LOS ANGELES COUNTY
Aging & Disabilities Department

Director
MARAL KARACCUSIAN

Chief Deputy
VICTORIA JUMP

510 S. Vermont Avenue, 11th Floor
Los Angeles, CA 90020
ad.lacounty.gov
(213) 291-0028

October 20, 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:

APPROVAL TO EXECUTE A SOLE SOURCE AMENDMENT FOR CONTINUED USE OF THE COMMUNITY AND SENIOR CENTER CLIENT TRACKING SYSTEM

(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

The Los Angeles County Aging and Disabilities Department (AD) requests delegated authority to execute a sole source amendment with Xavus Solutions, LLC (Xavus Solutions), for continued use of the MySeniorCenter client tracking system, extending the current agreement for one year with two optional six-month extensions, for a maximum of two years. A sole source extension is needed to keep MySeniorCenter operational while the competitive procurement and any required transition are completed. This extension ensures uninterrupted operations and allows AD, in coordination with the Internal Services Department (ISD), to complete the solicitation, selection, and contract award process and, if applicable, implement and transition to the new client tracking system.

IT IS RECOMMENDED THAT THE BOARD

1. Authorize AD's Director, or designee, to execute a sole source contract amendment with Xavus Solutions, to extend the agreement for one year from November 16, 2026, through November 15, 2027; exercise up to two optional six-month extension periods through November 15, 2028; and increase the maximum contract sum by $132,000 for a grand total of $1,032,506, subject to available funding. AD will obtain County Counsel approval as to the form of the amendment prior to execution.

2. Delegate authority to AD's Director, or designee, to execute amendments that serve the best interests of the County during the contract term as follows: 1) add new, relevant, or updated federal, State, County and/or other contract terms and conditions; and, 2) increase or decrease the contract amounts (including but not limited to baseline funds, one-time-only funds, and/or supplemental monies), which may increase the maximum contract sum by no more than ten percent (10%), in response to the availability of funding and/or based on Contractor performance provided that: (a) the total allocation does not exceed available funding; (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment; and, (c) AD provides written confirmation to the CEO within thirty (30) business days of completing this action.

3. Delegate authority to AD's Director, or designee, to terminate the agreement upon Contractor's request, or to effectuate any of the termination provisions in the contract(s), including termination for the convenience of the County, provided: a) County Counsel's approval is obtained prior to termination of the contract, and b) the Director of AD, or designee, notifies the Board and the CEO in writing within ten (10) business days after such termination

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MySeniorCenter is AD's hosted client tracking platform used by Community and Senior Centers to register participants, track attendance and services, manage reservations, integrate program data, and produce required reports. Approval of the recommended actions will allow AD to continue using MySeniorCenter without interruption while AD works with ISD to complete the competitive procurement for a replacement client tracking system and AD completes any required implementation and transition to the selected client tracking system. A lapse in access would disrupt Center operations and reporting.

ISD released the competitive solicitation on behalf of AD, and proposals were due on August 6, 2026. Following proposal evaluation, selection, and contract award, AD will establish the implementation and transition schedule based on the selected solution. The requested extension will allow sufficient time to complete these activities without interrupting current operations.

In its April 29, 2026, advance notice, AD advised the Board that it intended to negotiate a one-year extension with one optional six-month period. Subsequent planning identified the potential need for an additional six months to complete configuration, data conversion, integration, testing, staff training, deployment, and system stabilization. Accordingly, AD now requests two optional six-month extension periods. Each option would be exercised only if necessary and subject to available funding.

This structure limits the initial commitment to one year while providing sufficient flexibility to complete an orderly transition. If the transition is completed sooner, AD will not exercise any remaining option period and may terminate the existing agreement in accordance with its terms.

IMPLEMENTATION OF STRATEGIC PLAN

The recommended actions support the following Countywide Strategic Plan Goals: The actions support North Star 2—Foster Vibrant and Resilient Communities, through technology for accessible Community and Senior Center programs, and North Star 3-Realize Tomorrow's Government Today, through reliable operations and accurate data during procurement and transition.

FISCAL IMPACT/FINANCING

The maximum potential cost of the proposed extension is $132,000, consisting of $66,000 for the initial 12-month term and $33,000 for each optional six-month period. The proposed annual cost is $5,390, or approximately 8.9 percent, higher than the current annual licensing fee of $60,610. Each optional period is based on the same annual rate. The extension will be funded with existing net County cost (NCC) and funding for Fiscal Year (FY) 2026-27 is included in AD's Final Adopted Budget

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

MySeniorCenter is used by AD's Community and Senior Centers to track clients, activities, and services provided to participants and to support program reporting. The current agreement was originally awarded through a competitive Request for Proposals process and has subsequently been extended to maintain continuity of operations. The current term expires November 15, 2026. AD provided the Board with advance notice of its intent to negotiate a sole source extension on April 29, 2026, in accordance with Board Policy No. 5.100. The CEO approved Sole Source Checklist is attached.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

ISD, on behalf of AD, released a competitive solicitation for the replacement client tracking system, and proposals were due on August 6, 2026. ISD reviewed the submitted proposals and prepared them for AD's evaluation. AD is evaluating the proposals and will select the vendor that meets the solicitation requirements. Following contract award, AD will work with the selected vendor to establish the implementation and transition schedule, as appliable.

A sole source extension is necessary to keep MySeniorCenter operational until the competitive procurement and any required transition are completed. The extension is limited to the period reasonably needed to maintain continuity and support an orderly transition.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval will support uninterrupted client registration, service tracking, reservations, attendance reporting, and related Center operations during the procurement and transition period. Without the extension, AD could lose operational system access to MySeniorCenter after November 15, 2026, disrupting Community and Senior Centers operations and delaying required reporting.

CONCLUSION

Upon Board approval, AD will execute the sole source amendment with Xavus Solutions and exercise authorized option periods as necessary. The extension will maintain uninterrupted access to MySeniorCenter, support continued Community and Senior Center operations and required reporting, and provide sufficient time to complete an orderly transition to the selected client tracking system.

Should you have any questions, your staff may contact Anna Avdalyan, Assistant Director, at AAvdalyan@ad.lacounty.gov or Ivan Pacheco, Chief Information Officer, at IPacheco@ad.lacounty.gov.

Respectfully submitted,

Maral V. Karaccusian

Maral V. Karaccusian
Director

Reviewed By:

Peter Loo
Chief Information Officer

MVK:VJ:SH:mt

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

Enclosure

COMMUNITY AND SENIOR CENTERS AUTOMATION SOLUTION / CLIENT TRACKING SOFTWARE AGREEMENT

AMENDMENT THREE

This Amendment is made and entered into by and between

COUNTY OF LOS ANGELES THROUGH ITS
AGING & DISABILITIES DEPARTMENT
("County" or "AD")

County's Business Address
510 South Vermont Avenue
Los Angeles, CA 90020

and

XAVUS SOLUTIONS, LLC
("Contractor")

Contractor's Business Address
68 Harrison Avenue, Suite 605, PMB 30713
Boston, MA 02111-1929

WHEREAS, County and Contractor entered into that certain Community and Senior Centers Automation Solution/Client Tracking Software Agreement, effective May 30, 2012 (the "Original Agreement"), for Contractor to provide the MySeniorCenter hosted client tracking system and related licensing, hosting, maintenance, support, and services; and

WHEREAS, the Original Agreement provided for an initial term and two optional one-year extensions, through November 15, 2017; and

WHEREAS, County and Contractor entered into Amendment Number One to extend the Agreement through November 15, 2022, update certain provisions, and increase the Maximum Contract Sum to Five Hundred Ninety Thousand Five Hundred Dollars ($590,500); and

WHEREAS, County and Contractor entered into Amendment Number Two to extend the Agreement for one firm year commencing November 16, 2022, with three optional one-year extension periods through November 15, 2026, update certain provisions, and increase the Maximum Contract Sum to Nine Hundred Thousand Five Hundred Six Dollars ($900,506); and

WHEREAS, the Original Agreement, Amendment Number One, Amendment Number Two, and all duly executed Change Notices, if any, are collectively referred to as the "Agreement"; and

WHEREAS, it is the intent of the parties to also extend the Agreement for one year from November 16, 2026 through November 15, 2027, with two additional optional six-month extension periods through November 15, 2028, each exercisable only by affirmative written notice from County; and

WHEREAS, it is the intent of the parties to also amend this agreement to increase the Maximum Contract Sum by One Hundred Thirty-Two Thousand Dollars ($132,000), from Nine Hundred Thousand Five Hundred Six Dollars ($900,506) to One Million Thirty-Two Thousand Five Hundred Six Dollars ($1,032,506); and

WHEREAS, it is the intent of the parties to also amend this Subaward to provide for other changes set forth herein; and

WHEREAS, the Agreement permits changes to its terms through a written amendment formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment will commence on **November 16, 2026**.

II. Paragraph 1, Applicable Documents, Subparagraph 1.1 (Interpretation), of the Agreement is deleted in its entirety and replaced as follows:

The provisions of this Agreement (hereinafter "Base Agreement"), along with Exhibits A, B, C, D, E, F, G, H, I, M, N, O, P, and Q including all Attachments and Schedules thereto, attached hereto, and Exhibits J, K, and L (if any), not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and throughout and hereinafter are referred to as interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between this Base Agreement and the Exhibits, Attachments and Schedules or between the Exhibits, Attachments and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, and then to the Exhibits,

Attachments and Schedules according to the following descending priority:

Exhibit A Statement of Work
Attachment A.1 System Requirements
Attachment A.2 System Configuration
Attachment A.3 Baseline Application
Attachment A.4 Client Environment Specifications
Attachment A.5 Community and Senior Centers

Exhibit B Pricing Schedule
Schedule B.1 Optional Work Schedule
Schedule B.2 Extended Term Pricing
Schedule B.3 Extended Term Pricing
Schedule B.4 Extended Term Pricing

Exhibit C Project Schedule

Exhibit D Service Level Agreement
Schedule D.1 Network Data Classification Standard
Schedule D.2 IT Confidentiality and Acceptable Use Agreement

Exhibit E Administration of Agreement
Exhibit F Contractor Acknowledgment, Confidentiality and Copyright Assignment Agreement
Exhibit G
Exhibit H Jury Service Program
Exhibit I Safely Surrendered Baby Law
Exhibit J Request for Proposals (incorporated by reference)
Exhibit K
Exhibit L Source Code Escrow Agreement (incorporated by reference)
Exhibit M Contractor's Compliance with Encryption Requirements
Exhibit N Business Associate Agreement Under the Health Insurance Portability
Exhibit O Intentionally Omitted
Exhibit P Information Security and Privacy Requirements
Exhibit Q Intentionally Omitted
Exhibit R (Digital Accessibility Requirements)

III. Paragraph 7, Term, Subparagraph 7.2 (Extended Term) is deleted in its entirety and replaced as follows:

7.2 EXTENDED TERM

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to six (6) additional consecutive one (1) earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, County notifies in writing Contractor that it elects not to extend the Agreement pursuant to this Paragraph 7.

As of Amendment No. 1, an additional one year was added to the Extended Term, effective November 16, 2017 through November 15, 2018, with only three (3) optional one-year extensions remaining.

As of Amendment No. 2, an additional one year was added to the Extended Term, effective November 16, 2022 through November 15, 2023, with only three (3) optional one-year extensions remaining.

As of Amendment No. 3, an additional one year was added to the Extended Term, effective November 16, 2026 through November 15, 2027, with two additional optional six-month extension periods through November 15, 2028.

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 County will exercise an Agreement term extension option.

V. Paragraph 8, Contract Sum, Subparagraph 8.1 (Maximum Contract Sum) is deleted in its entirety and replaced as follows:

The Maximum Contract Sum shall be increased from Nine Hundred Thousand Five Hundred Six Dollars ($900,506) to One Million Thirty-Two Thousand Five Hundred Six Dollars ($1,032,506), which is an increase of One Hundred Thirty-Two Thousand Dollars ($132,000) to accommodate continued licensing, hosting, data downloads and maintenance work required during the extended term of the Agreement as identified in Schedule B.4 Extended Term Pricing.

VI. Paragraph 9.7 (UNRESOLVED DISALLOWED COSTS) is added as follows:

9.7 UNRESOLVED DISALLOWED COSTS

Contractor must not invoice County for disallowed costs. Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars ($100,000) that have been confirmed as disallowed by the contracting County department and remain unpaid for six months or more from the date of an Auditor-Controller report, unless the costs are the subject of current good-faith negotiations as determined by County. Noncompliance may constitute a material breach and may result in termination for default and disqualification from future County solicitations, in addition to any other available remedies.

VII. Paragraph 83, COVID-19 Vaccinations of County Contractor Personnel, is deleted in its entirety and replaced as follows:

83. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor and its Subcontractors must comply with California Government Code Section 12952, California Code of Regulations Section 11017.1, and County Code Chapter 8.300 (Fair Chance Ordinance for Employers). Contractor and its Subcontractors may access applicable resources at https://dcba.lacounty.gov/fairchance/ and https://opportunity.lacounty.gov/fair-chance-hiring-campaign/.

A violation may constitute a material breach. County may impose or pursue applicable administrative penalties and remedies under County Code Section 8.300.100 and may terminate the Agreement.

VIII. Paragraph 87, Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, is added as follows:

87. 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 Five Hundred Dollars ($500) to a County officer for twelve months after the date of the final decision in the proceeding involving this Agreement. Failure to comply may constitute a material breach as determined by County.

IX. Paragraph 88, Digital Accessibility Requirements, is added as follows:

88. DIGITAL ACCESSIBILITY REQUIREMENTS

For any websites, webpages, software user interfaces, electronic documents, and mobile applications that Contractor designs, hosts, implements, provides, or manages on behalf of County under the Agreement, Contractor must comply with Exhibit R (Digital Accessibility Requirements), all applicable accessibility laws, rules, and regulations, including the Americans with Disabilities Act, and applicable Web Content Accessibility Guidelines, as amended or updated during the term. Contractor must promptly implement applicable amendments or updates without additional cost to County, except to the extent otherwise expressly approved in a written amendment.

X. Schedule B.4 (Extended Term Pricing), is added and is incorporated herein by reference.

XI. Exhibit E (Administration of Agreement) is deleted in its entirety and replaced with Exhibit E (Administration of Agreement) (Revised 9/2026) and incorporated herein by reference.

XII. Exhibit O (COVID-19 Vaccination Certification of Compliance) is deleted in its entirety and replaced with the attached "Exhibit O (Intentionally Omitted)", which is incorporated herein by reference.

XIII. Exhibit Q (FEMA COVID-19 Provisions) is deleted in its entirety and replaced with the attached "Exhibit Q (Intentionally Omitted)", which is incorporated herein by reference.

XIV. Exhibit R (Digital Accessibility Requirements), is added and is incorporated herein by reference.

All other terms and conditions of the Contract will remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Three** to be subscribed on its behalf by the Director of Aging & Disabilities Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

COUNTY OF LOS ANGELES	XAVUS SOLUTIONS, LLC
By: _____	By: _____
Maral V. Karaccusian, Director	Name: _____
Aging & Disabilities Department	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy County Counsel

Date: _____

SOLE SOURCE CHECKLIST

Department Name: Aging and Disabilities

☐ New Sole Source Contract

☑ Sole Source Amendment to Existing Contract
Date Existing Contract First Approved: May 15, 2012

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "*Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist*."
	➢ 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.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
✓	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Michael J. Martinez Digitally signed by Michael J. Martinez Date: 2026.09.18 08:50:17 -07'00'

Chief Executive Office

Date

Authority to Enter Into a Sole Source Amendment

The Aging and Disabilities Department (AD) requests authority to execute a sole source amendment with Xavus, LLC, the provider of the MySeniorCenter software used for the County's Community and Senior Services Automated Tracking System (CATS). The amendment will extend the existing agreement for one year, with two additional six-month extension options exercisable in writing, and increase the contract maximum by up to $132,000, from $900,506 to $1,032,506. The current agreement expires on November 15, 2026.

CATS supports daily operations at 13 senior centers and one administrative hub by maintaining the existing participant, membership, activity, attendance, and program-service records used by AD and center staff. Xavus currently hosts, maintains, supports, and licenses the County's established MySeniorCenter environment. As the incumbent provider and owner of the software platform, Xavus is the only practicable source that can continue the existing hosted service during the requested extension without replacing the system, migrating data, retraining users, and reconfiguring County operations.

The Internal Services Department (ISD) has completed the competitive solicitation for the continuation or replacement of CATS, and the County is currently evaluating the proposals received. The requested amendment is a limited bridge that will allow sufficient time to complete the proposal evaluation, obtain required approvals, award a contract, and transition to the selected solution. Without the extension, the current agreement could expire before the competitive procurement and transition process is completed.

Failure to extend the current agreement before it expires would risk interruption of system access and support, loss of continuity in center operations and reporting, and disruption to services for older adults who participate in County-supported programs. Transitioning to another provider for a short bridge period would also create unnecessary implementation, data-migration, training, and operational costs, while increasing the risk to the integrity and availability of existing records.

Accordingly, a sole source amendment with Xavus is necessary and in the County's best interest to maintain uninterrupted CATS operations while the County completes the proposal evaluation, contract award, and transition to the selected solution. The requested authority is limited to the period and funding needed for continuity and does not replace the County's competitive procurement for the longer-term solution.

Schedule B.4 for Extended Term Pricing

November 16, 2026 through November 15, 2028

Extension Periods Under Amendment No. 3	Contract Fee Components	Period Fee
Firm 12-Month Extension November 16, 2026 – November 15, 2027	License renewal, hosting, technical support, and product maintenance	$66,000
First Optional 6-Month Extension November 16, 2027 – May 15, 2028	License renewal, hosting, technical support, and product maintenance	$33,000
Second Optional 6-Month Extension May 16, 2028 – November 15, 2028	License renewal, hosting, technical support, and product maintenance	$33,000
	Total	**$132,000**

Note: Each optional extension period is subject to affirmative written exercise by County in accordance with Paragraph 7.2 of the Agreement.