary integrations Documentation has been prepared for review by the COUNTY.

7.4 Task 5 – Data Migration

The CONTRACTOR will prepare a Data Migration Plan for the COUNTY's review and approval and offer guidance to the COUNTY regarding the same. As part of Task 5, the Data Migration Plan will detail how CONTRACTOR will work with the COUNTY's Project Team to collaborate with the different cohorts of FFAs to perform data migration to onboard the FFAs onto the CONTRACTOR's Licensing Module. The FFAs will provide data in a .csv format for migration into the Licensing Modules based on and in accordance with CONTRACTOR's reasonable written instructions and requirements. Where the amount of or status of the data suggests complexity beyond what the CONTRACTOR considers to be a standard Data migration, the CONTRACTOR shall inform the FFA in writing and the deadline shall be extended by the number of days required to account for the complexity, as determined in the CONTRACTOR's reasonable discretion. Data migration shall not include migration of forms.

- 7.4.1** Task 5 - Deliverable 1 – Data Migration Plan
CONTRACTOR will prepare the Data Migration Plan for COUNTY's review and approval, as required by Task 5.
- 7.4.2** Task 5 - Deliverable 2 – Data Migration
Following the COUNTY's review and approval of the Data Migration Plan, the CONTRACTOR will implement the Data Migration Plan and

bring on FFA data to onboard the FFAs onto the Licensing Module, as required by Task 5.

7.5 Task 6 – Testing

Set up test environment and ensure test data is available in accordance with the Exhibit A-5 developed by CONTRACTOR and approved by COUNTY under Task 2.

7.5.1 Task 6 - Deliverable 1 – Testing Plan

The CONTRACTOR will prepare the Testing Plan for COUNTY's review and approval to include all agreed-upon tests to be performed by CONTRACTOR and well as scripts for User Acceptance Testing (UAT) to be performed by COUNTY (with assistance from CONTRACTOR), as required by Task 6.

7.5.2 Task 6 - Deliverable 2

Following the COUNTY's review and approval of the Testing Plan, CONTRACTOR will conduct all CONTRACTOR tests, assist the COUNTY with User Acceptance Testing (UAT), and remedy all deficiencies identified as a result of UAT before the Licensing Module can be fully deployed/Go-Live, as required by Task 6.

7.6 Task 7 – Training

CONTRACTOR will prepare a Training Plan for the COUNTY's review, which will include a copy of the training materials and curriculum. The Training Plan will detail the process and approach for training the Authorized Users for the Licensing Module. Following review and approval of the Training Plan by the COUNTY, and when requested by the COUNTY's Project Team in writing, the CONTRACTOR will provide up to 50 hours annually of training for use by all of the FFAs' Authorized Users and the COUNTY users during the Term of the contract. Any additional work to be performed by the CONTRACTOR beyond the hours allocated in this Task 7 may be acquired by COUNTY from CONTRACTOR as Optional Work under the Contract.

7.6.1 Task 7 - Deliverable 1 – Training Plan

CONTRACTOR will prepare the Training Plan for the COUNTY's review and approval, as required by Task 7.

7.6.2 Task 1 - Deliverable 2 – Training

Following the COUNTY's review and approval of the Training Plan, CONTRACTOR will implement and complete the training as required by Task 7.

7.7 Task 8 – Deployment and Go-Live

The CONTRACTOR shall schedule the Go-Live of the Licensing Module with the COUNTY's Project Manager following successful completion of CONTRACTOR tests and UAT Testing. The Go-Live of the Licensing Module is to be finalized when the COUNTY and the CONTRACTOR have an approved a date for Go-Live in the Project Plan. The Go-Live will include:

- 7.7.1 Preparing the production environment for the Go-Live.
- 7.7.2 Accessing correct data from appropriate source systems, if any.
- 7.7.3 Populating reference data into the Licensing Module.
- 7.7.4 Applying all configurations and preparing all required data, interfaces/integrations with external systems, if any.
- 7.7.5 Configuring all reports.
- 7.7.6 Establishing all appropriate User Accounts and Security Groups.
- 7.7.7 Verifying all components of the Licensing Module have been properly installed and configured.
- 7.7.8 Performing unit and system checks to ensure no meaningful errors or issues.
- 7.7.9 Performing a variety of functional checks to confirm that the Licensing Module works as configured and intended.
- 7.7.10 Correcting all deficiencies before Go-Live.
- 7.7.11 Providing Go-Live Report documenting the successful completion of task activities described above.

Following Go-Live, CONTRACTOR will monitor the Production Use of the System for the Licensed Module for at least 30 consecutive days following Go-Live and correct defects, performance, and business process issues of any kind that are identified or occur after Go-Live and before "Final System Acceptance." CONTRACTOR will achieve Final System Acceptance based on the following:

- 7.7.12 Successful completion of implementation and that CONTRACTOR has completed all work necessary for the Licensed Module to be available for Production Use by all Users.
- 7.7.13 Errors identified by CONTRACTOR or COUNTY have been corrected by CONTRACTOR in accordance with this SOW.
- 7.7.14 Corrections of such Errors have been approved by COUNTY's Project Director; and

7.7.15 Following COUNTY’s Project Director’s approval of all such corrections, the Licensing Module has performed for thirty (30) consecutive days in compliance with the Contract without further a Class 1 or Class 2 Event.

7.7.16 Task 8 – Deliverable 1 – Go-Live
 CONTRACTOR will complete and deliver to COUNTY all work required for Go-Live as required by Task 8.

7.7.17 Task 8 – Deliverable 2 – Final System Acceptance
 Following Go-Live, CONTRACTOR complete and deliver to COUNTY all work required in order to achieve Final System Acceptance, as required by Task 8.

7.8 Task 9 – Technical Support Requirements

CONTRACTOR will provide the COUNTY’s Project Manager with a telephone number and email address to contact the CONTRACTOR for technical support via telephone and email address. Technical support via telephone and email address must be available to the COUNTY’s Project Manager or designee from 7:00 AM – 6:00 PM Pacific time Monday through Friday during the Contract Term except for national holidays in the United States with the following response conditions:

CLASS	EVENT	EXPECTED RESOLUTION TIME GOAL
1	A complete loss of the System's functionality or the System's functionality is severely impaired and there is a major impact on users and minimal functionality available. In either case, no reasonable workable available.	4 hours or better
2	Functionality is impaired or degraded, or an important function is not available, and operations are materially impacted. There are time-sensitive issues that impact ongoing production. A temporary reasonable workaround may exist.	12 hours or better
3	Non-critical functionality is down or impaired. Does not have significant current production impact. Performance is degraded. A short to medium term work-around is available.	1 Day

CLASS	EVENT	EXPECTED RESOLUTION TIME GOAL
4	Any other problems or issues, including, without limitation, any general questions about the System's functionality that do not rise to Class 1, 2, or 3 Events.	3 Days or CONTRACTOR will work with COUNTY Project Managers on agreeable timeline for corrections or enhancements

7.8.1 Resolution

If CONTRACTOR has not resolved an Event within the targeted timeframe, then, upon the COUNTY's written request, CONTRACTOR and the COUNTY will discuss a resolution plan. From that point forward until the issue is resolved, the CONTRACTOR will notify the COUNTY's designated contact of the status of resolution at least once daily.

7.8.2 Scheduled Maintenance Downtime

The CONTRACTOR will schedule maintenance between the hours of 10:00 PM and 4:00 AM Pacific time. The CONTRACTOR will provide the COUNTY with reasonable advance written notice of scheduled downtime. The CONTRACTOR may access the Platform during the scheduled maintenance downtimes for maintenance purposes and implement updates, bug fixes and/or any other changes the CONTRACTOR deems necessary or advisable.

7.8.3 Task 9 – Deliverable 1 – Technical Support

The CONTRACTOR will provide technical support as required by Task 9.

7.9 Task 10 – Security Requirements

All parties agree to adhere to and follow all applicable laws and regulations pertaining to the confidentiality of records, including but not limited to the California Welfare and Institutions Code, sections 827 and 10850 et seq., California Education Code, section 4973 et seq., FERPA, (20 U.S.C. § 1232g), and 34 CFR Part 99 and the Information Security and Privacy protocols outlined in Exhibit K (Information Security and Privacy Requirements). This exhibit provides comprehensive guidance on confidentiality, data handling, and information protection. For the avoidance of doubt, any security requirements applicable to the System will be completed and delivered by CONTRACTOR and approved by COUNTY prior to Go-Live.

7.9.1 Task 10 – Deliverable 1 – Security Measures

CONTRACTOR will provide security measures and processes both as part of the System and on an on-going basis as required by Task 10.

8.0 GREEN INITIATIVES

CONTRACTOR must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. CONTRACTOR must notify COUNTY’s Project Manager of CONTRACTOR’s new green initiatives prior to Contract commencement.

Exhibit A-2

Digital Accessibility Requirements

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the Web Content Accessibility Guidelines (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines WCAG 2.1:** Version 2.1, developed by the W3C. eb Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.

- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines (**WCAG**) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. Websites and Web Applications

Websites and web applications must comply with the following requirements.

Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 WCAG 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 WCAG 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.

- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. Third-Party Applications

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. Exceptions

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
Example: Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
Example: An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
Example: Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
Example: A personalized benefits statement accessible only to a particular employee.

- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. Monitoring and Enforcement

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

WORK ACCEPTANCE CERTIFICATE

(Name and Address)		TRANSMITTAL DATE
ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM: _____ Contractor's Project Director (Signature Required)	TO: _____ County's Project Director Department of Children and Family Services	
Contractor hereby certifies to County that as of the date of this Work Acceptance Certificate, it has satisfied all conditions precedent in the Contract, including the Exhibits thereto, to the completion of the tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such tasks and Deliverables for County's approval of the work performed in connection with the achievement of such task. Contractor further represents and warrants that the work performed in respect of such tasks and Deliverables has been completed in accordance with the Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the tasks and Deliverables listed below.		
TASK DESCRIPTION (including task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

Distribution:
 Original – Financial Services
 Copy 1 - Contractor

Copy 2 - County's Project Director
 Copy 3 - DCFS' Master Contract File

**EXHIBIT B
PRICING SCHEDULE**

Fees to implement the System during year one (1) of the Term shall be invoiced and payable in installments aligned with the agreed upon Deliverable schedule set forth in the Implementation Fees chart below. Fees for providing Subscription Services during year one (1) of the Term shall be invoiced and payable in monthly installments in arrears commencing on the first month following Contractor's achievement of Final System Acceptance for the second cohort. Fees for providing Subscription Services during years two (2) and three (3) and six (6) month-to-month extensions of the Term if exercised by County in accordance with the Contract shall be invoiced monthly in arrears. Fees shall increase by five percent (5%) over the fees applicable in the immediately preceding Contract year as reflected in the Subscription Fees chart below.

IMPLEMENTATION FEES

Phase	Description, Task & Deliverables	Payment Allocation
<p>Phase 1: Project Initiation</p> <p><i>Related to SOW Sections: Tasks 1 & 2</i></p> <p>Target timeframe: Month 1</p>	<p>Contractor must complete, and County must approve, the following: initial Kickoff Meeting, establishment of recurring weekly status meetings with associated documentation, and Project Plan, FFA Engagement Plan, System Requirements Document, and System access to test environments, in accordance with the Statement of Work Task 1 – Kick-Off Meeting and Preparation of Project Plan (Deliverables 1-4), and Task 2 - Review, Analysis & Preparation of System Requirements (Deliverables 1-14).</p>	<p>\$277,000</p>
<p>Phase 2: Configuration & Readiness</p> <p><i>Related to SOW Sections: Tasks 4, 5, 6, & 7.</i></p> <p>Target timeframe:</p>	<p>Contractor must complete, and County must approve, configuration of the System in accordance with the Statement of Work Task 4 – Configure. The Contractor must also complete and deliver, and County must approve, Data Migration Plan (Task 5, Deliverable 1), Testing Plan (Task 6, Deliverable 1), and Training Plan (Task 7, Deliverable 1).</p>	<p>\$185,000</p>

Phase	Description, Task & Deliverables	Payment Allocation
Months 2-4		
<p>Phase 3: Go-Live for Cohort 1</p> <p><i>Related to SOW Sections: Tasks 5, 6, 7, 8, 9, & 10</i></p> <p>Target timeframe: Month 5</p>	<p>Contractor must complete, and County must approve, Deliverables related to Task 5 (Data Migration, Deliverable 2), Task 6 (Testing, Deliverable 2), Task 7 (Training, Deliverable 2), and Task 10 – Security Requirements (Deliverable 1). Additionally, the Contractor must complete Task 8 – Deployment and Go-Live (Deliverables 1-2) for the agencies defined as part of Cohort 1, and implement capability to meet all requirements defined in Task 9 – Technical Support Requirements (Deliverable 1).</p>	\$99,000
<p>Phase 4: Go-Live for Cohort 2</p> <p><i>Related to SOW Sections: Tasks 4, 5, 6, 7, & 8</i></p> <p>Target timeframe: Month 6</p>	<p>Contractor must complete, and County must approve, Deliverables related to Task 5 (Data Migration, Deliverable 2), Task 6 (Testing, Deliverable 2), and Task 7 (Training, Deliverable 2). Additionally, the Contractor must will complete, Task 8 – Deployment and Go-Live (Deliverables 1-2) for the agencies defined as part of Cohort 2.</p>	\$99,000
SUBTOTAL FOR IMPLEMENTATION FEES:		<u>\$660,000</u>

SUBSCRIPTION FEES Product	Monthly Payment	Aggregate Fes
FFA Licensing Software 6 months of Year 1	\$73,333.33	\$440,000
FFA Licensing Software Year 2	\$96,250	\$1,155,000
FFA Licensing Software Year 3	\$101,062.50	\$1,212,750
SUBTOTAL FOR SUBSCRIPTION FEES:		<u>\$2,807,750.00</u>

TOTAL CONTRACT SUM:	<u>\$3,467,750.00</u>
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COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS
	Identify applicable justification and provide documentation for each checked item.
	➤ Only one single source for the service exists.
	➤ 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 services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
	➤ 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.

Approved by:

Chief Executive Office

Date



CIO ANALYSIS

BOARD AGENDA DATE:

5/19/2026

SUBJECT: SUBJECT:

Recommendation to Approve a New Sole Source Contract with Binti Inc. For the Resource Family Approval Tracking Licensing Module

CONTRACT TYPE:

 New Contract Sole Source Amendment to Contract #:

SUMMARY: Department of Children and Family Services (DCFS) is requesting authorization to execute a new sole source contract with Binti Inc., for their Resource Family approval Tracking Licensing Module Software-as-a-Service (SaaS) platform. DCFS is recommending Board approval for delegated authority to execute the sole source contract, the ability to extend the term of the contract, execute annual contract cost amendments (if necessary), execute acquisition or mergers related to changes in ownership amendments, and the ability to terminate the contract for the County's convenience.

PURPOSE/BACKGROUND: Binti's Resource Family Approval Tracking (RFAT) Licensing Module SaaS solution will be used by the County's contracted Foster Family Agencies (FFAs) to coordinate and support their caregiver approval process for placement of DCFS children, youth, and non-minor dependents. It automates the duplication of data entries across multiple forms, facilitates approvals through electronic signatures, and sends email alerts and reminders for missing forms and deadlines, reducing labor costs associated with managing resource family approvals.

DCFS is familiar with Binti and its Licensing Module SaaS solution. In January 2017, DCFS and Binti executed an agreement issued as a purchase order through the Internal Services Department for Binti's Licensing Module, which was used in the State-implemented Resource Family Approval (RFA) Program. The Licensing Module is used by DCFS personnel and children's social workers as part of DCFS's RFA process. It will expire in October 2026 and will not be renewed.

SELECTION: The department has elected to do a sole-source contract with Binti, Inc., in the best economic interest of the County, primarily due to immediate cost savings, as the contractor waived additional fees. The contract negotiation started on August 2, 2024 and ended on February 11, 2026. California Department of Social Services (CDSS) provided an Advance Planning Document (APD #19-25-658-00-00) acknowledgment for DCFS to use Binti's RFAT Licensing Module on November 5, 2025. County Counsel was involved in contract negotiations.

AMOUNT AND CONTRACT TERM: The total contract amount is **\$3,467,750**. The term duration is for an initial one-year term, with two optional one-year periods. This totals three years if all the one-year options are exercised.

FUNDING SOURCE: DCFS is using 100 percent 2011 State Realignment funds that were included in the Fiscal Year 2025-2026 Adopted Budget. Additional funding requests will be included in subsequent Fiscal Year budget requests.

FINANCIAL ANALYSIS:	
Implementation Costs	
Phase 1: Project Initiation	\$ 277,000.00
Phase 2: Configuration & Readiness	\$ 185,000.00
Phase 3: Go-Live for Cohort 1.....	\$ 99,000.00
Phase 4: Go-Live for Cohort 2.....	\$ 99,000.00
Subtotal Implementation Costs	\$ 660,000.00
Subscription Fees	
FFA Licensing Software (6 months of Year 1)	\$ 440,000.00 ¹
FFA Licensing Software (Year 2)	\$ 1,155,000.00 ²
FFA Licensing Software (Year 3)	\$ 1,212,750.00 ³
Subtotal Subscription Fees	\$ 2,807,750.00
Total Contract Costs (Implementation + Subscription)	\$ 3,467,750.00
Notes:	
¹ The licensing software fee per month is \$73,333.33 and is rounded up to \$440,000.00.	
² The licensing software fee per month is \$96,250.	
³ The licensing software fee per month is \$101,062.50.	
RISKS:	
<ol style="list-style-type: none"> Project Management and Governance – To ensure a successful project, it is recommended that a strong project governance and dedicated project manager be in place to ensure adherence to schedule and budget, manage scope changes, manage contractor performance, and represent the needs of the Foster Family Agencies business users. The DCFS Out-of-Home Care Management Division Chief will serve as the Project Manager, overseeing the project and the contractor. Lack of Contractor Performance – A critical factor in the success of the project is the management of Contractor performance. The Contract includes provisions to ensure acceptable contractor performance and to correct deficiencies. These include termination or suspension for convenience, or the ability to withhold payment if the contractor’s performance is unsatisfactory. The Technology Errors and Omissions (E&O) insurance has limits of less than \$1 million per claim and \$2 million in the aggregate during the term of the contract. Information Security Review – The information technology security risk was analyzed by the Chief Information Security Office, and no information security concerns were raised primarily due to the security controls that are in place, verified by the SOC 2 report review. The project was assessed as medium risk due to the sensitivity of the information involved, which may contain personally identifiable information (PII). The Contract includes cyber security insurance with limits of \$2 million per occurrence and \$3 million in the aggregate during the term of the Contract. 	

Sole Source with Binti, Inc.

PREPARED BY:

Chris Paltao

4/30/2026

CHRIS PALTAO, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

Peter Loo

4/30/2026

PETER LOO, CHIEF INFORMATION OFFICER

DATE