



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, April 5, 2023

TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996

ID: 169948309# [Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

APPROVAL TO EXECUTE AN AGREEMENT WITH THE LOS ANGELES ARBORETUM FOUNDATION TO HOST THE 2023 ANNUAL CALIFORNIA CONTRACT CITIES BOARD OF DIRECTORS MEETING

Speaker(s): Sergio Escobedo and Mina Cho (Sheriff's)

B. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 76118 WITH INFRAGARD LOS ANGELES MEMBERS' ALLIANCE, INCORPORATED CONSULTING SERVICES FOR THE LOS ANGELES JOINT REGIONAL INTELLIGENCE CENTER

Speaker(s): Jack Ewell and Charles Norris (Sheriff's)

C. Board Letter:

APPROVAL OF AN AMENDMENT TO CONTRACT NUMBER 78800 WITH LINGUABEE COMMUNITY INTERPRETING SERVICES TO PROVIDE AS NEEDED SIGN LANGUAGE INTERPRETER SERVICES

Speaker(s): Robert Smythe and Richard Giron (Probation)

- D.** Board Letter:
AUTHORITY TO THE PUBLIC DEFENDER TO ACCEPT AN INCREASED GRANT
AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR
YEAR TWO AND YEAR THREE OF THE PUBLIC DEFENSE PILOT PROGRAM
Speaker(s): Thom Moore (PD)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
REQUEST TO AMEND DELEGATED AUTHORITY PREVIOUSLY APPROVED BY
YOUR BOARD TO EXERCISED NECESSARY CONTRACT ACTIONS TO ENSURE
CURRENT SERVICES WILL CONTINUE UNINTERRUPTED
Speaker(s): Edward Mokhtarian (JCOD)
- B.** Board Letter:
REQUEST TO AMEND DELEGATED AUTHORITY PREVIOUSLY APPROVED BY
YOUR BOARD TO EXERCISED NECESSARY CONTRACT ACTIONS TO ENSURE
CURRENT SERVICES WILL CONTINUE UNINTERRUPTED
Speaker(s): Edward Mokhtarian (DYD)
- C.** Board Letter:
PROBATION DEPARTMENT – BARRY J. NIDORF JUVENILE HALL FENCE
REMONDELING PROJECT
Speaker(s): Thomas DeSantis (ISD)
- D.** Board Letter:
PROBATION DEPARTMENT – PROBATION CAMP GLENN ROCKEY CLOSED-
CIRCUIT TELEVISION PROJECT
Speaker(s): Tom Afschar (DPW)
- E.** Board Briefing:
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR
GENERAL (OIG) PROBATION MONTHLY BRIEFING
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A.** Board Letter:
AUTHORIZE THE MEDICAL EXAMINER CORONER TO PURCHASE A SINGLE
PLANE FLOOR FIXED FLOUROSCOPIC X-RAY SYSTEM
Speaker(s): Dr. Robyn Parks, Akiko Tagawa and Wendy Myring (Medical
Examiner-Coroner)

Wednesday, April 5, 2023

- B.** Board Letter:
AUTHORIZE THE MEDICAL EXAMINER CORONER TO PURCHASE A
COMPUTER TOMOGRAPHY (CT) SCANNER SYSTEM AND TRAILER
Speaker(s): Dr. Robyn Parks, Akiko Tagawa and Wendy Myring (Medical
Examiner-Coroner)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

April 18, 2023

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 AN AGREEMENT WITH THE LOS ANGELES
ARBORETUM FOUNDATION TO HOST THE 2023 ANNUAL CALIFORNIA
CONTRACT CITIES ASSOCIATION BOARD OF DIRECTORS MEETING
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval to use Department funds to host the 2023 Annual California Contract Cities Association Board of Directors Meeting (Meeting), which is scheduled to occur on August 16, 2023, at the Los Angeles County Arboretum and Botanic Garden (Arboretum).

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Sheriff, or his designee, to execute an agreement with the Arboretum Foundation (Foundation) for a cost not to exceed \$25,000 to pay for the use of the venue, food, beverages, and miscellaneous supplies. The full cost for the event is incorporated within Contract Law Enforcement Consolidated Cost Model billing rates and is entirely funded by the 42 contract cities.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended action will enable the Department to execute an agreement with the Foundation to use the Arboretum as the venue for the Department

to host the 2023 Annual California Contract Cities Association Board of Directors Meeting on August 16, 2023. The Meeting is a recurring annual event that has been hosted at the Arboretum for more than ten years.

The Meeting, which will include a catered meal, is customarily attended by approximately 375 people. Invited guests include City Managers, Public Safety Directors, Council Members, and Department executives. The purpose of the event is to bring county and city government decision makers together in a welcoming and informal setting to discuss contract law enforcement issues, and for the Department to express appreciation to its long-time customers.

Implementation of Strategic Plan Goals

This Meeting relates to the County's Strategic Plan, Goal 1- Operational Effectiveness/Fiscal Sustainability, by providing effective administration of the Department's Contract Cities Program.

FISCAL IMPACT/FINANCING

There is no net County cost for this Meeting. The cost of the Meeting is recovered in the rates the contract cities pay to receive law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau's Services and Supplies allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 2023 Annual California Contract Cities Association Board of Directors Meeting will be held on August 16, 2023. The Department is self-insured for the event.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Meeting has no impact on current services.

The Honorable Board of Supervisors
April 18, 2023
Page 3

CONCLUSION

Upon approval by the Board, please return the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

RGL:SVE:mc
(Contract Law Enforcement Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Interim County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau
Andrew B. Cruz, Lieutenant, Contract Law Enforcement Bureau
Jason R. Lee, Sergeant, Contract Law Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
(Contract Law - 2023 Annual California Contract Cities Association Board of Directors' Meeting 04-18-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE		
BOARD MEETING DATE		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Request budget approval for the 2023 California Contract Cities Association (CCCA) Board of Directors' Meeting	
PROGRAM	2023 CCCA BBQ	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The vendors are exclusive to the venue.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ 25,000	Funding source: The cost of the Meeting is recovered in the rates the contract cities pay for their law enforcement services and budgeted to the Department's Contract Law Enforcement Bureau.
	TERMS (if applicable): 1 day (August 16, 2023)	
	Explanation: The CCCA Board of Directors' Meeting is an one day event.	
PURPOSE OF REQUEST	Seek budget approval for the 2023 California Contract Cities Association (CCCA) Board of Directors' Meeting.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Board approval of the recommended action will enable the Los Angeles County Sheriff's Department to execute an agreement with the County's Arboretum, to host the 2023 Annual California Contract Cities Association Board of Directors' Meeting on August 16, 2023. The BBQ/Meeting is an on-going event that takes place each fiscal year.</p> <p>The Meeting will be attended by Contract City Managers, Public Safety Directors, and Department executives. Approximately 375 attendees participate in the Meeting, which includes a catered meal. The Meeting is funded by all 42 contract cities through the Law Enforcement Consolidated Cost Model.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: N/A	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This Meeting relates to the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by providing effective administration of the Department's Contract Cities Program.	

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mina Cho, Sergeant, (213) 229-1632, mcho@lasd.org Jason Lee, Sergeant, (213) 229-1635, jlee@lasd.org
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DRAFT

April 18, 2023

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FIVE TO
AGREEMENT NUMBER 76118 WITH INFRAGARD LOS ANGELES MEMBERS'
ALLIANCE, INCORPORATED FOR CONSULTING SERVICES FOR THE
LOS ANGELES JOINT REGIONAL INTELLIGENCE CENTER (JRIC)
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Five (Amendment) to Agreement Number 76118 (Agreement) with InfraGard Los Angeles Members' Alliance, Incorporated (InfraGard) for continued consulting services to mitigate all hazard-based threats, risks, and losses to local infrastructure (Services).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with InfraGard to (1) extend the term of the Agreement for one year from June 1, 2023, through May 31, 2024, with an option to extend for four one-year periods for a maximum term not to exceed five years, and (2) increase the Maximum Contract Sum by \$1,250,000 for a total Maximum Contract Sum not to exceed \$5,405,000.
2. Delegate authority to the Sheriff, or his designee, to (1) execute the remaining four one-year options, provided it is in the best interest of the County, and (2) terminate

the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Joint Regional Intelligence Center (JRIC) is a cooperative body of local law enforcement agencies tasked with the gathering and sharing of strategic information and data related to terrorism threats within the County, and the formulation of rapid responses to mitigate such threats by enlisting the support of the private sector.

As a consultant for JRIC, InfraGard is responsible for the administrative and operational coordination of JRIC critical infrastructure functions in support of JRIC committees and initiatives.

JRIC depends on InfraGard to provide subject-matter expertise pertaining to the Los Angeles region's critical infrastructure. Conversely, JRIC is continuously working to utilize the resources provided by InfraGard to assist in meeting its own preparedness goals and objectives.

This Amendment will allow InfraGard to continue providing uninterrupted consulting services to JRIC in its mission of supporting the homeland security goals of the County.

Implementation Of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan Goal 3 – Innovative and Effective Business Solutions by enabling the Department to collaborate with the private sector in the prevention, preparation, and response to any catastrophic or terrorism event.

FISCAL IMPACT/FINANCING

The proposed Amendment will increase the Maximum Contract Sum by \$1,250,000 for a period of five years, from June 1, 2023, through May 31, 2028, for a total Maximum Contract Sum not to exceed \$5,405,000. The Agreement will be 100% subvented by the California State Homeland Security Grant Program at zero-net cost to the County.

Should grant funding not be available at any time during the term of the Agreement, or should the issuance of any such grant funding be delayed, the Sheriff will issue a written Notice to Suspend Work to InfraGard. The notice would remain in force until such time that grant funding is restored, and in no manner shall serve to extend the term of the

Agreement. The Notice to Suspend Work procedure enables the County to maximize the Services provided by InfraGard while protecting the County's financial interests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement, InfraGard will continue providing consultation services for the further development and expansion of JRIC, which includes critical infrastructure and key resource security development, training, and implementation efforts between JRIC and the seven regional counties it serves.

The Agreement provides that InfraGard may share non-confidential information and records generated as a result of the Agreement with other similar government and public/private organizations which InfraGard members may represent. The County will also benefit from the experience and documentation generated from InfraGard's interaction with other government agencies and private-sector stakeholders.

This Amendment is in compliance with all Board and Chief Executive Office requirements and has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

The initial consulting Agreement was procured on a sole-source basis based upon InfraGard's unique qualifications and special expertise to provide consultation for the specific services required. InfraGard was created by the Federal Bureau of Investigation (FBI) and is the only national organization staffed by 100 percent FBI-vetted private sector industry leaders, who represent each of the 17 critical infrastructure categories recognized by Los Angeles law enforcement.

On November 14, 2006, the County accepted the Fiscal Year 2006 State Homeland Security Grant Program grant funds. The amount of \$150,000 was provided from the Law Enforcement Terrorism Prevention Program grant and was used to subvent 100% of the costs for the initial Agreement with InfraGard.

On May 29, 2007, the Board approved the Agreement with InfraGard for the provision of consultation services for a term of one year at a cost of \$150,000.

On May 20, 2008, the Board approved Amendment Number One to the Agreement to extend the term of the Agreement for a term of five years, from June 1, 2007, through May 31, 2013, at a cost of \$1,130,000.

On May 28, 2013, the Board approved Amendment Number Two to the Agreement to extend the term of the Agreement for a period of five years from June 1, 2013, through May 31, 2018, at a cost of \$1,250,000.

On March 20, 2018, the Board approved Amendment Number Three to the Agreement to extend the term of the Agreement for a period of five years from June 1, 2018, through May 31, 2023, at a cost of \$1,625,000.

On April 24, 2018, Amendment Number Four to the Agreement was approved to correct a clerical error on Attachment A3 as necessary to update the Projected Costs/Service Fees for the period of June 1, 2018, through May 31, 2023.

On October 25, 2022, in accordance with Board Policy 5.1000, the Department provided the Board with advance notification of its intent to enter into negotiations for a Sole Source Amendment to extend the Agreement with InfraGard.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow InfraGard to continue providing uninterrupted consulting services to JRIC in its mission of supporting the homeland security goals of the County.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:LT:lt
(Fiscal Administration Bureau - Contracts Unit)

Attachment

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Interim County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff
Jack W. Ewell, Chief, Special Operations Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Charles M. Norris, Captain, Emergency Operations Bureau
Angelo Faiella, Assistant Director, FAB
Rene A. Garcia, Lieutenant, ASD
Sandra J. Lucio, Lieutenant, Emergency Operations Bureau
Vanessa C. Chow, Sergeant, ASD
Alex Madera, ASM III, FAB, Contracts Unit
Kristine D. Corrales, Deputy, ASD
Lauren Thai, Administrative Services Manager I, FAB, Contracts Unit
(Contracts - InfraGard 04-18-23)

SOLE SOURCE QUESTIONNAIRE
InfraGard

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

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

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

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

Justification – Commodity/Services

- 1. What is being requested?**
Consulting services for the Los Angeles Joint Regional Intelligence Center (JRIC)
- 2. Why is the product needed? – How will it be used?**
Law enforcement agencies/departments that receive assistance from the private sector maximizes the efforts to mitigate threats, risk and loss from terrorist activities. InfraGard will continue to be used to provide training services to the private sector.
- 3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?**
Yes, InfraGard is the only vendor that meets the JRIC's requirements.
 - *The services requested are provided only through InfraGard which consists of 100% FBI-vetted private sector individuals representing the same 17 critical infrastructure categories that are recognized by Los Angeles law enforcement.*
 - *InfraGard was created by the FBI in response to the events of September 11, 2001. InfraGard's area of operation includes the same 7 counties as the FBI's Los Angeles office.*

- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**

No, there are no other vendors that exist.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

N/A

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

Yes. Yes.


- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

N/A

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

N/A

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS 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. Monopoly is an “ <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ 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.
	➤ 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.

Chief Executive Office

Date

BOARD LETTER/ MEMO – FACT SHEET

PUBLIC SAFETY CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

CAR DATE	4/5/2023	
BOARD MEETING	4/18/2023	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff's Department	
SUBJECT	Approval of Amendment #5 to Agreement Number 76118 with InfraGard Los Angeles Members' Alliance, Incorporated (InfraGard).	
PROGRAM	Consulting services for the Los Angeles Joint Regional Intelligence Center (JRIC)	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: InfraGard is the only vendor that meets the JRIC's requirements.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$1,250,000	Funding source: California State Homeland Security Grant Program
	TERMS (if applicable): This Amendment will extend the term of the Agreement for one year from June 1, 2023 through May 31, 2024, with an option to extend for four one-year periods.	
	Explanation: This Amendment would increase the Maximum Contract Sum from \$4,155,000 to \$5,405,000. The Agreement will be 100% subvented by the California State Homeland Security Grant Program at no net County cost.	
PURPOSE OF REQUEST	To allow InfraGard to continue providing uninterrupted consulting services to the JRIC in its mission of supporting the homeland security goals of the County.	
BACKGROUND (include internal/external issues that may exist)	The initial consulting Agreement was procured on a sole-source basis based upon InfraGard's unique qualifications and special expertise to provide consultation for the specific services required. InfraGard was created by the Federal Bureau of Investigation (FBI) and is the only national organization staffed by 100 percent FBI-vetted private sector industry leaders, who represent each of the 17 critical infrastructure categories recognized by Los Angeles law enforcement.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Alex Madera, Contracts Manager, (213) 229-3276, AMadera@lasd.org Lieutenant Sandra Lucio, Project Manager, (562) 345-1182, sjlucio@lasd.org 	

**AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 76118
BY AND BETWEEN COUNTY OF LOS ANGELES
AND INFRAGARD LOS ANGELES MEMBERS' ALLIANCE, INC.FOR
CONSULTING SERVICES FOR THE LOS ANGELES JOINT REGIONAL
INTELLIGENCE CENTER (JRIC)**

This Amendment Number Five (hereinafter "Amendment") to Agreement Number 76118 (hereinafter "Agreement") is entered into by and between the County of Los Angeles (hereinafter "County") and InfraGard Los Angeles Members' Alliance, Incorporated (hereinafter "Consultant"), effective upon execution by all parties.

- A. WHEREAS, on May 29, 2007, the County and Consultant entered into the Agreement to provide Joint Regional Intelligence Center Advisory Council Consultant services; and
- B. WHEREAS, on May 20, 2008, the County and Consultant entered into Amendment Number One to the Agreement to extend the term of the Agreement for a period of five years from June 1, 2008, through May 31, 2013, and increase the maximum contract sum by \$1,130,000 for a total maximum contract sum not to exceed \$1,280,000, subject to the availability of additional grant funding; and
- C. WHEREAS, on May 28, 2013, the County and Consultant entered into Amendment Number Two to the Agreement to extend the term of the Agreement for a period of five years from June 1, 2013, through May 31, 2018, and increase the maximum contract sum by \$1,250,000 for a total maximum contract sum not to exceed \$2,530,000, subject to availability of grant funding; and
- D. WHEREAS, on March 20, 2018, the County and Consultant entered into Amendment Number Three to the Agreement to (1) extend the term of the Agreement for a period of five years from June 1, 2018, through May 31, 2023, subject to the availability of grant funding, (2) increase the maximum contract sum by \$1,625,000 for a total maximum contract sum not to exceed \$4,155,000, (3) revise County-mandated provisions regarding the GAIN/GROW Program, Quality Assurance Plan, and Safely Surrendered Baby Law, (4) add the County-mandated provisions regarding Time Off for Voting and County's Zero Tolerance Policy on Human Trafficking, and (5) update the County's contact information; and
- E. WHEREAS, on April 24, 2018, the County and Consultant entered into Amendment Number Four to the Agreement to correct a clerical error on Attachment A3 as necessary to update the Projected Costs/Service Fees for the period from June 1, 2018, through May 31, 2023, consistent with funding from the California State Homeland Security Grant Program (SHSGP); and
- F. WHEREAS, the Agreement currently expires on May 31, 2023; and
- G. WHEREAS, the County and Consultant agree to (1) extend the term of the Agreement for a period of one year from June 1, 2023, through May 31, 2024,

**AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 76118
BY AND BETWEEN COUNTY OF LOS ANGELES
AND INFRAGARD LOS ANGELES MEMBERS' ALLIANCE, INC.FOR
CONSULTING SERVICES FOR THE LOS ANGELES JOINT REGIONAL
INTELLIGENCE CENTER (JRIC)**

plus four one-year option terms, (2) increase the maximum contract sum by \$1,250,000 for a total maximum contract sum not to exceed \$5,405,000, subject to the availability of additional grant funding, (3) revise County-mandated provisions regarding Consideration of Hiring County Employees Targeted for Layoffs, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, Indemnification, Assignment and Delegation/Mergers or Acquisitions, and Prohibition from Participation in Future Solicitation(s), (4) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Cancellation of or Changes in Insurance, Counterparts and Electronic Signatures and Representations, Compliance with Fair Chance Employment Practices, Compliance with the County Policy of Equity, Local Small Business Enterprise (LSBE) Preference Program, Social Enterprise (SE) Preference Program, Disabled Veteran Business Enterprise (DVBE) Preference Program, and Injury and Illness Prevention Program, and (5) amend and restate Attachment A3 (Projected Costs/Service Fees) to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Consultant hereby agree to amend the Agreement as follows:

1. Section II (Term of Agreement) of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for a period of one year from June 1, 2023, through and including May 31, 2024, plus four one-year options.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on May 29, 2007, and shall expire May 31, 2024, unless sooner terminated or extended, in whole or in part.
- B. The County has the option, at the Sheriff's discretion to extend the Term of this Agreement for up to four additional one-year periods. Each such option term extension shall be in the form of a written Amendment executed by the Sheriff and Consultant.
- C. The County maintains databases that track/monitor Consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

**AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 76118
BY AND BETWEEN COUNTY OF LOS ANGELES
AND INFRAGARD LOS ANGELES MEMBERS' ALLIANCE, INC.FOR
CONSULTING SERVICES FOR THE LOS ANGELES JOINT REGIONAL
INTELLIGENCE CENTER (JRIC)**

- D. Consultant shall notify the County when this Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Consultant shall send written notification per Paragraph HH (Notices) of Section VI (Further Terms and Conditions) of this Agreement.
2. Paragraph A only, of Section IV (Maximum Amount and Consultant Payment) of the Agreement is deleted in its entirety and replaced as follows to increase the maximum contract sum by \$1,250,000 for the additional five-year term:
- A. The maximum contact sum of this Agreement shall not exceed \$5,405,000 for the term of this Agreement as set forth in Section II (Term of Agreement) above.
3. Paragraph H (Consideration of Hiring County Employees Targeted for Layoff) of Section VI (Further Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:
- H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**
- Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant 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 Agreement.
4. Paragraph J (Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law) of Section VI (Further Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:
- J. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW**
- Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Consultant understands that it is the County's policy to encourage all County consultants to voluntarily post the County's poster in a prominent position at Consultant's place of business. Consultant 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

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available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

Consultant must notify and provide to its employees, and must require each subcontractor to notify and provide to its employee(s), information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

5. Paragraph R (Delegation and Assignment) of Section VI (Further Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:

R. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

Consultant must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Consultant 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.

Consultant must not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of the 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 this Agreement, 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 Agreement will be deductible, at the County's sole discretion, against the claims, which Consultant may have against the County.

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

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pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

6. Paragraph U (Indemnification) of Section VI (Further Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:

U. INDEMNIFICATION

Consultant 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

7. Paragraph II (Prohibition from Involvement in the Bidding Process of Future RFPs) of Section VI (Further Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:

II. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

Consultant or its subsidiary is prohibited from submitting a bid or proposal in a County solicitation if Consultant has provided advice or consultation for the solicitation. Consultant is also prohibited from submitting a bid or proposal in a County solicitation if Consultant 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 Consultant from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

8. Paragraph E (Default Method of Payment: Direct Deposit or Electronic Funds) is added to Section IV (Maximum Amount and Consultant Payment) of the Agreement as follows to add the County-mandated provision:

E. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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 with the County will be Electronic Funds Transfer

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(EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Consultant 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.

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.

At any time during the duration of this Agreement, Consultant 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.

9. Paragraph X.7 (Cancellation of or Changes in Insurance) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

7. CANCELLATION OF OR CHANGES IN INSURANCE

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

10. Paragraph ZZ (Counterparts and Electronic Signatures and Representations) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

ZZ. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

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REPRESENTATIONS

This Agreement 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 Agreement. 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 Consultant 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 D (Changes and Amendments of Terms) of Section VI (Further Terms and Conditions) 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 Agreement.

11. Paragraph AAA (Compliance with Fair Chance Employment Practices) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

AAA. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

12. Paragraph BBB (Compliance with the County Policy of Equity) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

BBB. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Consultant 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/>). Consultant 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. Consultant, its employees and subcontractors acknowledge and certify receipt and understanding of the

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CPOE. Failure of Consultant, 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 Consultant to termination of contractual agreements as well as civil liability.

13. Paragraph CCC (Local Small Business Enterprise (LSBE) Preference Program) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

CCC. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

1. This Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
2. Consultant will not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
3. Consultant will not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
4. If Consultant has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, will:
 - a. Pay to the County any difference between this Agreement amount and what the County's costs would have been if this Agreement had been properly awarded;
 - b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Agreement; and

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- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

- 14. Paragraph DDD (Social Enterprise (SE) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

DDD. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 1. This Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 2. Consultant must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 3. Consultant must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 4. If Consultant has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, Consultant will:
 - a. Pay to the County any difference between this Agreement amount and what the County's costs would have been if this Agreement had been properly awarded;

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- b. In addition to the amount described in subdivision (a) above, the Consultant will be assessed a penalty in an amount of not more than ten percent of the amount of this Agreement; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

15. Paragraph EEE (Disabled Veteran Business Enterprise (DVBE) Preference Program) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

EEE. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 1. This Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 2. Consultant must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 3. Consultant must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 4. If Consultant has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of

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such certification has been awarded this Agreement to which it would not otherwise have been entitled, Consultant will:

- a. Pay to the County any difference between this Agreement amount and what the County's costs would have been if this Agreement had been properly awarded;
- b. In addition to the amount described in subdivision (a) above, Consultant will be assessed a penalty in an amount of not more than ten percent of the amount of the contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

16. Paragraph FFF (Injury and Illness Prevention Program) is added to Section VI (Further Terms and Conditions) of the Agreement as follows to add the County-mandated provision:

FFF. INJURY AND ILLNESS PREVENTION PROGRAM

Consultant 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.

17. Attachment A3 (JRIC Consultant Agreement Projected Costs/Service Fees) to the Agreement is deleted in its entirety and replaced with revised Attachment A3 (JRIC Consultant Agreement Projected Costs/Service Fees), attached hereto, to add the additional five-year period.
18. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement shall remain the same and in full force and effect.

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

DRAFT

**AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 76118
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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Consultant has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA, Executive Officer
of the Board of Supervisors

By: _____

INFRAGARD LOS ANGELES
MEMBERS' ALLIANCE,
INCORPORATED

Signed: Roger Rieger

Printed: Roger Rieger

Title: Chief Executive

Date: 2/16/2023

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By: Approval on file
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT A3
Amended and Restated under Amendment Number Five
JRIC Consultant Agreement
Projected Costs / Service Fees
(In Thousands of Dollars)

From June 2023 through May 2028:

	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Total</u>
<u>Prospective Grant Funding Available</u>													
LA County	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250
<u>Consultant Expenses</u>													
JRIC Chairperson Consultant	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	7.08	85
Legal - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	8
Acctg - Professional Svcs	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	0.63	8
InfraGard Admin Fee	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	1.57	19
Total Regional Staff	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	9.91	119
<u>Activity Expenses</u>													
Exercises, JRIC Operations	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	4.58	55
Training, IG / ILO JRIC	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	6.34	76
Total Regional Other	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	10.92	131
Total Regional Expenses	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	250

FIVE YEAR TOTAL:	\$1,250,000
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Roger Rieger	2/16/23
InfraGard Representative (please print)	Date

Roger Rieger

InfraGard Representative Signed



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY
DOWNEY, CALIFORNIA 90242

(562) 940-2501



KAREN L. FLETCHER
Interim Chief Probation Officer

April 18, 2023

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

Dear Supervisors:

APPROVAL OF AN AMENDMENT TO CONTRACT NUMBER 78800 WITH LINGUABEE COMMUNITY INTERPRETING SERVICES TO PROVIDE AS NEEDED SIGN LANGUAGE INTERPRETER SERVICES

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of an amendment to contract number 78800 with Linguabee Community Interpreting Services in order to provide as needed sign language interpreter services.

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Interim Chief Probation Officer to prepare and execute an amendment to contract number 78800 with Linguabee Community Interpreting Services (Linguabee), to modify contract rates, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the County of Los Angeles Probation Department (Probation) to modify the Pricing Sheet to increase the hourly rates for certified and legally certified sign language interpreters. The current contract rates have not kept pace with inflation and rising operational costs. Furthermore, this increase to the current rates will allow Linguabee to both maintain current staff as well as hire additional qualified sign language interpreters to provide services to Probation. This amendment is needed to continue providing critical as-needed sign language interpreter services to our minors and adults who are deaf or hearing impaired in order to ensure effective communication with them. It will also allow Probation to be in compliance with Americans with Disabilities Act (ADA) requirements. The services will be made available at Probation juvenile halls, camps, and area field offices.

Rebuild Lives and Provide for Healthier and Safer Communities

Implementation of Strategic Plan Goals

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The estimated annual contract amount is \$163,000. The cost for this amendment is fully funded under Probation's FY 2022-23 operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 6, 2018, the current contract was approved by your Board for as needed sign language interpreter services.

There is no departmental employee relations impact since this is not a Proposition A contract. The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this amendment will allow Linguabee to continue to provide critical sign language interpreter services to our minors and adults who are hearing impaired in compliance with the ADA. Furthermore, the amendment will enhance the contractor's ability to maintain current staff as well as to hire additional professional and knowledgeable staff to perform these critical services.

Respectfully submitted,

Karen L. Fletcher
Interim Chief Probation Officer

KLF:TH:yt:jl

c: Executive Officer
Chief Executive Office
County Counsel



RICARDO D. GARCÍA
Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR
LOS ANGELES, CA 90012
(213) 974-2801/Fax (213) 625-5031
<http://pubdef.lacounty.gov>



Justine M. Esack
Chief Deputy

Ruben Marquez
Chief of Staff

April 18, 2023

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:

**AUTHORITY TO THE PUBLIC DEFENDER TO ACCEPT AN INCREASED GRANT AWARD
FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR YEAR TWO AND
YEAR THREE OF THE PUBLIC DEFENSE PILOT PROGRAM**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles is currently participating in the Public Defense Pilot Program funded by the Board of State and Community Corrections, as approved by your Board on April 5, 2022. When initially implemented by the State, the Public Defense Pilot Program provided approximately \$12,700,000 annually to Los Angeles County over a three-year term to fund County indigent defense providers, including Public Defender, Alternate Public Defender, and the Los Angeles County Bar Association to assist in alleviating workload associated with various State resentencing Penal Codes. The Board of State and Community Corrections intends to increase the second-year grant award to the County by \$40,781, which exceeds the Board-authorized amount of \$12,700,000. The recommended actions will authorize Public Defender, serving as the lead agency for the grant, to accept the increased grant award and provide other relevant authorities to Public Defender and Alternate Public Defender to facilitate the administration of the grant program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Public Defender, or his designee, to accept grant funds of up to \$12,740,781 from the Board of State and Community Corrections for Year 2 of the Public Defense Pilot Program for the period March 1, 2023, to March 1, 2024.
2. Authorize the Public Defender, or his designee, based on the second-year award amount of \$12,740,781, to accept up to an additional ten percent in annual grant funding or up to an additional \$1,274,078 for the third and final year of the grant, if applicable.
3. Authorize the Public Defender, or his designee, to apply for, accept, and implement all Public Defense Pilot Program grant awards within the grant performance period, and to execute all required grant award documents, including but not limited to, applications, agreements, amendments, extensions, and payment requests, subject to review and approval by County Counsel.
4. Authorize the Public Defender or Alternative Public Defender, or their designee, to execute, on behalf of the County of Los Angeles, any contracts, or actions necessary to amend, create, or extend any programs funded by this grant to achieve the goals of the Public Defense Pilot Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Budget Act of 2021 (Senate Bill 129) allocated \$45,900,000 in grant funds, under the Public Defense Pilot Program (Program), to indigent defense providers, including public defenders, that provide indigent defense in criminal matters for workload associated with Penal Code Sections 1170(d) (Resentencing), 1170.95 (Murder Resentencing), 1473.7 (Immigration Consequences), and 3051 (Franklin). Funds were allocated to California counties based on projections of each county's adult population. Per the California Department of Finance, Los Angeles County was projected to manage 25.79% of California's adult population in fiscal year (FY) 2022-23, up from 25.7% in FY 2021-22. Therefore, Los Angeles County was allocated \$12,740,781 by the Board of State and Community Corrections (BSCC) for the second year of the Program.

Board approval of the recommended actions will enable the County to accept the increased grant award of \$12,740,781 for Year 2, representing an additional \$40,781 above the current delegated authority of \$12,700,000 annually. Furthermore, the recommended actions will provide future flexibility by authorizing the acceptance of an increase of up to 10 percent in the grant award for Year 3, if applicable.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability aligned with the Board's *Care First, Jails Last* and Alternatives to Incarceration priorities.

FISCAL IMPACT/FINANCING

There is no net County cost impact associated with the recommended actions. The grant awards provided by the BSCC for the Program will fund eligible program costs, including salaries and employee benefits for program staff and services and supplies.

The Program allocations were developed using the projected post-conviction workload to be handled by each of the three offices. The anticipated distribution of the \$12,740,781 in grant funds for Year 2 of the Program will be as follows:

- Public Defender - \$7,768,490
- Alternate Public Defender - \$2,929,290
- Los Angeles County Bar Association (LACBA) - \$2,043,001

Remaining unspent funding from Year 1 of the Program will also be expended in Year 2 and subsequent years as allowable by the BSCC.

Beginning July 1, 2023, Public Defender will assume administrative responsibility over the County's third-tier conflict indigent defense representation currently provided by LACBA, including post-conviction programming. Therefore, the grant funds allocated to LACBA will transition to Public Defender's new Independent Defense Counsel Office when other administrative responsibilities are transitioned to the department in July 2023. The Chief Executive Office (CEO) will handle the required budget appropriation during the Final Changes phase of the annual budget process.

The County will reapply for funding for Year 3, subject to State funding availability. The CEO will administer appropriations for the subsequent Program years during the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the grant agreement (Agreement) shall be effective upon Board approval for a three-year term. The attached Agreement has been approved as to form by County Counsel.

The Program is aligned with legislative efforts to address over-incarceration by releasing or reducing sentences of individuals whose lengthy sentences are not aligned with their culpability. The goal of the Program is to ensure the maximum number of resentencing, with minimum risk to public safety. The Program benefits include, reuniting families, repairing communities, and various cost-savings and other financial benefits to the County, state, and local taxpayers.

To carry-out the services, Public Defender, Alternate Public Defender, and LACBA are utilizing attorneys, social workers, paralegals, law clerks, and interpreters to provide the Program services to individuals serving sentences in state correctional facilities who were sentenced in Los Angeles County and qualify for post-conviction relief under Penal Code Sections 1170(d), 1170.95, 1473.7 and 3051. A detailed description of the proposed Program is in Attachment A.

The three offices will collect data on clients served, services provided, and program outcomes and report program data as a collective County program to the BSCC quarterly. Each agency will adhere to all client confidentiality requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will advance the Board's *Care First, Jails Last* and Alternatives to Incarceration initiatives and programs.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA
Public Defender

RDG:jt:sz:rc

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Alternate Public Defender
Los Angeles County Bar Association



Public Defense Pilot Program

Application Packet

Release Date: October 24, 2022

Applications Due: December 5, 2022

Full Grant Period: March 1, 2022 to March 1, 2025

2ND Round of Annual Allocation Period:
March 1, 2023 to March 1, 2024



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Public Defense Pilot Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

LOS ANGELES COUNTY

Date Submitted:

DECEMBER 5, 2022

Proposal Checklist

A completed proposal package for the Public Defense Pilot Program includes the following:

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> Insert Applicant Name and Date of Submission 	✓
2	Proposal Checklist (current page) <ul style="list-style-type: none"> Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	✓
3	Applicant Information Form <ul style="list-style-type: none"> Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	✓
4	Proposal Narrative <ul style="list-style-type: none"> 3 pages or less 	✓
5	Proposal Budget <ul style="list-style-type: none"> Complete BSCC Budget template 	✓
6	Project Work Plan	✓
	Optional:	
	Governing Board Resolution Note: <i>The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	Will submit

I have reviewed this checklist, placed a check mark next to each item, and verified that all required items are included in this proposal packet.

x

By:  Chief Deputy
Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Applicant Information Form: Instructions

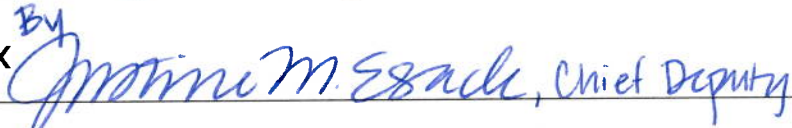
- A. Applicant:** Complete the required information for the local government submitting the form (i.e., <NAME> County).
- B. Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. Project Title:** Provide the title of the project.
- D. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. Grant Funds Requested:** Reference the Proposal Instructions Packet for funding by County (see Appendix D or Pages 4-5).
- F. Penal Code Section:** Identify the specific section(s) of the Penal Code the proposal will address. Funds must be utilized for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with Sections 1172.1, 1172.6, 1473.7, and 3051 of, the Penal Code.¹
- G. Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- H. Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- I. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- J. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- K. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

¹ Section 1170.95 of the Penal Code was amended and renumbered by Assembly Bill 200 (Chapter 58, Statutes of 2022) into section 1172.6 whereas Section 1170 was amended and renumbered by Assembly Bill 1540 (Chapter 719, Statutes of 2021), and later renumbered by Assembly Bill 200 into section 1172.1.

Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT County of Los Angeles		TAX IDENTIFICATION #: 95-6000927	
STREET ADDRESS 500 W Temple St., Rm. 754 Attn: Public Safety	CITY Los Angeles	STATE CA	ZIP CODE 90012
MAILING ADDRESS (if different) 500 W Temple St., Rm. 754 Attn: Public Safety	CITY Los Angeles	STATE CA	ZIP CODE 90012
C. PROJECT TITLE:	LA County Public Defense Pilot Program (LACPDPP)		
D. PROJECT SUMMARY (100-150 words):			
<p>Los Angeles County embraces the opportunity offered by the Public Defense Pilot Program to demonstrate an effective and scalable model for decarceration, cost-savings, reuniting families, and repairing communities. LA County's Public Defense Pilot Program (LACPDPP) will be carried out by its three indigent defense providers consisting of the LA County Public Defender, Alternate Public Defender, and conflict panel attorneys. LACPDPP clients will be evaluated by its indigent defense providers for eligibility under one or more of the statutes. After this initial assessment, clients will be assigned to attorneys and support staff, including paralegals and social workers, who will conduct a full investigation and provide the necessary legal representation.</p>			
E. GRANT FUNDS REQUESTED:		F. Penal Code(s) Addressed:	
\$ 12,740,780.83 (full amount)		PC 1170(d)(1); PC 1170.95; PC 1473.7; PC 3051	
G. PROJECT DIRECTOR:			
NAME Jon Trochez	TITLE Administrative Deputy, PD	TELEPHONE NUMBER (213) 974-2807	
STREET ADDRESS 210 West Temple St., 19-513 CSF		FAX NUMBER (213) 229-2577	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS JTrochez@pubdef.lacounty.gov
H. FINANCIAL OFFICER:			
NAME René Phillips	TITLE Manager, CEO	TELEPHONE NUMBER (213) 974-1478	
STREET ADDRESS 500 W Temple St., Rm. 754		FAX NUMBER (213) 687-7130	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS RPhillips@ceo.lacounty.gov
PAYMENT MAILING ADDRESS (if different) 500 W Temple St., Rm. 754 Attn: Public Safety	CITY Los Angeles	STATE CA	ZIP CODE 90012
I. DAY-TO-DAY PROGRAM CONTACT:			
NAME Jon Trochez	TITLE Administrative Deputy, PD	TELEPHONE NUMBER (213) 974-2807	
STREET ADDRESS 210 West Temple St., 19-513 CSF		FAX NUMBER (213) 229-2577	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS JTrochez@pubdef.lacounty.gov

J. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Michael Xie	Senior Analyst, CEO	(213) 893-0649	
STREET ADDRESS		FAX NUMBER	
500 W Temple St., Rm. 754		(213) 687-7130	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Los Angeles	CA	90012	MXie@ceo.lacounty.gov

K. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Ricardo Garcia	Chief Executive Officer	(213) 974-2811	rgarcia@pubdef.lacounty.gov
STREET ADDRESS	CITY	STATE	ZIP CODE
210 West Temple Street, 19-513 CSF	Los Angeles	CA	90012
EMAIL ADDRESS			
rgarcia@pubdef.lacounty.gov			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)			DATE
By X  Christine M. Esacke, Chief Deputy			12/12/2022

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Public Defense Pilot Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Proposal Narrative

The Proposal Narrative section may not exceed **three (3) numbered** pages and must be submitted in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced.

I. Identify the specific section(s) of the Penal Code the application will address.

The Los Angeles County (LAC) Public Defense Pilot Program (LACPDPP) continues to use the grant to address the following Penal Code (PC) sections:

PC 1172.1 (formerly 1170(d)(1) & 1170.03): The LACPDPP collaborates with the Los Angeles County District Attorney (DA) and California Department of Corrections and Rehabilitation (CDCR) to resentence indigent defense clients by preparing resentencing documents for submission to the courts.

PC 1172.6 (formerly 1170.95): The LACPDPP identifies all potential indigent defense clients that have been convicted of murder, attempted murder, and/or manslaughter. Staff review possible cases and prepare, file, and litigate petitions for eligible clients. The LACPDPP also represents respective clients at all resentencing petition hearings.

PC 1473.7: The LACPDPP reviews records and documents to assess eligibility for relief, preparing motions and applications for immigration-affective post-conviction relief.

PC 3051: The LACPDPP identifies clients eligible for Youth Offender Parole Hearings (YOPH) and assists them by researching and writing their Franklin motions and representing them in court. Staff prepare psychosocial assessments and appropriate release plans that include housing, mental health, and substance abuse disorder services. Staff confirm that motions, accepted by the court, are sent to, and are maintained in, the inmate's CDCR central file, to ensure that the motions are considered by the parole board.

II. Describe the progress towards each goal identified in the original application.

Goal #1: Clients eligible for resentencing under PC 1172.1 are identified through collaboration with CDCR and DA. CDCR forwards lists of inmates considered eligible for resentencing. There were 55 new referrals from March 1, 2022, through November 28, 2022. The DA, based on internal criteria, provides the defense with lists containing tiers of individuals that will be reviewed for resentencing consideration. The LACPDPP assigns these cases to attorneys based on prior representation. The DA's lists have included a total of 290 individuals to date.

Inmates potentially eligible under PC 1172.6 file petitions in courts across LAC. The courts then send the filings to LAC's indigent defense agencies, where cases are logged and referred to the proper defense office to be assigned. Clients are also identified through family referrals and direct client contact. The LAC indigent defense agencies assist these clients with their petitions and represent them in court. A detailed tracking system is used to capture the date of filing, the date the case was assigned, and future court dates. A total of 1,030 cases were received from March 1, 2022, through November 28, 2022.

Franklin Cases under PC 3051 are identified through court and client referrals. A detailed spreadsheet is maintained of pending cases and cases that need to be assigned.

Under PC 1437.7, grant funds enable LACPDPP to provide post-conviction relief that qualify non-citizens for citizenship or defend clients against deportation. LACPDPP contacts immigrant clients by way of its hotline at the Adelanto ICE detention facility or via its public website, email, and/or telephone number. Staff also conduct outreach in the community and receive referrals from immigrant advocates and justice partners. Prospective cases are screened for post-conviction relief eligibility under various statutes including PC 1473.7 and the Racial Justice Act. Client representation includes research of law and facts, preparation of petitions and motions, and negotiation and litigation of the claim for relief in all LAC courts.

Goal #2: LACPDPP is working diligently to substantially reduce the number of incarcerated individuals whose cases originated in LAC. Judicial resistance to resentencing has delayed progress, but LAC continues to prepare and submit cases for potential resentencing. Murder resentencing cases under PC 1172.6 take one to three years to complete, though LAC is making progress toward reducing incarceration of clients convicted under the felony murder rule. A total of 1,030 new cases were received for assignment during the first nine months of the grant. The grant permitted a substantial increase in staffing that has allowed LAC to identify additional clients, assist clients in court, and take on work that it otherwise could not have handled.

Goal #3: Paralegals and Social Workers, hired using the grant, work with parole and community providers to design reentry plans for clients that support resentencing and release. These re-entry plans have proven instrumental in obtaining release for clients.

Social workers support and track the progress of clients for a year after release to give clients the best chance to succeed.

III. Describe how PDPP grant funds have impacted indigent defense services.

The PDPP grant funds have facilitated the expansion of staffing dedicated to post-conviction work and provided opportunities to further serve indigent clients. This has enabled LAC to assist more clients, better address the large number of cases pending resentencing, and make efforts towards reducing attorney caseloads. The assistance of grant-funded paralegals and social workers has been invaluable to LACPDPP's work on eligible statutes. Additional social workers, which LACPDPP anticipates hiring soon, will assist with re-entry and mitigation work. LAC, by building resentencing teams, has developed expertise in a broad array of resentencing statutes that enable it to better assess client eligibility and seek alternative resentencing relief when appropriate.

IV. Describe, in detail, how the project will use all unspent grant funds from the initial PDPP award (March 1, 2022 to March 1, 2023).

Unspent funding from Year 1 will be used to fund operational items necessary to successfully complete this grant, including but not limited to the following estimates: one (1) contracted app developer (\$195,000) and post-conviction case management module (\$700,000) for data collection and analysis; three (3) Fuse Fellows (\$555,000 total) to assist with grant management and reporting; two (2) contracted Interpreters (\$150,000 total) to assist with non-English speaking clients; nine (9) post-bar senior law clerks (\$783,000 total) to review records, prepare mitigation, and interview clients; one (1) Psychiatric Social Worker II (\$157,000) to support mitigation; Auditor-Controller funding administration services (\$50,000); expert witnesses (\$60,000); and CDCR records costs (\$14,000). Furthermore, \$245,000 is being requested (estimated \$5,000 x 49.0 employees) for workstation costs including computer hardware, peripherals, furniture, cell phones, cell service, and office refurbishments / miscellaneous costs to outfit workspaces for use, as well as office supplies and personal protective equipment. LAC is also exploring potential short-term leases at field offices to improve client accessibility and will follow with a proposal (cost TBD). The uses and estimated costs are subject to change, as allowed by the BSCC, based on the actual Year 1 savings, realized primarily due to the time needed to hire staff. The use of Year 1 funds for these items enables LACPDPP to maximize the number of full-time assigned staff working on the grant.

Proposal Budget

Applicants must provide a 12-month budget covering **March 1, 2023 to March 1, 2024**. To access the Public Defense Pilot Program Budget Microsoft Excel Template, click [here](#).

Please see attached.

Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's **top goals and objectives** (minimum of two); (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Please provide a project workplan in the below fields.

(1) Goal:	Identify incarcerated indigent defense clients for eligibility under statutory resentencing opportunities		
Objectives (A., B., etc.)	<p>A. 1170(d): Develop a collaborative approach to resentencing indigent defense clients with the Los Angeles County District Attorney (DA), California Department of Corrections & Rehabilitation (CDCR) and Los Angeles County Sheriff's Department (LASD), and prepare supportive documentation for resentencing.</p> <p>B. 1170.95: Identify all potential indigent defense clients that have been convicted of murder, attempted murder, and manslaughter.</p> <p>C. 1473.7: Analyze records and documents to assess eligibility for relief.</p> <p>D. 3051: Identify clients eligible for Youth Offender Parole Hearings (YOPH).</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<p>A. 1170(d): Develop a global, collaborative approach to resentencing with the DA, CDCR and LASD, and identify resentencing alternatives, legal defenses and statutory factors to support resentencing relief.</p> <p>B. 1170.95: Staff will review over one third of all possible cases in each grant year to identify cases the agencies can represent.</p> <p>C. 1473.7: Review cases, court records, interview clients, and analyze the client's criminal-immigration legal posture to assess eligibility for relief.</p> <p>D. 3051: Identify eligibility, legal defenses, and statutory factors to support parole eligibility</p>	LA County Public Defender and Alternate Public Defender, and Indigent Criminal Defense Appointments (ICDA)	3/1/2022 – 2/28/2025	

(2) Goal:	Substantially reduce the number of incarcerated individuals whose cases originated in LA County		
Objectives (A., B., etc.)	<p>A. Provide zealous representation to all clients represented under the four pertinent resentencing statutes.</p> <p>B. Collect data, document quantitative outcomes, and prepare reports.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<p>A. 1170(d): Prepare and file briefs with the court, negotiate with DA, litigate at hearings, and develop streamlined processes for re-integration of clients into community.</p> <p>B. 1170.95: Review original conviction case files and records, devise a strategy for collecting and developing new evidence, identify, consult and appoint appropriate experts, and prepare for and re-litigate cases at evidentiary hearings.</p> <p>C. 1473.7: Strategically file motions, negotiate settlements, and litigate contested motions.</p> <p>D. 3051: Prepare and place on the record any documents, evaluations, or testimony that may be relevant at the Youthful Offender Parole Hearing and, if feasible, present information to make an accurate record of the juvenile offender's characteristics and circumstances at the time of the offense.</p> <p>E. Program Data Collection and Reporting: Configure technology systems to enable data collection of all client representation and outcomes, prepare data reports, and present results.</p>	<p>LA County Public Defender and Alternate Public Defender, and Indigent Criminal Defense Appointments (ICDA)</p>	<p>3/1/2022 – 2/28/2025</p>
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(3) Goal:		Support successful reentry of resentenced and released LA County individuals back into their communities		
Objectives (A., B., etc.)	A. Develop individualized re-entry plans for all resentenced clients. B. Assist individuals with re-entry process for 18 months as needed.			
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
A. Create a comprehensive treatment planning/community re-entry plan, provide linkage to services: housing, benefits, employment services, medical services, and community-based services. B. Provide and document follow-up contact with each client for a period of up to 18 months and provide additional referrals to services, as needed.		Public Defender, Alternate Public Defender, and Indigent Criminal Defense Appointments (ICDA)	3/1/2022 – 2/28/2025	

Public Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: Los Angeles County (seeking full amount of \$12,740,780.83)

12-Month Budget: March 1, 2023 to March 1, 2024

The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries and Benefits	\$10,622,000.00
2. Services and Supplies	\$55,780.83
3. Professional Services or Public Agency Subcontracts	\$1,058,000.00
4. Non-Governmental Organization (NGO) Subcontracts	\$985,000.00
5. Equipment/Fixed Assets	\$0.00
6. Other (Travel, Training, etc.)	\$20,000.00
7. Indirect Costs	\$0.00
TOTAL	\$12,740,780.83

1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Total
Head Deputy	1.0 FTE @ \$392,000	\$392,000.00
Deputy Alternate Public Defender IV	2.0 FTE @ \$326,000 each	\$652,000.00
Deputy Public Defender III	13.0 FTE Deputy Public Defender III @ \$300,000 each	\$5,400,000.00
Deputy Alternate Public Defender III	5.0 FTE Deputy Alternate Public Defender III @ \$300,000 each	\$1,500,000.00
Supervising Paralegal	1.0 FTE @ \$189,000	\$189,000.00
Senior Paralegal	5.0 FTE @ \$173,000 each	\$865,000.00
Paralegal	6.0 FTE @ 159,000 each	\$954,000.00
Psychiatric Social Worker II	6.0 FTE @ 157,000 each	\$942,000.00
Supervising Legal Office Support Assistant	2.0 FTE @ 127,000 each	\$254,000.00
Legal Office Support Assistant	6.0 FTE @ \$117,000 each	\$702,000.00
Management Analyst	1.0 FTE Management Analyst @ \$171,000	\$171,000.00
Accounting Technician I	1.0 FTE Accounting Technician I @ \$101,000	\$101,000.00
TOTAL		\$10,622,000.00

1b. Salaries and Benefits Narrative:

These salaries and benefits reflect the cost of 49.0 Los Angeles County full-time equivalent positions at 100% time. Attorneys will review original conviction case files and records; devise strategy for collecting and developing new evidence; identify, consult, and appoint appropriate experts; and prepare for and re-litigate cases at evidentiary hearings. Psychiatric Social Worker II's will prepare in-depth bio-psycho-social reports as needed. These are specialized reports that support mitigation by explaining extensive trauma history, mental health/substance use disorder, and/or developmental delay/intellectual disabilities. Paralegals will review and screen eligible inmates; access, review, organize and summarize historical records; interview clients, family members and community members to develop mitigation; and write mitigation reports for attorney review. Legal Office Support Assistants will support case teams by performing administrative tasks as needed; process all incoming and outgoing correspondence; and manage coordination of client communications with legal team staff.

Note 1 - All positions were newly-allocated to departments during Year 1 and were filled or will be filled for the sole purpose of this grant. The composition of these positions reflects the budget adjustment made during Year 1 which added 1.0 Management Analyst and 1.0 Accounting Technician I, offset by the deletion of 1.0 Deputy Public Defender III, as well as the addition of 1.0 Deputy Alternate Public Defender III offset by 2.0 Deputy Alternate Public Defender III. Additionally, 2.0 Senior Law Clerks and 1.0 Psychiatric Social Worker II are being requested to be funded using Year 1 funds.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Software & Subscription Costs	Estimated \$43,000 for software and subscription services	\$43,000.00
Attorney Bar Dues	Estimated \$600 per each of the 21.0 attorney positions (includes remaining \$180.83 from award amt to balance)	\$12,780.83
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$55,780.83

2b. Services and Supplies Narrative:

Budget includes \$43,000 in software and subscription costs. This includes, but is not limited to, necessary software licenses for Microsoft Office, Adobe Acrobat, etc., legal research subscriptions such as LexisNexis, technical subscriptions, Nextiva phone software, data storage, and enterprise case management system license fees.
 Budget reflects an estimated \$600/attorney in Bar dues for 21.0 attorney positions. Also includes an additional \$180.83 to match the total grant amount of \$12,740,780.83.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Indigent Criminal Defense Appointments (ICDA/PACE) conflict counsel attorneys	Allocation based on expected workload.	\$1,058,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$1,058,000.00

3b. Professional Services Narrative

ICDA/PACE attorneys are contracted conflict panel private attorneys that provide indigent defense services in the event that Los Angeles County's Public Defender and Alternate Public Defender offices are unable to provide representation due to conflict. A case previously handled by an ICDA/PACE attorney will be reviewed for post-conviction eligibility by the original attorney, if available. The estimate of \$1,058,000 is based on anticipated post-conviction workload related to eligible statutes during Year 2.

4a. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Total
Los Angeles County Bar Association (LACBA) (panel attorney administrator)	LACBA's full-year contract cost of \$965,000 plus \$20,000 in related services and supplies	\$985,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$985,000.00

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

Los Angeles County has an existing contract with the Los Angeles County Bar Association (LACBA) to serve as independent conflict counsel (ICDA) administrator. LACBA's one-year allocation to manage its grant-funded post-conviction program comprises \$965,000 of salaries and employee benefits for 6.0 LACBA program support staff, including 1.0 Managing Attorney (\$290,000), 1.0 Resource Attorney (\$215,000), 1.0 Investigator (\$162,000), 1.0 Social Worker (\$122,000), 1.0 Paralegal (\$100,000), and 1.0 Program Coordinator (\$76,000). LACBA's allocation also includes \$20,000 for related services and supplies including mileage and training.

5a. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

5b. Equipment/Fixed Assets Narrative

Enter narrative here. You may expand cell height if needed.

6a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel Client Consultations	Estimated budget for mileage, airfare, lodging, parking	\$12,000.00
Training & Seminars	Estimated budget for as-needed trainings and seminars	\$8,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$20,000.00

6b. Other (Travel, Training, etc.) Narrative:

Travel client consultations - costs related to visiting clients in California Department of Corrections and Rehabilitation (CDCR) custody at various correctional facilities and local mileage for the sole purposes of carrying out work related to this grant. The applicable costs reimbursed by this grant will adhere to Los Angeles County travel reimbursement guidelines.

Training and seminars - costs to send Public Defense Pilot Program team members to trainings and seminars that will pertain to the four eligible penal codes under this grant when further information about available trainings becomes available. These trainings will be used to build legal and practical expertise necessary to carry out the work.

7a. Indirect Costs

Indirect costs may be charged to grant funds by choosing <u>either</u> Option 1) or 2) listed below:	Grant Funds	Total
1) Indirect costs will be charged as 10% of total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$1,274,078</i>	
2) Indirect costs will be charged up to 20% of direct total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$2,548,156</i>	
<i>Regardless of which option is chosen, if the amount entered in the Grant Funds column turns red, adjust it to not exceed the maximum noted just below it: TOTAL</i>	\$0	\$0

7b. Indirect Costs Narrative:

Enter narrative here. You may expand cell height if needed.

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.



Public Defense Pilot Program

Application Packet

Release Date: October 24, 2022

Applications Due: December 5, 2022

Full Grant Period: March 1, 2022 to March 1, 2025

2ND Round of Annual Allocation Period:
March 1, 2023 to March 1, 2024



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Public Defense Pilot Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

LOS ANGELES COUNTY

Date Submitted:

DECEMBER 5, 2022

Proposal Checklist

A completed proposal package for the Public Defense Pilot Program includes the following:

	Required Items:	✓
1	Cover Sheet (previous page) <ul style="list-style-type: none"> Insert Applicant Name and Date of Submission 	✓
2	Proposal Checklist (current page) <ul style="list-style-type: none"> Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	✓
3	Applicant Information Form <ul style="list-style-type: none"> Signed by the authorized signatory with a digital signature OR a wet signature in blue ink. 	✓
4	Proposal Narrative <ul style="list-style-type: none"> 3 pages or less 	✓
5	Proposal Budget <ul style="list-style-type: none"> Complete BSCC Budget template 	✓
6	Project Work Plan	✓
	Optional:	
	Governing Board Resolution Note: <i>The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.</i>	Will submit

I have reviewed this checklist, placed a check mark next to each item, and verified that all required items are included in this proposal packet.

x

By: *James M. Esack* Chief Deputy
Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Applicant Information Form: Instructions

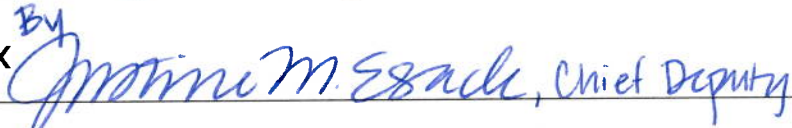
- A. Applicant:** Complete the required information for the local government submitting the form (i.e., <NAME> County).
- B. Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. Project Title:** Provide the title of the project.
- D. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. Grant Funds Requested:** Reference the Proposal Instructions Packet for funding by County (see Appendix D or Pages 4-5).
- F. Penal Code Section:** Identify the specific section(s) of the Penal Code the proposal will address. Funds must be utilized for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with Sections 1172.1, 1172.6, 1473.7, and 3051 of, the Penal Code.¹
- G. Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- H. Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- I. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- J. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- K. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

¹ Section 1170.95 of the Penal Code was amended and renumbered by Assembly Bill 200 (Chapter 58, Statutes of 2022) into section 1172.6 whereas Section 1170 was amended and renumbered by Assembly Bill 1540 (Chapter 719, Statutes of 2021), and later renumbered by Assembly Bill 200 into section 1172.1.

Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT County of Los Angeles		TAX IDENTIFICATION #: 95-6000927	
STREET ADDRESS 500 W Temple St., Rm. 754 Attn: Public Safety	CITY Los Angeles	STATE CA	ZIP CODE 90012
MAILING ADDRESS (if different) 500 W Temple St., Rm. 754 Attn: Public Safety	CITY Los Angeles	STATE CA	ZIP CODE 90012
C. PROJECT TITLE:	LA County Public Defense Pilot Program (LACPDPP)		
D. PROJECT SUMMARY (100-150 words):			
<p>Los Angeles County embraces the opportunity offered by the Public Defense Pilot Program to demonstrate an effective and scalable model for decarceration, cost-savings, reuniting families, and repairing communities. LA County's Public Defense Pilot Program (LACPDPP) will be carried out by its three indigent defense providers consisting of the LA County Public Defender, Alternate Public Defender, and conflict panel attorneys. LACPDPP clients will be evaluated by its indigent defense providers for eligibility under one or more of the statutes. After this initial assessment, clients will be assigned to attorneys and support staff, including paralegals and social workers, who will conduct a full investigation and provide the necessary legal representation.</p>			
E. GRANT FUNDS REQUESTED:		F. Penal Code(s) Addressed:	
\$ 12,740,780.83 (full amount)		PC 1170(d)(1); PC 1170.95; PC 1473.7; PC 3051	
G. PROJECT DIRECTOR:			
NAME Jon Trochez	TITLE Administrative Deputy, PD	TELEPHONE NUMBER (213) 974-2807	
STREET ADDRESS 210 West Temple St., 19-513 CSF		FAX NUMBER (213) 229-2577	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS JTrochez@pubdef.lacounty.gov
H. FINANCIAL OFFICER:			
NAME René Phillips	TITLE Manager, CEO	TELEPHONE NUMBER (213) 974-1478	
STREET ADDRESS 500 W Temple St., Rm. 754		FAX NUMBER (213) 687-7130	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS RPhillips@ceo.lacounty.gov
PAYMENT MAILING ADDRESS (if different) 500 W Temple St., Rm. 754 Attn: Public Safety	CITY Los Angeles	STATE CA	ZIP CODE 90012
I. DAY-TO-DAY PROGRAM CONTACT:			
NAME Jon Trochez	TITLE Administrative Deputy, PD	TELEPHONE NUMBER (213) 974-2807	
STREET ADDRESS 210 West Temple St., 19-513 CSF		FAX NUMBER (213) 229-2577	
CITY Los Angeles	STATE CA	ZIP CODE 90012	EMAIL ADDRESS JTrochez@pubdef.lacounty.gov

J. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Michael Xie	Senior Analyst, CEO	(213) 893-0649	
STREET ADDRESS		FAX NUMBER	
500 W Temple St., Rm. 754		(213) 687-7130	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Los Angeles	CA	90012	MXie@ceo.lacounty.gov

K. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Ricardo Garcia	Chief Executive Officer	(213) 974-2811	rgarcia@pubdef.lacounty.gov
STREET ADDRESS	CITY	STATE	ZIP CODE
210 West Temple Street, 19-513 CSF	Los Angeles	CA	90012
EMAIL ADDRESS rgarcia@pubdef.lacounty.gov			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)			DATE
By X  Christine M. Esacke, Chief Deputy			12/12/2022

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Public Defense Pilot Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Proposal Narrative

The Proposal Narrative section may not exceed **three (3) numbered** pages and must be submitted in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced.

I. Identify the specific section(s) of the Penal Code the application will address.

The Los Angeles County (LAC) Public Defense Pilot Program (LACPDPP) continues to use the grant to address the following Penal Code (PC) sections:

PC 1172.1 (formerly 1170(d)(1) & 1170.03): The LACPDPP collaborates with the Los Angeles County District Attorney (DA) and California Department of Corrections and Rehabilitation (CDCR) to resentence indigent defense clients by preparing resentencing documents for submission to the courts.

PC 1172.6 (formerly 1170.95): The LACPDPP identifies all potential indigent defense clients that have been convicted of murder, attempted murder, and/or manslaughter. Staff review possible cases and prepare, file, and litigate petitions for eligible clients. The LACPDPP also represents respective clients at all resentencing petition hearings.

PC 1473.7: The LACPDPP reviews records and documents to assess eligibility for relief, preparing motions and applications for immigration-affective post-conviction relief.

PC 3051: The LACPDPP identifies clients eligible for Youth Offender Parole Hearings (YOPH) and assists them by researching and writing their Franklin motions and representing them in court. Staff prepare psychosocial assessments and appropriate release plans that include housing, mental health, and substance abuse disorder services. Staff confirm that motions, accepted by the court, are sent to, and are maintained in, the inmate's CDCR central file, to ensure that the motions are considered by the parole board.

II. Describe the progress towards each goal identified in the original application.

Goal #1: Clients eligible for resentencing under PC 1172.1 are identified through collaboration with CDCR and DA. CDCR forwards lists of inmates considered eligible for resentencing. There were 55 new referrals from March 1, 2022, through November 28, 2022. The DA, based on internal criteria, provides the defense with lists containing tiers of individuals that will be reviewed for resentencing consideration. The LACPDPP assigns these cases to attorneys based on prior representation. The DA's lists have included a total of 290 individuals to date.

Inmates potentially eligible under PC 1172.6 file petitions in courts across LAC. The courts then send the filings to LAC's indigent defense agencies, where cases are logged and referred to the proper defense office to be assigned. Clients are also identified through family referrals and direct client contact. The LAC indigent defense agencies assist these clients with their petitions and represent them in court. A detailed tracking system is used to capture the date of filing, the date the case was assigned, and future court dates. A total of 1,030 cases were received from March 1, 2022, through November 28, 2022.

Franklin Cases under PC 3051 are identified through court and client referrals. A detailed spreadsheet is maintained of pending cases and cases that need to be assigned.

Under PC 1437.7, grant funds enable LACPDPP to provide post-conviction relief that qualify non-citizens for citizenship or defend clients against deportation. LACPDPP contacts immigrant clients by way of its hotline at the Adelanto ICE detention facility or via its public website, email, and/or telephone number. Staff also conduct outreach in the community and receive referrals from immigrant advocates and justice partners. Prospective cases are screened for post-conviction relief eligibility under various statutes including PC 1473.7 and the Racial Justice Act. Client representation includes research of law and facts, preparation of petitions and motions, and negotiation and litigation of the claim for relief in all LAC courts.

Goal #2: LACPDPP is working diligently to substantially reduce the number of incarcerated individuals whose cases originated in LAC. Judicial resistance to resentencing has delayed progress, but LAC continues to prepare and submit cases for potential resentencing. Murder resentencing cases under PC 1172.6 take one to three years to complete, though LAC is making progress toward reducing incarceration of clients convicted under the felony murder rule. A total of 1,030 new cases were received for assignment during the first nine months of the grant. The grant permitted a substantial increase in staffing that has allowed LAC to identify additional clients, assist clients in court, and take on work that it otherwise could not have handled.

Goal #3: Paralegals and Social Workers, hired using the grant, work with parole and community providers to design reentry plans for clients that support resentencing and release. These re-entry plans have proven instrumental in obtaining release for clients.

Social workers support and track the progress of clients for a year after release to give clients the best chance to succeed.

III. Describe how PDPP grant funds have impacted indigent defense services.

The PDPP grant funds have facilitated the expansion of staffing dedicated to post-conviction work and provided opportunities to further serve indigent clients. This has enabled LAC to assist more clients, better address the large number of cases pending resentencing, and make efforts towards reducing attorney caseloads. The assistance of grant-funded paralegals and social workers has been invaluable to LACPDPP's work on eligible statutes. Additional social workers, which LACPDPP anticipates hiring soon, will assist with re-entry and mitigation work. LAC, by building resentencing teams, has developed expertise in a broad array of resentencing statutes that enable it to better assess client eligibility and seek alternative resentencing relief when appropriate.

IV. Describe, in detail, how the project will use all unspent grant funds from the initial PDPP award (March 1, 2022 to March 1, 2023).

Unspent funding from Year 1 will be used to fund operational items necessary to successfully complete this grant, including but not limited to the following estimates: one (1) contracted app developer (\$195,000) and post-conviction case management module (\$700,000) for data collection and analysis; three (3) Fuse Fellows (\$555,000 total) to assist with grant management and reporting; two (2) contracted Interpreters (\$150,000 total) to assist with non-English speaking clients; nine (9) post-bar senior law clerks (\$783,000 total) to review records, prepare mitigation, and interview clients; one (1) Psychiatric Social Worker II (\$157,000) to support mitigation; Auditor-Controller funding administration services (\$50,000); expert witnesses (\$60,000); and CDCR records costs (\$14,000). Furthermore, \$245,000 is being requested (estimated \$5,000 x 49.0 employees) for workstation costs including computer hardware, peripherals, furniture, cell phones, cell service, and office refurbishments / miscellaneous costs to outfit workspaces for use, as well as office supplies and personal protective equipment. LAC is also exploring potential short-term leases at field offices to improve client accessibility and will follow with a proposal (cost TBD). The uses and estimated costs are subject to change, as allowed by the BSCC, based on the actual Year 1 savings, realized primarily due to the time needed to hire staff. The use of Year 1 funds for these items enables LACPDPP to maximize the number of full-time assigned staff working on the grant.

Proposal Budget

Applicants must provide a 12-month budget covering **March 1, 2023 to March 1, 2024**. To access the Public Defense Pilot Program Budget Microsoft Excel Template, click [here](#).

Please see attached.

Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's **top goals and objectives** (minimum of two); (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Please provide a project workplan in the below fields.

(1) Goal:	Identify incarcerated indigent defense clients for eligibility under statutory resentencing opportunities		
Objectives (A., B., etc.)	<p>A. 1170(d): Develop a collaborative approach to resentencing indigent defense clients with the Los Angeles County District Attorney (DA), California Department of Corrections & Rehabilitation (CDCR) and Los Angeles County Sheriff's Department (LASD), and prepare supportive documentation for resentencing.</p> <p>B. 1170.95: Identify all potential indigent defense clients that have been convicted of murder, attempted murder, and manslaughter.</p> <p>C. 1473.7: Analyze records and documents to assess eligibility for relief.</p> <p>D. 3051: Identify clients eligible for Youth Offender Parole Hearings (YOPH).</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<p>A. 1170(d): Develop a global, collaborative approach to resentencing with the DA, CDCR and LASD, and identify resentencing alternatives, legal defenses and statutory factors to support resentencing relief.</p> <p>B. 1170.95: Staff will review over one third of all possible cases in each grant year to identify cases the agencies can represent.</p> <p>C. 1473.7: Review cases, court records, interview clients, and analyze the client's criminal-immigration legal posture to assess eligibility for relief.</p> <p>D. 3051: Identify eligibility, legal defenses, and statutory factors to support parole eligibility</p>	LA County Public Defender and Alternate Public Defender, and Indigent Criminal Defense Appointments (ICDA)	3/1/2022 – 2/28/2025	

(2) Goal:	Substantially reduce the number of incarcerated individuals whose cases originated in LA County		
Objectives (A., B., etc.)	<p>A. Provide zealous representation to all clients represented under the four pertinent resentencing statutes.</p> <p>B. Collect data, document quantitative outcomes, and prepare reports.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<p>A. 1170(d): Prepare and file briefs with the court, negotiate with DA, litigate at hearings, and develop streamlined processes for re-integration of clients into community.</p> <p>B. 1170.95: Review original conviction case files and records, devise a strategy for collecting and developing new evidence, identify, consult and appoint appropriate experts, and prepare for and re-litigate cases at evidentiary hearings.</p> <p>C. 1473.7: Strategically file motions, negotiate settlements, and litigate contested motions.</p> <p>D. 3051: Prepare and place on the record any documents, evaluations, or testimony that may be relevant at the Youthful Offender Parole Hearing and, if feasible, present information to make an accurate record of the juvenile offender's characteristics and circumstances at the time of the offense.</p> <p>E. Program Data Collection and Reporting: Configure technology systems to enable data collection of all client representation and outcomes, prepare data reports, and present results.</p>	<p>LA County Public Defender and Alternate Public Defender, and Indigent Criminal Defense Appointments (ICDA)</p>	<p>3/1/2022 – 2/28/2025</p>
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(3) Goal:		Support successful reentry of resentenced and released LA County individuals back into their communities		
Objectives (A., B., etc.)		A. Develop individualized re-entry plans for all resentenced clients. B. Assist individuals with re-entry process for 18 months as needed.		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
			Start Date	End Date
A. Create a comprehensive treatment planning/community re-entry plan, provide linkage to services: housing, benefits, employment services, medical services, and community-based services. B. Provide and document follow-up contact with each client for a period of up to 18 months and provide additional referrals to services, as needed.		Public Defender, Alternate Public Defender, and Indigent Criminal Defense Appointments (ICDA)	3/1/2022 – 2/28/2025	

Public Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: Los Angeles County (seeking full amount of \$12,740,780.83)

12-Month Budget: March 1, 2023 to March 1, 2024

The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the **full amount** of funding next to your county name.

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries and Benefits	\$10,622,000.00
2. Services and Supplies	\$55,780.83
3. Professional Services or Public Agency Subcontracts	\$1,058,000.00
4. Non-Governmental Organization (NGO) Subcontracts	\$985,000.00
5. Equipment/Fixed Assets	\$0.00
6. Other (Travel, Training, etc.)	\$20,000.00
7. Indirect Costs	\$0.00
TOTAL	\$12,740,780.83

1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Total
Head Deputy	1.0 FTE @ \$392,000	\$392,000.00
Deputy Alternate Public Defender IV	2.0 FTE @ \$326,000 each	\$652,000.00
Deputy Public Defender III	13.0 FTE Deputy Public Defender III @ \$300,000 each	\$5,400,000.00
Deputy Alternate Public Defender III	5.0 FTE Deputy Alternate Public Defender III @ \$300,000 each	\$1,500,000.00
Supervising Paralegal	1.0 FTE @ \$189,000	\$189,000.00
Senior Paralegal	5.0 FTE @ \$173,000 each	\$865,000.00
Paralegal	6.0 FTE @ 159,000 each	\$954,000.00
Psychiatric Social Worker II	6.0 FTE @ 157,000 each	\$942,000.00
Supervising Legal Office Support Assistant	2.0 FTE @ 127,000 each	\$254,000.00
Legal Office Support Assistant	6.0 FTE @ \$117,000 each	\$702,000.00
Management Analyst	1.0 FTE Management Analyst @ \$171,000	\$171,000.00
Accounting Technician I	1.0 FTE Accounting Technician I @ \$101,000	\$101,000.00
TOTAL		\$10,622,000.00

1b. Salaries and Benefits Narrative:

These salaries and benefits reflect the cost of 49.0 Los Angeles County full-time equivalent positions at 100% time. Attorneys will review original conviction case files and records; devise strategy for collecting and developing new evidence; identify, consult, and appoint appropriate experts; and prepare for and re-litigate cases at evidentiary hearings. Psychiatric Social Worker II's will prepare in-depth bio-psycho-social reports as needed. These are specialized reports that support mitigation by explaining extensive trauma history, mental health/substance use disorder, and/or developmental delay/intellectual disabilities. Paralegals will review and screen eligible inmates; access, review, organize and summarize historical records; interview clients, family members and community members to develop mitigation; and write mitigation reports for attorney review. Legal Office Support Assistants will support case teams by performing administrative tasks as needed; process all incoming and outgoing correspondence; and manage coordination of client communications with legal team staff.

Note 1 - All positions were newly-allocated to departments during Year 1 and were filled or will be filled for the sole purpose of this grant. The composition of these positions reflects the budget adjustment made during Year 1 which added 1.0 Management Analyst and 1.0 Accounting Technician I, offset by the deletion of 1.0 Deputy Public Defender III, as well as the addition of 1.0 Deputy Alternate Public Defender III offset by 2.0 Deputy Alternate Public Defender III. Additionally, 2.0 Senior Law Clerks and 1.0 Psychiatric Social Worker II are being requested to be funded using Year 1 funds.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Software & Subscription Costs	Estimated \$43,000 for software and subscription services	\$43,000.00
Attorney Bar Dues	Estimated \$600 per each of the 21.0 attorney positions (includes remaining \$180.83 from award amt to balance)	\$12,780.83
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$55,780.83

2b. Services and Supplies Narrative:

Budget includes \$43,000 in software and subscription costs. This includes, but is not limited to, necessary software licenses for Microsoft Office, Adobe Acrobat, etc., legal research subscriptions such as LexisNexis, technical subscriptions, Nextiva phone software, data storage, and enterprise case management system license fees.
Budget reflects an estimated \$600/attorney in Bar dues for 21.0 attorney positions. Also includes an additional \$180.83 to match the total grant amount of \$12,740,780.83.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Indigent Criminal Defense Appointments (ICDA/PACE) conflict counsel attorneys	Allocation based on expected workload.	\$1,058,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$1,058,000.00

3b. Professional Services Narrative

ICDA/PACE attorneys are contracted conflict panel private attorneys that provide indigent defense services in the event that Los Angeles County's Public Defender and Alternate Public Defender offices are unable to provide representation due to conflict. A case previously handled by an ICDA/PACE attorney will be reviewed for post-conviction eligibility by the original attorney, if available. The estimate of \$1,058,000 is based on anticipated post-conviction workload related to eligible statutes during Year 2.

4a. Non-Governmental Organizations (NGO) Subcontracts

Description of Subcontract	Calculation for Expenditure	Total
Los Angeles County Bar Association (LACBA) (panel attorney administrator)	LACBA's full-year contract cost of \$965,000 plus \$20,000 in related services and supplies	\$985,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$985,000.00

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

Los Angeles County has an existing contract with the Los Angeles County Bar Association (LACBA) to serve as independent conflict counsel (ICDA) administrator. LACBA's one-year allocation to manage its grant-funded post-conviction program comprises \$965,000 of salaries and employee benefits for 6.0 LACBA program support staff, including 1.0 Managing Attorney (\$290,000), 1.0 Resource Attorney (\$215,000), 1.0 Investigator (\$162,000), 1.0 Social Worker (\$122,000), 1.0 Paralegal (\$100,000), and 1.0 Program Coordinator (\$76,000). LACBA's allocation also includes \$20,000 for related services and supplies including mileage and training.

5a. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

5b. Equipment/Fixed Assets Narrative

Enter narrative here. You may expand cell height if needed.

6a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel Client Consultations	Estimated budget for mileage, airfare, lodging, parking	\$12,000.00
Training & Seminars	Estimated budget for as-needed trainings and seminars	\$8,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$20,000.00

6b. Other (Travel, Training, etc.) Narrative:

Travel client consultations - costs related to visiting clients in California Department of Corrections and Rehabilitation (CDCR) custody at various correctional facilities and local mileage for the sole purposes of carrying out work related to this grant. The applicable costs reimbursed by this grant will adhere to Los Angeles County travel reimbursement guidelines.

Training and seminars - costs to send Public Defense Pilot Program team members to trainings and seminars that will pertain to the four eligible penal codes under this grant when further information about available trainings becomes available. These trainings will be used to build legal and practical expertise necessary to carry out the work.

7a. Indirect Costs

Indirect costs may be charged to grant funds by choosing <u>either</u> Option 1) or 2) listed below:	Grant Funds	Total
1) Indirect costs will be charged as 10% of total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$1,274,078</i>	
2) Indirect costs will be charged up to 20% of direct total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$2,548,156</i>	
<i>Regardless of which option is chosen, if the amount entered in the Grant Funds column turns red, adjust it to not exceed the maximum noted just below it: TOTAL</i>	\$0	\$0

7b. Indirect Costs Narrative:

Enter narrative here. You may expand cell height if needed.

Before submission, please verify that you have requested the full amount of funding your county is eligible to receive.



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 100
Los Angeles, CA 90012
Website: jcod.lacounty.gov

INTERIM DIRECTOR

Judge Songhai Armstead, *ret.*

April 18, 2023

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

Dear Supervisors:

**REQUEST TO AMEND DELEGATED AUTHORITY PREVIOUSLY APPROVED
BY YOUR BOARD TO EXERCISE NECESSARY CONTRACT ACTIONS
TO ENSURE CURRENT SERVICES WILL CONTINUE UNINTERRUPTED
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request to amend the delegated authority previously approved by your Board for the Interim Director of the newly-created Justice, Care and Opportunities Department (JCOD), or designee, to exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from the Department of Health Services (DHS).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Interim Director of JCOD, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements; award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations); and increase maximum Work Order amounts provided that sufficient funding is available, subject to review and approval as to form by County Counsel, with written notice to your Board and the CEO.



2. Authorize the Interim Director of JCOD, or designee, to prepare and execute amendments to SHSMA Work Orders awarded in Recommendation 1 and to any other contract documents transitioned from DHS to: (a) extend the original term by two (2) one-year optional extensions, provided that sufficient existing funding is available; (b) add, delete, and/or change terms and conditions as required under federal, State, and County regulatory and/or policy changes, or as required by Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar reasons: to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons, and/or revise County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or provide an increase in funding up to 10 percent above each term's annual funded amount provided that sufficient funds are available, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

On December 20, 2022, the County's Board of Supervisors approved JCOD's request for delegated authority, as indicated in Attachment A, which was similar or lesser than various authorities previously delegated by your Board to DHS. JCOD's existing delegated authority was requested to ensure that there would be no lapse in services and allow for existing contract documents to continue to apply to the services provided, but Recommendations 3 and 4 inadvertently did not include contract documents transitioned from DHS and need to be amended to align with the authorities previously delegated by your Board to DHS.

Recommendations

Board approval of Recommendations 1 and 2 will allow JCOD to amend its existing authority previously delegated by your Board to include authority previously delegated to DHS by your Board and allow for these recommendations to apply to contract documents transitioned from DHS. Board approval of these recommendations will also allow JCOD to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; (b) to continue to utilize the existing SHSMAs transitioned by DHS to apply to current and future services solicited through competitive WOS; (c) to ensure that there will be no lapse in services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan (a) Goal I, Make

The Honorable Board of Supervisors
April 18, 2023

Investments That Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, and Strategy I.3 – Reform Service Delivery Within Our Justice Systems; and (b) Goal II, Foster Vibrant and Resilient Communities, specifically Strategy II.1 – Drive Economic and Workforce Development in the County, Strategy II.2 – Support the Wellness of Our Communities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

As of November 16, 2022, the work of DHS's Office of Diversion and Reentry (ODR), Reentry Division transitioned from DHS into JCOD. The funding for each line of business transferred from the CEO and the funding for DHS-ODR, Reentry Division has been transferred through the budget process or a budget adjustment to ensure existing funding for all applicable programs and services will continue to be available for the services provided allowing the work to continue uninterrupted. As for the FY 2022-23 budgetary impact, the funding allocations will vary depending upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the SOW for each WO or Contract utilizing existing available funding.

There is no new net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the transitioned contract documents are highly technical, specialized and cannot be provided by County staff. These services are only needed on an intermittent or as-needed basis, and therefore, are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). All contract documents allowed under the recommendations above will be developed in consultation with County Counsel and reviewed and approved as to form, prior to execution in the case of contract documents and prior to release in the case of competitive solicitations.

CONTRACTING PROCESS

DHS transitioned all necessary Master Agreements, Contracts, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other similar contract documents to JCOD to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and by ensuring existing solicitations are completed and contracting needs are met to ensure a smooth and seamless transition. New services will be procured through a variety of competitive solicitation processes, developed in consultation with County Counsel and subject to Board approval, prior to entering into new contracts. JCOD is working to streamline the contracting process while ensuring that funds are allocated both efficiently and consistent with County regulations and Board priorities.

IMPACT ON CURRENT SERVICES

Approval of these recommendations will enable JCOD to meet its strategic contracting needs and

The Honorable Board of Supervisors
April 18, 2023

Board priorities; ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided; and to continue DHS-ODR Reentry Division efforts, as well as the Board's integrated care initiatives to target the most vulnerable and under-served populations in the County.

Respectfully submitted,

Judge Songhai Armstead (Ret.)
Interim Director

JSA:EM

Attachments

c: Executive Office, Board of Supervisors
 Chief Executive Office
 County Counsel
 Department of Health Services

BOARD OF
SUPERVISORS

Hilda L. Solis
First District

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Second District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 100
Los Angeles, CA 90012
Website: jcod.lacounty.gov

INTERIM DIRECTOR

Judge Songhai Armstead, *ret.*

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 20, 2022

41 December 20, 2022

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST DELEGATED AUTHORITY TO EXERCISE NECESSARY
CONTRACT ACTIONS TO ENSURE CURRENT SERVICES WILL CONTINUE
UNINTERRUPTED AND EXISTING CONTRACT DOCUMENTS
WILL CONTINUE TO APPLY TO THE SERVICES PROVIDED
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval for the Interim Director of the newly-created Justice, Care and Opportunities Department, or designee, to: (a) exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from the Department of Health Services; and (b) accept Grant Awards and execute Grant Agreements in amounts not to exceed \$500,000 per Grant Award per budget period and/or annual term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Interim Director of the Justice, Care and Opportunities Department (JCOD), or designee, to execute amendments to existing Master Agreements, Work Orders, and/or any other similar contract documents transitioned from the Department of Health Services (DHS) listed on Attachment I, as well as additional Master Agreements, Work Orders, and/or any other similar contract documents that have yet to be transferred from



- DHS (Agreement or Agreements) to: (a) exercise existing and allowable optional extension terms set forth in each applicable contract document; (b) add, delete, and/or change terms and conditions only as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and Chief Executive Office (CEO) policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents to achieve intended service objectives and desired Program outcomes; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (d) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; and (e) revise the maximum contract amount and/or fee-for-service rate up to no more than 10 percent of the initial contract amount to meet the County's service needs, subject to the review and approval as to form by County Counsel, only if existing budgeted resources are available and with written notice to your Board and CEO.
2. Authorize the Interim Director of JCOD, or designee, to prepare and execute new Supportive and/or Housing Services (SHSMA) Master Agreements substantially similar to Attachment II, with existing DHS SHSMA Contractors, effective upon execution and coterminous with the expiration of the Master Agreement, subject to the review and approval as to form by County Counsel.
 3. Authorize the Interim Director of JCOD, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements, and award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts in an amount not to exceed \$2,500,000 annually per Work Order provided that sufficient existing funding is available, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.
 4. Authorize the Interim Director of JCOD, or designee, to prepare and execute amendments to SHSMA Work Orders awarded in Recommendation 3 to: (a) extend the original term by two (2) one-year optional extension provided that sufficient existing funding is available; (b) add, delete, and/or change terms and conditions as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar

- reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or provide an increase in funding up to 10 percent above each term's annual funded amount provided that sufficient funds are available, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.
5. Authorize the Interim Director of JCOD, or designee, to accept Grant Awards, and execute Grant Agreements and/or Amendments, from Federal, State, and other Public and Private agencies in amounts not to exceed \$500,000 per Grant Award per 12-month budget period and/or annual term, in furtherance of the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, with prior written notice to your Board and CEO of the anticipated Grant acceptance.
 6. Authorize the Interim Director of JCOD, or designee, to execute new or amend existing non-financial memorandums of understanding (MOU) or memorandums of agreement (MOA) with other County, governmental, or private partners that allow for collaboration on activities to further the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

The County of Los Angeles created the new JCOD to continue the services that were previously and/or currently administered by the Los Angeles County Alternatives to Incarceration (ATI) office and the Jail Closure Implementation Team (JCIT) team within the CEO's Office and the Reentry Division within DHS' Office of Diversion and Reentry (DHS-ODR).

DHS is transitioning approximately 49 Agreements from DHS-ODR to JCOD. Of that number, approximately 47 underlying Master Agreements with 41 different Community-Based Organizations (CBO) will also be transitioned. JCOD has created a catalogue in Attachment I which lists all of the Agreements transitioned from DHS, along with the funding amounts and services provided.

DHS currently has various authorities delegated from your Board, listed on Attachment III, to administer, execute and amend the transitioned Agreements, including its SHSMAs. To ensure the work continued uninterrupted as Agreements were transitioned, the Director of DHS authorized the Interim Director to sign contract documents as a designee, pursuant to the relevant authority designated by your Board, until JCOD obtained its own Board authority. JCOD requests substantially-similar delegated authority approved by your Board to ensure that there will be no lapse in services and to allow for existing contract documents to continue to apply to the services

provided. These delegations will allow for a smooth and seamless transition to JCOD and provide JCOD sufficient time to develop, release, and enter into its own Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval.

Recommendations

Board approval of Recommendation 1 will allow JCOD to: (a) continue to utilize, manage and administer existing contract documents transitioned from DHS; (b) ensure there will be no lapse in services; (c) allow for existing contract documents to continue to apply to the services provided; and (d) to allow JCOD sufficient time to concurrently develop, release, and enter into its own proprietary Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will also allow JCOD to properly administer existing and new Programs to achieve their intended and desired outcomes.

Board approval of Recommendation 2 will allow JCOD to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; as well as utilize the existing DHS SHSMAs that were not transitioned to JCOD, to apply to current and future services solicited through competitive WOS. This will ensure that there will be no lapse in services. Concurrently, JCOD will develop and release its own Request for Statement of Qualifications (RFSQ) to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval.

Board approval of Recommendations 3 and 4 will allow JCOD (a) to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; (b) to continue to utilize the existing SHSMAs transitioned by DHS to apply to current and future services solicited through competitive WOS; (c) to ensure that there will be no lapse in services; and (d) to allow JCOD sufficient time to concurrently develop and release its own RFSQ to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will allow JCOD to continue and expand the work transitioned from DHS by developing and releasing competitive WOS to existing qualified SHSMA Contractors that are currently providing services under Agreements transitioned from DHS, which will ensure current services will continue to be provided throughout the County utilizing existing budgeted resources. Board approval of these recommendations will also allow JCOD to adjust existing SHSMA WO allocations, provided that sufficient and existing budgeted resources are available, to ensure funding is effectively utilized to continue to provide the intended and desired services to target populations and communities in need.

Board approval of Recommendations 5 will allow JCOD to streamline and expedite the acceptance of grants and awards, reducing the amount of programmatic and administrative time required to implement services for the residents of Los Angeles County, furthering JCOD's mission and your Board's priorities.

Board approval of Recommendation 6 will allow JCOD to collaborate on activities that will further

the JCOD's mission, your Board's priorities and the services provided through various Agreements. Non-financial MOUs, MOAs and/or other similar partnership agreements allow for JCOD to establish coordinated efforts with County, governmental, and/or private entities to streamline and further the Department's strategic contracting priorities. Board approval of this recommendation will also allow for the coordination of care and collaboration with County, governmental, and/or private entities to utilize required systems and enable data sharing for required programs, where legally allowed.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan (a) Goal I, Make Investments That Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, and Strategy I.3 – Reform Service Delivery Within Our Justice Systems; and (b) Goal II, Foster Vibrant and Resilient Communities, specifically Strategy II.1 – Drive Economic and Workforce Development in the County, Strategy II.2 – Support the Wellness of Our Communities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

As part of the FY 2022-23 Final Adopted Budget, all available funding from CEO's budget in support of Alternatives to Incarceration and the Jail Closure Implementation Team was transitioned to JCOD. Also, on September 27, 2022, the County's Board of Supervisors directed the CEO, in consultation with the relevant County departments, to ensure that the JCOD was prepared to launch its Office of Adult Programs by November 15, 2022. On November 1, 2022, the Board approved a budget adjustment to transfer all funding from DHS-ODR in support of the Re-entry work, to JCOD to fund the positions and other appropriation needed to allow for the establishment of the Office of Adult Programs within JCOD.

As of November 16, 2022, the work of DHS-ODR Re-entry transitioned from DHS into JCOD. The funding for each line of business transferred from CEO and DHS-ODR Re-entry has been transferred through the budget process or a budget adjustment, to ensure existing funding for all applicable programs and services will continue to be available to the services provided and allow the work will continue uninterrupted.

As for the FY 2022-23 budgetary impact, the funding allocations will vary depending upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the SOW for each WO or Contract utilizing existing available funding. There is no new net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the transitioned contract documents are highly technical, specialized and cannot be provided by County staff. These services are only needed on an intermittent or as-needed basis, and therefore, are exempt from Proposition A (Los Angeles County Code Chapter

2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

All Agreements allowed under the recommendations above will be developed in consultation with County Counsel, and reviewed and approved as to form prior to execution in the case of contract documents, and prior to release in the case of competitive solicitations.

CONTRACTING PROCESS

DHS released a RFSQ on April 5, 2012, to identify qualified vendors to enter into SHSMAs with the County. The RFSQ continues to be advertised and open to new agencies, and was revised to include new categories of services pursuant to the authority delegated by your Board on February 21, 2017. The current SHSMA now includes various categories, including but not limited to, Capacity Building Services (CBS), Employment and Education Services (EES), Intensive Case Management Services (ICMS), Reentry Services and/or Youth Development Services, Property Related Tenant Services (PRTS), and Intensive Case Management Services (ICMS).

On June 19, 2012, the County's Board of Supervisors delegated authority to the DHS, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027.

DHS entered into new SHSMAs with existing qualified contractors, on an open continuous basis, with the intention of transitioning those SHSMAs to JCOD to allow for the existing contract documents to apply to the services provided, to allow JCOD to continue services uninterrupted and to release future WOS under those SHSMAs until JCOD has developed its own Master Agreements through a competitive RFSQ process and received approval from your Board. The County has determined that by entering into Work Orders with Contractors, it is better able to provide services to their intended target populations through a streamlined contracting process and provide a better system to deliver seamless service to all clients.

DHS released competitive WOS to all Qualified Master Agreement Contractors, containing various Statements of Work for services that needed be provided to the intended target populations. Upon completion of the solicitations, Work Orders were executed with Qualified Contractors that met the review criteria specified within each competitive WOS.

DHS will transition all necessary Master Agreements, Contracts, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other similar contract documents to JCOD to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and by ensuring existing solicitations are completed and contracting needs are met to ensure a smooth and seamless transition.

New services will be procured through a variety of competitive solicitation processes, developed in consultation with County Counsel and subject to Board approval, prior to entering into new contracts. JCOD is working to streamline the contracting process, while ensuring that funds are allocated both efficiently and consistent with County regulations and Board priorities.

The Honorable Board of Supervisors
December 20, 2022

IMPACT ON CURRENT SERVICES

Approval of these recommendations will enable JCOD to streamline and meet its strategic contracting needs and Board priorities; ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided; and to continue DHS-ODR Re-entry efforts, as well as the Board's integrated care initiatives to target the most vulnerable and under-served populations in the County.

Respectfully submitted,



Judge Songhai Armstead (Ret.)
Interim Director

JSA:EM

Attachments

c: Executive Office, Board of Supervisors
 Chief Executive Office
 County Counsel
 Department of Health Services

**Department of Health Services (DHS) Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

	Contractor Name	Master Agreement No.	Work Order Number	Start Date	End Date	Funding	Services
1	Via Care Community Health Center	J-709722	017-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
2	Exodus Recovery, Inc.	J-709607	111-RE-RS	7/1/2022	6/30/2023	\$ 486,000	Reentry Intensive Case Management Services
3	Epidaurus	J-709556	112-RE-RS	7/1/2022	6/30/2023	\$ 216,000	Reentry Intensive Case Management Services
4	Homeless Health Care Los Angeles	J-709408	118-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services
5	Shields For Families	J-709415	119-RE-RS	7/1/2022	6/30/2023	\$ 216,000	Reentry Intensive Case Management Services
6	Special Service For Groups, Inc.	J-709417	120-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services
7	St. Johns Well Child and Family Center, Inc.	J-709418	121-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services
8	St. Joseph Center	J-709419	122-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
9	Southern California Health & Rehabilitation Program	J-709416	123-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
10	Good Seed Community Development Corporation	J-709405	124-RE-RS	7/1/2022	6/30/2023	\$ 324,000	Reentry Intensive Case Management Services
11	Volunteers of America of Los Angeles	J-709723	125-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services
12	Paving the Way Foundation	J-709412	126-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
13	Center for Living and Learning	J-709604	127-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services
14	Flintridge Center	J-709559	128-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
15	Turning Point Alcohol and Drug Education Program, Inc.	J-709721	129-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
16	Public Health Foundation Enterprises, Inc. DBA Heluna Health	J-709413	130-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services
17	East Valley Community Health Center, Inc.	J-709598	131-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
18	Watts Labor Community Action Committee	J-709724	132-RE-RS	7/1/2022	6/30/2023	\$ 540,000	Reentry Intensive Case Management Services
19	Tarzana Treatment Centers, Inc.	J-709420	133-RE-RS	7/1/2022	6/30/2023	\$ 270,000	Reentry Intensive Case Management Services

20	Champions In Service San Fernando Valley and Greater Los Angeles	J-709614	134-RE-RS	7/1/2022	6/30/2023	\$ 216,000	Reentry Intensive Case Management Services
21	Asian Youth Center	J-709623	135-RE-RS	7/1/2022	6/30/2023	\$ 162,000	Reentry Intensive Case Management Services
22	A New Way of Life Re-Entry Project	J-709692	136-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
23	Homeboy Industries	J-709407	138-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
24	The Catalyst Foundation	J-709421	145-RE-RS	7/1/2022	6/30/2023	\$ 108,000	Reentry Intensive Case Management Services
25	Community Health Alliance of Pasadena DBA ChapCare	J-709565	146-RE-RS	7/1/2022	6/30/2023	\$ 54,000	Reentry Intensive Case Management Services
26	PATH	J-709411	168-RE-RS	7/1/2022	6/30/2023	\$ 54,000	Reentry Intensive Case Management Services
27	Christ-Centered Ministries	J-709625	169-RE-RS	7/1/2022	6/30/2023	\$ 240,000	Reentry Intensive Case Management Services
28	The Chrysalis Center	J-709730	244-RE-EES	11/1/2020	6/30/2023	\$ 3,677,442	Employment and Education Services
29	Paving the Way Foundation	J-709412	245-RE-EES	11/1/2020	6/30/2023	\$ 1,609,281	Employment and Education Services
30	Friends Outside in Los Angeles County	J-709771	246-RE-EES	11/1/2020	6/30/2023	\$ 1,576,159	Employment and Education Services
31	The Anti-Recidivism Coalition	J-709772	248-RE-EES	11/1/2020	6/30/2023	\$ 914,056	Employment and Education Services
32	Alliance for Community Empowerment, Inc.	J-709560	249-RE-EES	11/1/2020	6/30/2023	\$ 426,524	Employment and Education Services
33	Rio Hondo Community College District - Rio Hondo College	J-709414	255-RE-EES	7/14/2022	6/30/2023	\$ 225,000	College and Career Program
34	Los Angeles Community College District - East Los Angeles College	J-709409	256-RE-EES	7/1/2022	6/30/2023	\$ 225,000	College and Career Program
35	Mount San Antonio College	J-709410	273-RE-EES	7/1/2022	6/30/2023	\$ 250,000	College and Career Program
36	Los Angeles Centers for Alcohol and Drug Abuse	J-709727	281-RE-CBS	7/1/2022	6/30/2023	\$ 100,000	Training Management Services
37	Christ-Centered Ministries	J-709625	340-RE-IHS	7/1/2022	6/30/2023	\$ 1,700,900	Stabilization
38	First to Serve, Inc.	J-709547	341-RE-IHS	7/1/2022	6/30/2023	\$ 1,248,300	Stabilization
39	Holidays Helping Hands	J-70940	385-RE_IHS	7/1/2022	6/30/2023	\$ 1,343,200	Stabilization
40	Community Partners	J-709727	370-RE-RS	7/1/2022	6/30/2023	\$ 235,000	DOORS services
41	Public Health Foundation Enterprises, Inc. DBA Heluna Health	J-709413	383-RE-CBS	7/1/2022	6/30/2023	\$ 1,826,643	Temporary Personnel Services

42	The Chrysalis Center	J-709730	390-RE-RS	7/1/2022	6/30/2023	\$ 300,000	DOORS services
43	A New Way of Life Re-Entry Project	J-709692	391-RE-RS	7/1/2022	6/30/2023	\$ 275,000	DOORS services
44	Five Keys Schools and Programs	J-709729	392-RE-RS	7/1/2022	6/30/2023	\$ 200,000	DOORS services
45	Special Service For Groups, Inc.	J-709417	393-RE-RS	7/1/2022	6/30/2023	\$ 150,000	DOORS services
46	Legal Aid Foundation	J-709728	389-RE-RS	7/1/2022	6/30/2023	\$ 275,000	DOORS services
47	Brilliant Corners	J-709689	057-RE-ICMS	7/1/2022	6/30/2023	\$ 900,000	Intensive Case Management Services – Rapid Rehousing
NON-SHSMA							
48	MDRC	H-708013	N/A	4/9/2010	4/8/2024	\$ 5,425,000	Evaluation Services
49	FUSE Corps	H-709089	018-DHS-HSA	6/22/2022	7/24/2023	\$ 180,000	Temporary Personnel Services

MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

MASTER AGREEMENT PROVISIONS
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**MASTER AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
CONTRACTOR'S NAME
FOR
SUPPORTIVE AND/OR HOUSING SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of **Month**, 2022 by and between the County of Los Angeles hereinafter referred to as County and **CONTRACTOR'S NAME** hereinafter referred to as Contractor. **CONTRACTOR'S NAME** is located at **CONTRACTOR'S ADDRESS**.

RECITALS

WHEREAS, the County may contract with private businesses for Supportive and/or Housing Services when certain requirements are met; and

WHEREAS, this Master Agreement is authorized under California Codes, Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, on June 19, 2012, the County's Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027; and

WHEREAS, the Contractor is a private firm specializing in providing Supportive and/or Housing Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Master Agreement, and consistent with the professional standard of care for these services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Safely Surrendered Baby Law

Unique Exhibits:

- 1.4 EXHIBIT D - Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Subsequent Executed Work Orders
- 1.6 EXHIBIT F - Charitable Contributions Certification
- 1.7 EXHIBIT G - Medical Health Screening

Notwithstanding the foregoing order of precedence and solely with respect to the Statement of Work described under a fully executed Work Order, such Work Order will take precedence solely with respect to obligations designated as subject to change via Work Order in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 – Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement, and whose evidence of

insurance requirements have all been received by the County and are valid and in effect at the time of the Work Order award.

- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Contractor's Work Order Program Manager:** The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 2.4 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order executions.
- 2.5 County's Program Manager:** The County person designated as chief contact person with respect to the day-to-day administration of a Work Order executed under the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services
- 2.8 Director:** Director of DHS or authorized designee.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with DHS.
- 2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks

and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by the Contractors except in accordance with an executed Work Order.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof.
- 3.3** If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County.
- 3.4** Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
- 3.5** Upon completion of reviews, the County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies response review criteria other than lowest price. It is understood by the Contractor that the County's competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6** The County reserves the right to execute a direct award Work Order without a Work Order Solicitation if it is in the best interest of the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement is effective July 1, 2022, and will expire on June 30, 2023, unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2** The County shall have the sole option to extend the Master Agreement term on an annual basis through June 30, 2027. These options shall be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.
- 4.3** The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4** The Contractor must notify the County when this Master Agreement 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 the County at the address herein provided in Exhibit A - County's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1** The Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- 5.2** The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.
- 5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF MASTER AGREEMENT**

The Contractor will have no claim against the 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 Master Agreement. Should the Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after

expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Master Agreement.

5.4 INVOICES AND PAYMENTS

5.4.1 The Contractor's payment process will be specified in the executed Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.4.2 The Contractor's invoices must be priced in accordance with the executed Work Order.

5.4.3 The Contractor's invoices must contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service unless other such invoicing due date is specified in the Work Order.

5.4.5 All invoices under this Master Agreement must be submitted to the address identified in the Work Order.

5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager or designated alternate 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.

The following Sub-paragraph 5.4.7 will only apply to Certified Local SBEs.

5.4.7 Local Small Business Enterprises (SBE) – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.5.1 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).
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of this Master Agreement, 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 MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director will have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD)

The County's MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and the Contractor. In addition, the County's MAPD is the approving authority for individual Work Order executions.

6.2 COUNTY'S PROGRAM MANAGER

The County's Program Manager will be identified in the executed Work Order and is the County's chief contact person with respect to the day-to-day administration of the specific Work Order.

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

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER AND CONTRACTOR'S WORK ORDER PROGRAM MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name or contact information of the Contractor's Project Manager within five (5) business days. The Contractor's Project Manager will be responsible for the Contractor's activities as applicable to this Master Agreement.

7.1.2 The Contractor's Work Order Program Manager will be identified in the executed Work Order and is the Contractor's chief contact person with respect to the day-to-day administration of the specific Work Order. The Contractor's Work Order Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the Contractor in any respect whatsoever.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in

the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.

7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.5, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

7.6.1 The Contractor must maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, 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 Furthermore, the Contractor must: (i) not use any such records or information for any purpose whatsoever other than carrying out the

express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than the County without prior written notice to the County of Contractor's intent to disclosure records. ; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.3 The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.4 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.5 The Contractor must sign and adhere to the provisions of the Exhibit D – Contractor Acknowledgement and Confidentiality Agreement on the behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

7.7 MEDICAL HEALTH SCREENING

Individual Work Orders may have a Medical Health Screening requirement for staff providing services. In the event of such requirement, the Contractor's staff must have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit G – Medical Health Screening. The cost of the Medical Health Screening will be at the expense of the Contractor.

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

The Contractor will not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects a Work Order or any term or condition included in this Master Agreement, an Amendment/Administrative Amendments to either a Work Order or the Master Agreement will be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

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

8.1.3 The Director of DHS, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions

in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer or delegate its rights or duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the 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 Sub-paragraph, County consent will require a written amendment to the Master Agreement, 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 Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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 the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. 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.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor must comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

8.6.3 Facilities Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a facility, the Contractor and such persons will be subject to the rules and regulations of that facility. Facility's Administrator will furnish a copy of rules and regulations to the Contractor pertaining to the facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, will furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all

persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.6.4 County Data Maintenance, Management, and Sharing Directives

The County may from time to time, issue directives regarding County standards and procedures concerning the manner in which Contractors are to maintain, manage and/or share data. Contractor agrees that it must comply with such County directives unless Contractor demonstrates compliance would be unduly burdensome, as solely determined by the County. County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement, for Contractor's failure to comply with its directives issued pursuant to this section.

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.2 The Contractor certifies to the County each of the following:
1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 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.
- 8.8.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical

condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.8.6 The Contractor must allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations must constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.8.9 Anti-discrimination in Services:

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission,

enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement 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](#).

8.9.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), 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.
2. For purposes of this Sub-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) the 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 Master

Agreement, the subcontractor will also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement 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 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 Master Agreement 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.
4. The Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.
- 8.10.2 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 Master Agreement. 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 Sub-paragraph 8.10 will be a material breach of this Master Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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 General Relief Opportunity for Work (GROW) 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/GROW participants by job category to the Contractor. The Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 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 this Master Agreement, 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.

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

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

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 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. The Contractor, and its subcontractors, can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 The Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by the Contractor to meet the requirements of this Subparagraph will constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.16.1 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.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.
- 8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards identified in the Work Order. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement 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 Master Agreement or impose other penalties as specified in this Master Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 Unless otherwise set forth in a Work Order, the Contractor will repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 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 Master Agreement 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.
- 8.20.2 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 Master Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions.

8.22 FAIR LABOR STANDARDS

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

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract will provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that facilities maintained by the County provide care essential to the residents of the communities they serve, and that these

services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement and Work Orders, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement will be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.26 INTENTIONALLY OMITTED

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Master Agreement 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.

8.27.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement 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. Consistent with the foregoing, the County will have no liability, and the Contractor will be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those

relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.27.4 The Contractor must adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.28 INDEMNIFICATION

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

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Master Agreement. 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 the Contractor pursuant to this Master Agreement. 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 Master Agreement. Additional insurance requirements and coverage may be required in individual executed Work Orders.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement

confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates must be provided to the County not less than ten (10) days prior to the 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 Master Agreement 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 Master Agreement. 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 e-mailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also must promptly report to the 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 the Contractor. The Contractor also must promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The 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.

8.29.3 Cancellation of or Changes in Insurance

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

8.29.4 Failure to Maintain Insurance

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

8.29.5 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 the County.

8.29.6 Contractor's Insurance Must Be Primary

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

8.29.7 Waivers of Subrogation

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

8.29.8 Subcontractor Insurance Coverage Requirements

The Contractor must include all Subcontractors as insureds under the Contractor's own policies or must provide The County with each Subcontractor's separate evidence of insurance coverage. The 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 the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The 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 the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the 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.

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

The 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.

8.29.12 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.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the 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.

8.29.14 County Review and Approval of Insurance Requirements

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

The Contractor must provide proof of all required insurance coverage prior to execution of a Work Order.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the 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

8.30.2 **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 the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 **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 the 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 the 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.

8.30.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

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

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor must obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder must be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

The Contractor must bring to the attention of the Program Manager and/or Master Agreement Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master

Agreement. If the Program Manager or Master Agreement Project Director is not able to resolve the dispute, the Director of DHS, or designee will resolve it.

8.37 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.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Contractor can access posters and other campaign material available at the following website: <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement 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 Exhibit A - County's Administration and Exhibit B - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, must have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit B – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 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 Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, 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 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.41.2 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

- 8.42.1 The Contractor must not disclose any details in connection with this Master Agreement 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 Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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 Director or his/her designee. The County will not unreasonably withhold written consent

- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 will apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor must maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement.
- 8.43.2 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 Master Agreement. 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 Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor must file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, 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 Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.43.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the

Contractor regarding the work performed under this Master Agreement, 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 will 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and must ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written 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 Master Agreement.

8.46.2 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.
- 8.46.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee 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, the Contractor will forward a fully executed subcontract to the County for their files.
- 8.46.7 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.
- 8.46.8 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. The Contractor must ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their

nature should survive, the following shall survive any termination or expiration of this Master Agreement:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.1 (Amendments)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.22 (Fair Labor Standards)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.39 (Notices)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Sub-paragraph 8.50 (Termination for Convenience)

Sub-paragraph 8.51 (Termination for Default)

Sub-paragraph 8.58 (Validity)

Sub-paragraph 8.59 (Waiver)

Sub-paragraph 8.64 (Prohibition from Participation in Future Solicitation(s))

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable

8.48 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 Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

8.50.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, 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.

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 Sub-paragraph 8.51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

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

performance pursuant to this Master Agreement. 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.

8.52.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

8.53 TERMINATION FOR INSOLVENCY

8.53.1 The County may terminate this Master Agreement 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.

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.54 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.56 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.

8.57 UNLAWFUL SOLICITATION

The Contractor must inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.63 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.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Respondent, or a Contractor or its subsidiary or Subcontractor ("Respondent/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Respondent/Contractor has provided advice or consultation for the solicitation. A Respondent/Contractor is also prohibited from submitting a bid or response in a County solicitation if the Respondent/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 Respondent/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Master Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

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.

9.0 UNIQUE TERMS AND CONDITIONS

The following Sub-paragraphs 9.1 through 9.3 will only apply to Contractors that qualify for the applicable County Preference Program.

9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the

state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.2.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, the Contractor will:

1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

- 9.4.1 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 the Contractors to complete Exhibit F - 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.
- 9.4.2 The Contractor must be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.
- 9.4.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person will acquire any rights as a third-party beneficiary of this Master Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.6.1 The Contractor staff working on this Master Agreement/Work Order must comply with California Penal Code (hereinafter "PC") Section 11164 et seq., must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and must submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.6.2 The Contractor staff working on this Master Agreement/Work Order must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order must make the report on such abuse, and must submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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**AUTHORIZATION OF MASTER AGREEMENT FOR
SUPPORTIVE AND/OR HOUSING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer(s), the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN HARRISON
Acting County Counsel

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Julio C. Alvarado
Title: Director
Address: Contracts and Grants Division
Department of Health Services
313 North Figueroa St. 6th Floor East
Los Angeles, CA 90012
Telephone: (213) 288-7819
Facsimile: (213) 250-2958
E-Mail Address: SHSMA@dhs.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Will be identified in individual Work Orders

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**MASTER AGREEMENT NO:** _____**CONTRACTOR'S PROJECT MANAGER**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

**SUBSEQUENT EXECUTED WORK ORDERS
(NOT ATTACHED)**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

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

If Agency or Contractor is not exempt, **check the Certification below that is applicable to your company.**

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

OR

☐ Agency or Contractor is registered with the California Registry of Charitable Trusts **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.

Signature

Date: - -

Name of Signer: _____

Title: _____

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
06/12/2007	. Delegate authority to the Director of health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.	<u>06.12.2007</u>	
06/19/12	<p>1. Delegate authority to the Director, or his designee, to execute Master Agreements during the term of SHSMA with new qualified vendors who have been identified and selected through the Request for Statement of Qualifications (RFSQ) process for SHSMA Services, effective on execution and coterminous with the expiration of the Master Agreement.</p> <p>2. Delegate authority to the Director, or his designee, to execute Amendments to the SHSMA, to add, delete, and/or change non-substantive terms and conditions in the Agreement as required by your Board.</p> <p>3. Delegate authority to the Director, or his designee, to exercise two additional five-year extension options, through June 30, 2027, upon review and approval by County Counsel, with notification to your Board and the Chief Executive Office.</p>	<u>06.19.12</u>	All SHSMAs
07/21/2015	1. Delegate authority to the Interim Director of the Department of Public Health (DPH) and the Directors of the Departments of Health Services (DHS) and Mental Health (DMH), or their designees, to accept and execute grants and awards from federal, State, and other public and private agencies in amounts not to exceed	<u>07.21.15</u>	Grants

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	<p>\$500,000 per grant award per budget period or annual term, that are in furtherance of the subject department's mission, subject to review and approval as to form by County Counsel, review by Chief Executive Office (CEO) Risk Management as needed, and notification to your Board and the CEO to include significant contractual provisions required by the grantor that depart from standard Board-approved language, including insurance and indemnification, with two weeks advance Board notification for grants and awards that require matching County funds, and an annual report from the three departments to your Board, the CEO, and County Counsel of all accepted grants and awards, including the purpose and term of each and the total amount awarded.</p> <p>2. Delegate authority to the Interim Director of DPH and the Directors of DHS and DMH, or their designees, to accept and execute future awards and/or amendments that are consistent with the requirements of the awards and/or grants referenced in Recommendation 1 to:</p> <ol style="list-style-type: none"> 1. extend the grant term through the end of the project period; 2. reflect revisions required by the grantor or non-material and/or ministerial revisions requested by either party to the awards terms and conditions; 3. allow for the rollover of unspent funds and/or redirection of funds; 4. adjust the term of the award by six (6) months after its original termination date; and/or 5. provide an increase or decrease in funding up to 25 percent above or below each grant terms base amount, subject to review and approval as to form by County Counsel, and notification to your Board and the CEO. 		

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
2/21/2017	<p>1. Delegate authority to the Director of Health Services (Director), or his designee to execute amendments to the Supportive Housing Services Master Agreement (SHSMA) Property Related Tenant Services (PRTS) Work Order with Brilliant Corners for operating the Flexible Housing Subsidy Pool (FHSP) to provide for monetary advance(s) and increase the maximum obligation of the Work Order, provided such actions do not exceed approved funding for Board of Supervisors' (Board) current and future initiatives to end homelessness and provide for the community reintegration of persons leaving institutions [including, but not limited to, the adopted Homeless Initiatives, the Whole Person Care (WPC) pilot program, and the Office of Diversion and Reentry (ODR) programs, possible Measure H funding, etc.], with all amendments subject to prior review and approval as to form by County Counsel.</p> <p>2. Delegate authority to the Director, or his designee to: (i) accept future funding for SHSMA Work Orders, including for the FHSP, from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts for the increased funding; (ii) execute and amend related funding agreements with non-County Participating Funders with modifications to, or waivers of, the County's contracting requirements for insurance, standard indemnification and other standard County contract terms not mandated by County ordinance, on a case-by-case basis; with all actions subject to prior review and approval as to form by County Counsel of all agreements and amendments, and with notification to the Board and CEO.</p> <p>3. Delegate authority to the Director, or his designee to execute amendments to SHSMA and existing Work Orders and execute new SHSMA Work Orders to include:</p>	<u>02.21.17</u>	SHSMA and SHSMA WOs / Brilliant Corners

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	(i) provision of street based Intensive Case Management Services (ICMS) such as County + City + Community (C3); (ii) Sobering Center Services; (iii) Recuperative Care Center Services; and (iv) and other similar services, including provisions of alternative forms of interim and permanent supportive housing to support the Board's various initiatives to end homelessness (including the adopted Homeless Initiatives, the WPC pilot program, and ODR) and the community reintegration of persons leaving institutions; with all such amendments and Work Orders subject to prior review and approval as to form by County Counsel, and with notification to the Board and CEO.		
03/08/2019 10/17/2017	<p>1) Delegate authority to the Director of the Health Agency, or his designee, (Director) and/or the Chief Probation Officer, or her designee, to execute agreements with individuals, organizations, joint ventures, and other interested providers as a result of competitive processes, to obtain services for justice-involved adults and juveniles with such services to include but not be limited to, containment model services (therapy and polygraph), Re-Entry Center wraparound services, substance use disorder treatment services, behavioral health services, supportive services, and employment services, provided such agreements do not exceed current and future budget appropriations for SB 678 and Juvenile Justice Crime Prevention Act (JJCPA) programs, whether those appropriations are within Probation or the Health Agency departments, with approval of all agreements as to form by County Counsel, with 10-day prior notice to the Board and Chief Executive Office (CEO) which shall include the rationale for use of outside contractors rather than County workforce.</p> <p>2) Delegate authority to the Director and/or the Chief Probation Officer, or her</p>	<u>03.08.19 and 10.17.17</u>	MDRC

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	<p>designee, to: (i) execute agreements with qualified contractors selected through a competitive selection process for the provision of ancillary services to support programs for justice-involved adults and juveniles, including but not limited to, consultant services (e.g., women and emerging adult population), evaluation services, technical assistance services and training services for Health Agency and Probation staff and/or contracted service providers' staff; and (ii) amend any existing Information Technology (IT) agreements to revise terms and conditions, statements of work, program deliverables, and/or services, and allow for changes in payment structures and increase contract sums to facilitate the deployment of IT platforms in support of programs for justice-involved adults and juveniles and to advance the objectives of such programs; provided such agreements and amendments do not exceed current and future budget appropriations for SB 678 and JJCPA programs, whether those appropriations are within Probation or the Health Agency departments, with approval of all agreements and amendments as to form by County Counsel, with 10 day prior notice to the Board and CEO which shall include the rationale for use of outside contractors rather than County workforce.</p> <p>3) Delegate authority to the Director and/or the Chief Probation Office, or her designee, to: (i) execute amendments to any agreements entered into pursuant to the delegations of authority in recommendations one and two to make changes to the statement of work, add, delete and/or change certain terms and conditions required by under Federal or State law or regulation, County policy, Board and/or CEO subject to prior review and approval as to form by County Counsel; and (ii) terminate agreements in accordance with the provisions of each agreement with notice to the Board and CEO.</p>		

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
04/19/22	<p>2. In the event that the County is awarded Prop 47 funds by the Board of State and Community Corrections (BSCC), authorize the Director of the Justice, Care, and Opportunities Department (JCOD) or their designee, or alternatively, authorize the Director of the Health Services Department or their designee, whichever department the Reentry Division falls within at the time, to 1) accept the grant of up to \$20,000,000 and manage implementation of the program; 2) sign and execute the BSCC Grant Award Agreement and all other necessary documents to accept the award, effective upon execution; and 3) execute any future amendments to the Grant Award Agreement and all other related documents; subject to prior review and approval as to form by County Counsel.</p> <p>3. Delegate authority, once established, to the Director of the JCOD or their designee to 1) assume oversight of existing agreements related to Prop 47 grants currently managed by ODR's Reentry Division; and 2) execute new agreements and amendments to existing agreements with community-based organizations that are necessary to implement the Los Angeles County Proposition 47 Program, subject to prior review and approval as to form by County Counsel.</p> <p>4. Delegate authority, once established, to the Director of the JCOD or their designee to execute an agreement with a data system provider for the Proposition 47 Program, with amendments not to exceed Board approved funding for the Proposition 47 Program, and with all agreements and amendments subject to prior review and approval by County Counsel.</p>	04.19.22	Prop 47 (Cohort 3) Grant

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioning to the Justice, Care and Opportunities Department (JCOD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	5. Delegate authority, once established, to the Director of the JCOD or their designee to retain a consultant to perform data collection and evaluation services during the term of the Proposition 47 Program grant, at a cost not to exceed ten percent of the total grant award from BSCC.		



**COUNTY OF LOS ANGELES
DEPARTMENT OF YOUTH DEVELOPMENT**
Hall of Records
320 West Temple Street, Suite 7001
Los Angeles, California 90012
<https://dyd.lacounty.gov>



Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

April 18, 2023

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

Dear Supervisors:

**REQUEST TO AMEND DELEGATED AUTHORITY PREVIOUSLY APPROVED
BY YOUR BOARD TO EXERCISE NECESSARY CONTRACT ACTIONS
TO ENSURE CURRENT SERVICES WILL CONTINUE UNINTERRUPTED
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request to amend the delegated authority previously approved by your Board for the Director of the Department of Youth Development (DYD), or designee, to exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from the Department of Health Services (DHS).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of DYD, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements; award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations); and increase maximum Work Order amounts provided that sufficient funding is available, subject to review and approval as to form by County Counsel, with written notice to your Board and the CEO.

"Supporting the Equitable Development of Young People in Los Angeles County"

2. Authorize the Director of DYD, or designee, to prepare and execute amendments to SHSMA Work Orders awarded in Recommendation 1 and to any other contract documents transitioned from DHS to: (a) extend the original term by two (2) one-year optional extensions, provided that sufficient existing funding is available; (b) add, delete, and/or change terms and conditions as required under federal, State, and County regulatory and/or policy changes, or as required by Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar reasons: to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons, and/or revise County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or provide an increase in funding up to 10 percent above each term's annual funded amount provided that sufficient funds are available, subject to the review and approval as to form by County Counsel, with written notice to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

On December 20, 2022, the County's Board of Supervisors approved DYD's request for delegated authority, as indicated in Attachment A, which was similar or lesser than various authorities previously delegated by your Board to DHS. DYD's existing delegated authority was requested to ensure that there would be no lapse in services and allow for existing contract documents to continue to apply to the services provided, but Recommendations 3 and 4 inadvertently did not include contract documents transitioned from DHS and need to be amended to align with the authorities previously delegated by your Board to DHS.

Recommendations

Board approval of Recommendations 1 and 2 will allow DYD to amend its existing authority previously delegated by your Board to include authority previously delegated to DHS by your Board and allow for these recommendations to apply to contract documents transitioned from DHS. Board approval of these recommendations will also allow DYD to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; (b) to continue to utilize the existing SHSMAs transitioned by DHS to

apply to current and future services solicited through competitive WOS; (c) to ensure that there will be no lapse in services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan (a) Goal I, Make Investments That Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, and Strategy I.3 – Reform Service Delivery Within Our Justice Systems; and (b) Goal II, Foster Vibrant and Resilient Communities, specifically Strategy II.1 – Drive Economic and Workforce Development in the County, Strategy II.2 – Support the Wellness of Our Communities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

As of November 16, 2022, the work of DHS's Division of Youth Diversion and Development (YDD) transitioned from DHS into DYD. The funding for each line of business transferred from the CEO and the funding for DHS-YDD has been transferred through the budget process or a budget adjustment to ensure existing funding for all applicable programs and services will continue to be available for the services provided allowing the work to continue uninterrupted. As for the FY 2022-23 budgetary impact, the funding allocations will vary depending upon the actual services provided and the only compensation made for such services will be through work performed in accordance with the SOW for each WO or Contract utilizing existing available funding.

There is no new net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the transitioned contract documents are highly technical, specialized and cannot be provided by County staff. These services are only needed on an intermittent or as-needed basis, and therefore, are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201). All contract documents allowed under the recommendations above will be developed in consultation with County Counsel and reviewed and approved as to form, prior to execution in the case of contract documents and prior to release in the case of competitive solicitations.

CONTRACTING PROCESS

DHS transitioned all necessary Master Agreements, Contracts, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other similar contract documents to DYD to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and by ensuring existing solicitations are completed and contracting needs are met to ensure a smooth and seamless transition. New services will be procured through a variety of competitive solicitation processes, developed in consultation with County Counsel and subject to Board approval, prior to entering into new contracts. DYD is working to streamline the contracting process while ensuring that funds are allocated both efficiently and consistent with County regulations and Board priorities.

IMPACT ON CURRENT SERVICES

Approval of these recommendations will enable DYD to meet its strategic contracting needs and Board priorities; ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided; and to continue DHS-YDD efforts, as well as the Board's integrated care initiatives to target the most vulnerable and under-served populations in the County.

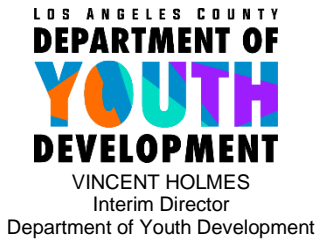
Respectfully submitted,

David J. Carroll
Director

DJC:EM

Attachments

c: Executive Office, Board of Supervisors
 Chief Executive Office
 County Counsel
 Department of Health Services



COUNTY OF LOS ANGELES
DEPARTMENT OF YOUTH DEVELOPMENT
Hall of Records
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HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

December 20, 2022

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 December 20, 2022

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST DELEGATED AUTHORITY TO EXERCISE NECESSARY
CONTRACT ACTIONS TO ENSURE CURRENT SERVICES WILL CONTINUE
UNINTERRUPTED AND EXISTING CONTRACT DOCUMENTS
WILL CONTINUE TO APPLY TO THE SERVICES PROVIDED
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval for the Interim Director of the newly-created Department of Youth Development, or designee, to: (a) exercise necessary contract actions to continue to utilize, administer, amend and/or execute contract documents transitioned from the Department of Health Services; and (b) accept Grant Awards and execute Grant Agreements in amounts not to exceed \$500,000 per Grant Award per budget period and/or annual term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Interim Director of the Department of Youth Development (DYD), or designee, to execute amendments to existing Master Agreements, Work Orders, and/or any other similar contract documents transitioned from the Department of Health Services (DHS) listed on Attachment I, as well as additional Master Agreements, Work Orders, and/or any other similar contract documents

that have yet to be transferred from DHS (Agreement or Agreements) to: (a) exercise existing and allowable optional extension terms set forth in each applicable Agreement; (b) add, delete, and/or change terms and conditions only as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and Chief Executive Office (CEO) policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents to achieve intended service objectives and desired Program outcomes; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (d) make non-material modifications for the following, and other similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; and (e) revise the maximum contract amount and/or fee-for-service rate up to no more than 10 percent of the initial contract amount to meet the County's service needs, only if existing budgeted resources are available, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.

2. Authorize the Interim Director of DYD, or designee, to prepare and execute new Supportive and/or Housing Services (SHSMA) Master Agreements substantially similar to Attachment II, with existing DHS SHSMA Contractors, effective upon execution and coterminous with the expiration of the Master Agreement, subject to the review and approval as to form by County Counsel.
3. Authorize the Interim Director of DYD, or designee, to prepare and execute future SHSMA Work Orders through competitive Work Order Solicitations (WOS) for services performed under the SHSMA Master Agreements, and award funding for SHSMA Work Orders from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts in an amount not to exceed \$2,500,000 annually per Work Order provided that sufficient existing funding is available, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.
4. Authorize the Interim Director of DYD, or designee, to prepare and execute amendments to SHSMA Work Orders awarded in Recommendation 3 to: (a) extend the original term by two (2) one-year optional extension provided that sufficient existing funding is available; (b) add, delete, and/or change terms and

conditions as required under Federal, State, and County regulatory and/or policy changes, or as required by the Board and CEO policies; (c) add, delete, modify or replace applicable Statements of Work, Exhibits, Attachments and/or substantially similar documents; (d) effectuate name changes or an assignment and delegation should the original contracting entity merge, be acquired, or otherwise change; (e) make non-material modifications for the following, and other substantially similar reasons, to make technical corrections, revise the Contractor's business name and/or headquarter address, revise contact persons and/or County and Contractor Administration Exhibits; (f) allow the rollover of unspent funds and/or provide an increase in funding up to 10 percent above each terms annual funded amount provided that sufficient funds are available, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.

5. Authorize the Interim Director of DYD, or designee, to accept Grant Awards, and execute Grant Agreements and/or Amendments, from Federal, State, and other Public and Private agencies in amounts not to exceed \$500,000 per Grant Award per 12-month budget period and/or annual term, in furtherance of the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, and with prior written notice to your Board and CEO of the anticipated Grant acceptance.
6. Authorize the Interim Director of DYD, or designee, to execute new or amend existing non-financial memorandums of understanding (MOU) or memorandums of agreement (MOA) with other County, governmental, or private partners that allow for collaboration on activities to further the departments' mission and your Board's priorities, subject to the review and approval as to form by County Counsel, and with written notice to your Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

The County of Los Angeles created the DYD to continue the services that were previously administered by DHS' Division of Youth Diversion and Development (YDD).

DHS transitioned approximately 26 Agreements from DHS-YDD to DYD. Of that number, approximately 20 underlying Master Agreements with 20 different Community-Based Organizations (CBO) were also transitioned. DYD has created a catalogue in Attachment

I which lists all of the Agreements transitioned from DHS, along with the funding amounts and services provided.

DHS currently has various authorities delegated from your Board, listed on Attachment III, to administer, execute and amend the transitioned Agreements, including its SHSMAs. To ensure the work continued uninterrupted as Agreements were transitioned, the Director of DHS authorized the Interim Director to sign contract documents as a designee, pursuant to the relevant authority designated by your Board, until DYD obtained its own Board authority. DYD requests substantially-similar delegated authority approved by your Board to ensure that there will be no lapse in services and to allow for existing contract documents to continue to apply to the services provided. These delegations will allow for a smooth and seamless transition to DYD and provide DYD sufficient time to develop, release, and enter into its own Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval.

Recommendations

Board approval of Recommendation 1 will allow DYD to: (a) continue to utilize, manage and administer existing contract documents transitioned from DHS; (b) ensure there will be no lapse in services; (c) allow for existing contract documents to continue to apply to the services provided; and (d) to allow DYD sufficient time to concurrently develop, release, and enter into its own proprietary Master Agreements, Contracts, and/or Work Orders through competitive solicitations, in consultation with County Counsel and subject to Board approval. Board approval of these recommendations will also allow DYD to properly administer existing and new Programs to achieve their intended and desired outcomes.

Board approval of Recommendation 2 will allow DYD to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; as well as utilize the existing DHS SHSMAs that were not transitioned to DYD, to apply to current and future services solicited through competitive WOS. This will ensure that there will be no lapse in services. Concurrently, DYD will develop and release its own Request for Qualifications (RFQ) to enter into proprietary Master Agreements, in consultation with County Counsel and subject to Board approval.

Board approval of Recommendations 3 and 4 will allow DYD (a) to continue to utilize the SHSMAs to streamline and meet its strategic contracting needs and Board priorities; (b) to continue to utilize the existing SHSMAs transitioned by DHS to apply to current and future services solicited through competitive WOS; (c) to ensure that there will be no lapse in services; and (d) to allow DYD sufficient time to concurrently develop and release its own RFQ to enter into proprietary Master Agreements, in consultation with County

Counsel and subject to Board approval. Board approval of these recommendations will allow DYD to continue and expand the work transitioned from DHS by developing and releasing competitive WOS to existing qualified SHSMA Contractors that are currently providing services under Agreements transitioned from DHS, which will ensure current services will continue to be provided throughout the County utilizing existing budgeted resources. Board approval of these recommendations will also allow DYD to adjust existing SHSMA WO allocations, provided that sufficient and existing budgeted resources are available, to ensure funding is effectively utilized to continue to provide the intended and desired services to target populations and communities in need.

Board approval of Recommendations 5 will allow DYD to streamline and expedite the acceptance of grants and awards, reducing the amount of programmatic and administrative time required to implement services for the residents of Los Angeles County, furthering DYD's mission and your Board's priorities.

Board approval of Recommendation 6 will allow DYD to collaborate on activities that will further the DYD's mission, your Board's priorities and the services provided through various Agreements. Non-financial MOUs, MOAs and/or other similar partnership agreements allow for DYD to establish coordinated efforts with County, governmental, and/or private entities to streamline and further the Department's strategic contracting priorities. Board approval of this recommendation will also allow for the coordination of care and collaboration with County, governmental, and/or private entities to utilize required systems and enable data sharing for required programs, where legally allowed.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan (a) Goal I, Make Investments That Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions, and Strategy I.3 – Reform Service Delivery Within Our Justice Systems; and (b) Goal II, Foster Vibrant and Resilient Communities, specifically Strategy II.1 – Drive Economic and Workforce Development in the County, Strategy II.2 – Support the Wellness of Our Communities, and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

As of July 1, 2022, the work of YDD transitioned from DHS into DYD. The funding has been transferred from DHS to DYD through the FY 2022-23 Final Adopted budget to ensure existing funding for all applicable programs and services will continue to apply to the services provided and the work will continue uninterrupted. The funding allocations per agreement will vary depending upon the actual services provided and the only

compensation made for such services will be through work performed in accordance with the SOW for each WO or Contract utilizing existing available funding. There is no new net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services provided under the transitioned contract documents are highly technical, specialized and cannot be provided by County staff. These services are only needed on an intermittent or as-needed basis, and therefore, are exempt from Proposition A (Los Angeles County Code Chapter 2.121) and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

All Agreements allowed under the recommendations above will be developed in consultation with County Counsel, and reviewed and approved as to form prior to execution in the case of contract documents, and prior to release in the case of competitive solicitations.

CONTRACTING PROCESS

DHS released a RFSQ on April 5, 2012, to identify qualified vendors to enter into SHSMAs with the County. The RFSQ continues to be advertised and open to new agencies, and was revised to include new categories of services pursuant to the authority delegated by your Board on February 21, 2017. The current SHSMA now includes various categories, including but not limited to, Capacity Building Services (CBS), Employment and Education Services (EES), Intensive Case Management Services (ICMS), Reentry Services and/or Youth Development Services, Property Related Tenant Services (PRTS), and Intensive Case Management Services (ICMS).

On June 19, 2012, the County's Board of Supervisors delegated authority to the DHS, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027.

DHS entered into new SHSMAs with existing qualified contractors, on an open continuous basis, with the intention of transitioning those SHSMAs to DYD to allow for the existing contract documents to apply to the services provided, to allow DYD to continue services uninterrupted and to release future WOS under those SHSMAs until DYD has developed its own Master Agreements through a competitive solicitation process and received approval from your Board. The County has determined that by entering into Work Orders with Contractors, it is better able to provide services to their intended target populations through a streamlined contracting process and provide a better system to deliver seamless service to all clients.

DHS released competitive WOS to all Qualified Master Agreement Contractors, containing various Statements of Work for services that needed be provided to the intended target populations. Upon completion of the solicitations, Work Orders were executed with Qualified Contractors that met the review criteria specified within each competitive WOS.

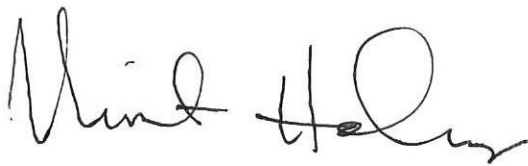
DHS transitioned all necessary Master Agreements, Contracts, Work Orders, Amendments, MOUs, Grant Agreements, and/or any other similar contract documents to DYD to ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided, and by ensuring existing solicitations are completed and contracting needs are met to ensure a smooth and seamless transition.

New services will be procured through a variety of competitive solicitation processes, developed in consultation with County Counsel and subject to Board approval, prior to entering into new contracts. DYD is working to streamline the contracting process, while ensuring that funds are allocated both efficiently and consistent with County regulations and Board priorities.

IMPACT ON CURRENT SERVICES

Approval of these recommendations will enable DYD to streamline and meet its strategic contracting needs and Board priorities; ensure current services will continue uninterrupted and existing contract documents will continue to apply to the services provided; and to continue YDD efforts, as well as the Board's integrated care initiatives to target the most vulnerable and under-served populations in the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vincent Holmes", with a stylized flourish at the end.

Vincent Holmes
Interim Director

VH:EM

Attachments

The Honorable Board of Supervisors
December 20, 2022
Page 8

c: Executive Office, Board of Supervisors
 Chief Executive Office
 County Counsel
 Department of Health Services

**Department of Health Services (DHS) Master Agreements, Work Orders and Contracts
Transitioned to the Department of Youth Development (DYD)**

	Contractor Name	Master Agreement No.	Work Order Number	Start Date	End Date	Funding	Services
1	Alma Family Services	D-709391	351-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
2	Alma Family Services	D-709391	361-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
3	Alma Family Services	D-709391	368-DYD-YDS	7/1/2022	6/30/2023	\$244,000	Youth Development Services
4	Asian Youth Center	D-709392	367-DYD-YDS	7/1/2022	6/30/2023	\$1,098,000	Youth Development Services
5	Centinela Youth Services	D-709393	356-DYD-YDS	7/1/2022	6/30/2023	\$208,000	Youth Development Services
6	Centinela Youth Services	D-709393	362-DYD-YDS	7/1/2022	6/30/2023	\$732,000	Youth Development Services
7	Centinela Youth Services	D-709393	369-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
8	Champions In Service San Fernando Valley and Greater Los Angeles	D-709394	005-DYD-YDS	7/1/2022	3/31/2023	\$81,000	Youth Development Services
9	Flintridge Center	D-709395	354-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
10	InsideOUT Writers, Inc.	D-709396	355-DYD-YDS	7/1/2022	6/30/2023	\$104,000	Youth Development Services
11	Los Angeles Centers for Alcohol and Drug Abuse	D-709397	345-DYD-CBS	7/1/2022	6/30/2023	\$700,000	Capacity Building - Training Management Services
12	New Earth Organization	D-709629	001-DYD-YDS	7/1/2022	3/31/2023	\$36,000	Youth Development Services
13	Public Health Foundation Enterprises, Inc. DBA Heluna Health	D-709402	379-DYD-CBS	7/1/2022	6/30/2023	\$2,660,360	Temporary Personnel for Community Programs
14	Rancho San Antonio Boys Home, Inc.	D-709399	352-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
15	Rancho San Antonio Boys Home, Inc.	D-709399	365-DYD-YDS	7/1/2022	6/30/2023	\$488,000	Youth Development Services
16	Soledad Enrichment Action, Inc.	D-709400	363-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
17	The California Conference for Equality and Justice	D-709401	353-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
18	The California Conference for Equality and Justice	D-709401	364-DYD-YDS	7/1/2022	6/30/2023	\$244,000	Youth Development Services

19	Youth Advocate Programs, Inc	D-709726	384-DYD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
20	PCS Family Services	D-709404	377-YDD-YDS	7/1/2022	6/30/2023	\$366,000	Youth Development Services
21	Helpline Youth Counseling	D-709403	378-DYD-YDS	7/1/2022	6/30/2023	\$488,000	Youth Development Services
NON-SHSMA							
22	California Community Foundation	H-708130	N/A	5/3/2019	6/30/2024	\$5,425,000	My Brother's Keeper School-Based Interventions / YDD
23	Haywood Burns Institute	H-709009	N/A	6/9/2021	6/8/2023	\$2,850,000	Research and Design Consultant Services / YDD
24	Impact Justice	H-708833	N/A	11/9/2020	6/30/2023	\$1,500,000	Lead On Program Services / YDD
25	Vera Institute of Justice	H-708764	N/A	9/16/2020	COVID BL Authority (expires 6 months after proclamation ends)	\$470,000	Consulting Services / YDD
26	Resource Development Associates, Inc.	H-709092	017-DHS-YDD	12/23/2021	11/30/2023	\$714,933	YDD - Evaluation Services

MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CONTRACTOR'S NAME

FOR

SUPPORTIVE AND/OR HOUSING SERVICES

MASTER AGREEMENT PROVISIONS
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**MASTER AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
CONTRACTOR'S NAME
FOR
SUPPORTIVE AND/OR HOUSING SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of **Month**, 2022 by and between the County of Los Angeles hereinafter referred to as County and **CONTRACTOR'S NAME** hereinafter referred to as Contractor. **CONTRACTOR'S NAME** is located at **CONTRACTOR'S ADDRESS**.

RECITALS

WHEREAS, the County may contract with private businesses for Supportive and/or Housing Services when certain requirements are met; and

WHEREAS, this Master Agreement is authorized under California Codes, Government Code Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, on June 19, 2012, the County's Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027; and

WHEREAS, the Contractor is a private firm specializing in providing Supportive and/or Housing Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Master Agreement, and consistent with the professional standard of care for these services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Safely Surrendered Baby Law

Unique Exhibits:

- 1.4 EXHIBIT D - Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Subsequent Executed Work Orders
- 1.6 EXHIBIT F - Charitable Contributions Certification
- 1.7 EXHIBIT G - Medical Health Screening

Notwithstanding the foregoing order of precedence and solely with respect to the Statement of Work described under a fully executed Work Order, such Work Order will take precedence solely with respect to obligations designated as subject to change via Work Order in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 – Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement, and whose evidence of

insurance requirements have all been received by the County and are valid and in effect at the time of the Work Order award.

- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Contractor's Work Order Program Manager:** The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 2.4 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order executions.
- 2.5 County's Program Manager:** The County person designated as chief contact person with respect to the day-to-day administration of a Work Order executed under the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services
- 2.8 Director:** Director of DHS or authorized designee.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with DHS.
- 2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks

and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by the Contractors except in accordance with an executed Work Order.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof.
- 3.3** If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County.
- 3.4** Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
- 3.5** Upon completion of reviews, the County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies response review criteria other than lowest price. It is understood by the Contractor that the County's competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6** The County reserves the right to execute a direct award Work Order without a Work Order Solicitation if it is in the best interest of the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement is effective July 1, 2022, and will expire on June 30, 2023, unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2** The County shall have the sole option to extend the Master Agreement term on an annual basis through June 30, 2027. These options shall be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.
- 4.3** The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4** The Contractor must notify the County when this Master Agreement 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 the County at the address herein provided in Exhibit A - County's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1** The Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- 5.2** The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.
- 5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF MASTER AGREEMENT**

The Contractor will have no claim against the 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 Master Agreement. Should the Contractor receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after

expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Master Agreement.

5.4 INVOICES AND PAYMENTS

5.4.1 The Contractor's payment process will be specified in the executed Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.4.2 The Contractor's invoices must be priced in accordance with the executed Work Order.

5.4.3 The Contractor's invoices must contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service unless other such invoicing due date is specified in the Work Order.

5.4.5 All invoices under this Master Agreement must be submitted to the address identified in the Work Order.

5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager or designated alternate 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.

The following Sub-paragraph 5.4.7 will only apply to Certified Local SBEs.

5.4.7 Local Small Business Enterprises (SBE) – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.5.1 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).
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of this Master Agreement, 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 MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director will have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD)

The County's MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and the Contractor. In addition, the County's MAPD is the approving authority for individual Work Order executions.

6.2 COUNTY'S PROGRAM MANAGER

The County's Program Manager will be identified in the executed Work Order and is the County's chief contact person with respect to the day-to-day administration of the specific Work Order.

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

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER AND CONTRACTOR'S WORK ORDER PROGRAM MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name or contact information of the Contractor's Project Manager within five (5) business days. The Contractor's Project Manager will be responsible for the Contractor's activities as applicable to this Master Agreement.

7.1.2 The Contractor's Work Order Program Manager will be identified in the executed Work Order and is the Contractor's chief contact person with respect to the day-to-day administration of the specific Work Order. The Contractor's Work Order Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the Contractor in any respect whatsoever.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in

the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

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

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.

7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.5, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

7.6.1 The Contractor must maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, 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 Furthermore, the Contractor must: (i) not use any such records or information for any purpose whatsoever other than carrying out the

express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than the County without prior written notice to the County of Contractor's intent to disclosure records. ; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.3 The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.4 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.5 The Contractor must sign and adhere to the provisions of the Exhibit D – Contractor Acknowledgement and Confidentiality Agreement on the behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

7.7 MEDICAL HEALTH SCREENING

Individual Work Orders may have a Medical Health Screening requirement for staff providing services. In the event of such requirement, the Contractor's staff must have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit G – Medical Health Screening. The cost of the Medical Health Screening will be at the expense of the Contractor.

7.8 STAFF PERFORMANCE UNDER THE INFLUENCE

The Contractor will not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects a Work Order or any term or condition included in this Master Agreement, an Amendment/Administrative Amendments to either a Work Order or the Master Agreement will be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

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

8.1.3 The Director of DHS, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions

in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer or delegate its rights or duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the 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 Sub-paragraph, County consent will require a written amendment to the Master Agreement, 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 Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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 the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. 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.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor must comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

8.6.3 Facilities Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a facility, the Contractor and such persons will be subject to the rules and regulations of that facility. Facility's Administrator will furnish a copy of rules and regulations to the Contractor pertaining to the facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, will furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all

persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.6.4 County Data Maintenance, Management, and Sharing Directives

The County may from time to time, issue directives regarding County standards and procedures concerning the manner in which Contractors are to maintain, manage and/or share data. Contractor agrees that it must comply with such County directives unless Contractor demonstrates compliance would be unduly burdensome, as solely determined by the County. County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement, for Contractor's failure to comply with its directives issued pursuant to this section.

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.2 The Contractor certifies to the County each of the following:
1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 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.
- 8.8.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical

condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.8.6 The Contractor must allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations must constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.8.9 Anti-discrimination in Services:

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission,

enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement 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](#).

8.9.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), 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.
2. For purposes of this Sub-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) the 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 Master

Agreement, the subcontractor will also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement 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 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 Master Agreement 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.
4. The Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.
- 8.10.2 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 Master Agreement. 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 Sub-paragraph 8.10 will be a material breach of this Master Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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 General Relief Opportunity for Work (GROW) 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/GROW participants by job category to the Contractor. The Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 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 this Master Agreement, 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.

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

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

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

8.13.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 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. The Contractor, and its subcontractors, can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 The Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by the Contractor to meet the requirements of this Subparagraph will constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.16.1 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.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.
- 8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards identified in the Work Order. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement 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 Master Agreement or impose other penalties as specified in this Master Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.19.1 Unless otherwise set forth in a Work Order, the Contractor will repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.20.1 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 Master Agreement 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.
- 8.20.2 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 Master Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions.

8.22 FAIR LABOR STANDARDS

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

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract will provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that facilities maintained by the County provide care essential to the residents of the communities they serve, and that these

services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement and Work Orders, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement will be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.26 INTENTIONALLY OMITTED

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Master Agreement 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.

8.27.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement 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. Consistent with the foregoing, the County will have no liability, and the Contractor will be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those

relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.27.4 The Contractor must adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.28 INDEMNIFICATION

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

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Master Agreement. 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 the Contractor pursuant to this Master Agreement. 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 Master Agreement. Additional insurance requirements and coverage may be required in individual executed Work Orders.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement

confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates must be provided to the County not less than ten (10) days prior to the 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 Master Agreement 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 Master Agreement. 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 e-mailed to:

cgcontractorinsurance@dhs.lacounty.gov

The Contractor also must promptly report to the 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 the Contractor. The Contractor also must promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The 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.

8.29.3 Cancellation of or Changes in Insurance

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

8.29.4 Failure to Maintain Insurance

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

8.29.5 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 the County.

8.29.6 Contractor's Insurance Must Be Primary

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

8.29.7 Waivers of Subrogation

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

8.29.8 Subcontractor Insurance Coverage Requirements

The Contractor must include all Subcontractors as insureds under the Contractor's own policies or must provide The County with each Subcontractor's separate evidence of insurance coverage. The 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 the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

The 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 the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the 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.

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

The 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.

8.29.12 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.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, the 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.

8.29.14 County Review and Approval of Insurance Requirements

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

The Contractor must provide proof of all required insurance coverage prior to execution of a Work Order.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the 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

8.30.2 **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 the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 **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 the 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 the 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.

8.30.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

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

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor must obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder must be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

The Contractor must bring to the attention of the Program Manager and/or Master Agreement Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master

Agreement. If the Program Manager or Master Agreement Project Director is not able to resolve the dispute, the Director of DHS, or designee will resolve it.

8.37 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.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor must notify and provide to its employees and will require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Contractor can access posters and other campaign material available at the following website: <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement 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 Exhibit A - County's Administration and Exhibit B - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, must have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit B – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 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 Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, 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 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.41.2 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

- 8.42.1 The Contractor must not disclose any details in connection with this Master Agreement 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 Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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 Director or his/her designee. The County will not unreasonably withhold written consent

- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 will apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor must maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement.
- 8.43.2 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 Master Agreement. 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 Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor must file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, 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 Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.43.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the

Contractor regarding the work performed under this Master Agreement, 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 will 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and must ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written 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 Master Agreement.

8.46.2 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.
- 8.46.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee 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, the Contractor will forward a fully executed subcontract to the County for their files.
- 8.46.7 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.
- 8.46.8 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. The Contractor must ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.47 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their

nature should survive, the following shall survive any termination or expiration of this Master Agreement:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.1 (Amendments)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.22 (Fair Labor Standards)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.39 (Notices)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Sub-paragraph 8.50 (Termination for Convenience)

Sub-paragraph 8.51 (Termination for Default)

Sub-paragraph 8.58 (Validity)

Sub-paragraph 8.59 (Waiver)

Sub-paragraph 8.64 (Prohibition from Participation in Future Solicitation(s))

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable

8.48 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 Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

8.50.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, 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.

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 Sub-paragraph 8.51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

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

performance pursuant to this Master Agreement. 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.

8.52.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

8.53 TERMINATION FOR INSOLVENCY

8.53.1 The County may terminate this Master Agreement 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.

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.54 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.56 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.

8.57 UNLAWFUL SOLICITATION

The Contractor must inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.58 VALIDITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

8.60.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.63 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.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Respondent, or a Contractor or its subsidiary or Subcontractor ("Respondent/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Respondent/Contractor has provided advice or consultation for the solicitation. A Respondent/Contractor is also prohibited from submitting a bid or response in a County solicitation if the Respondent/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 Respondent/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Master Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

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.

9.0 UNIQUE TERMS AND CONDITIONS

The following Sub-paragraphs 9.1 through 9.3 will only apply to Contractors that qualify for the applicable County Preference Program.

9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
 - 1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the

state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.2.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, the Contractor will:

1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a Work Order to which it would not otherwise have been entitled, will:
1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

- 9.4.1 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 the Contractors to complete Exhibit F - 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.
- 9.4.2 The Contractor must be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.
- 9.4.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person will acquire any rights as a third-party beneficiary of this Master Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.6.1 The Contractor staff working on this Master Agreement/Work Order must comply with California Penal Code (hereinafter "PC") Section 11164 et seq., must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and must submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.6.2 The Contractor staff working on this Master Agreement/Work Order must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order must make the report on such abuse, and must submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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**AUTHORIZATION OF MASTER AGREEMENT FOR
SUPPORTIVE AND/OR HOUSING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer(s), the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN HARRISON
Acting County Counsel

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Julio C. Alvarado
Title: Director
Address: Contracts and Grants Division
Department of Health Services
313 North Figueroa St. 6th Floor East
Los Angeles, CA 90012
Telephone: (213) 288-7819
Facsimile: (213) 250-2958
E-Mail Address: SHSMA@dhs.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Will be identified in individual Work Orders

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**MASTER AGREEMENT NO:** _____**CONTRACTOR'S PROJECT MANAGER**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

**SUBSEQUENT EXECUTED WORK ORDERS
(NOT ATTACHED)**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

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

If Agency or Contractor is not exempt, **check the Certification below that is applicable to your company.**

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

OR

☐ Agency or Contractor is registered with the California Registry of Charitable Trusts **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.

Signature

Date: - -

Name of Signer: _____

Title: _____

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioned to the Department of Youth Development (DYD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
06/12/2007	. Delegate authority to the Director of health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.	<u>06.12.2007 Board Motion</u>	
06/19/12	<p>1. Delegate authority to the Director, or his designee, to execute Master Agreements during the term of SHSMA with new qualified vendors who have been identified and selected through the Request for Statement of Qualifications (RFSQ) process for SHSMA Services, effective on execution and coterminous with the expiration of the Master Agreement.</p> <p>2. Delegate authority to the Director, or his designee, to execute Amendments to the SHSMA, to add, delete, and/or change non-substantive terms and conditions in the Agreement as required by your Board.</p> <p>3. Delegate authority to the Director, or his designee, to exercise two additional five-year extension options, through June 30, 2027, upon review and approval by County Counsel, with notification to your Board and the Chief Executive Office.</p>	<u>06.19.12</u>	All SHSMAs
07/21/2015	1. Delegate authority to the Interim Director of the Department of Public Health (DPH) and the Directors of the Departments of Health Services (DHS) and Mental Health (DMH), or their designees, to accept and execute grants and awards from federal, State, and other public and private agencies in amounts not to exceed	<u>07.21.15</u>	DHS Grants

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioned to the Department of Youth Development (DYD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	<p>\$500,000 per grant award per budget period or annual term, that are in furtherance of the subject department's mission, subject to review and approval as to form by County Counsel, review by Chief Executive Office (CEO) Risk Management as needed, and notification to your Board and the CEO to include significant contractual provisions required by the grantor that depart from standard Board-approved language, including insurance and indemnification, with two weeks advance Board notification for grants and awards that require matching County funds, and an annual report from the three departments to your Board, the CEO, and County Counsel of all accepted grants and awards, including the purpose and term of each and the total amount awarded.</p> <p>2. Delegate authority to the Interim Director of DPH and the Directors of DHS and DMH, or their designees, to accept and execute future awards and/or amendments that are consistent with the requirements of the awards and/or grants referenced in Recommendation 1 to:</p> <ol style="list-style-type: none"> 1. extend the grant term through the end of the project period; 2. reflect revisions required by the grantor or non-material and/or ministerial revisions requested by either party to the awards terms and conditions; 3. allow for the rollover of unspent funds and/or redirection of funds; 4. adjust the term of the award by six (6) months after its original termination date; and/or 5. provide an increase or decrease in funding up to 25 percent above or below each grant terms base amount, subject to review and approval as to form by County Counsel, and notification to your Board and the CEO. 		

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioned to the Department of Youth Development (DYD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
2/21/2017	<p>1. Delegate authority to the Director of Health Services (Director), or his designee to execute amendments to the Supportive Housing Services Master Agreement (SHSMA) Property Related Tenant Services (PRTS) Work Order with Brilliant Corners for operating the Flexible Housing Subsidy Pool (FHSP) to provide for monetary advance(s) and increase the maximum obligation of the Work Order, provided such actions do not exceed approved funding for Board of Supervisors' (Board) current and future initiatives to end homelessness and provide for the community reintegration of persons leaving institutions [including, but not limited to, the adopted Homeless Initiatives, the Whole Person Care (WPC) pilot program, and the Office of Diversion and Reentry (ODR) programs, possible Measure H funding, etc.], with all amendments subject to prior review and approval as to form by County Counsel.</p> <p>2. Delegate authority to the Director, or his designee to: (i) accept future funding for SHSMA Work Orders, including for the FHSP, from Participating Funders (governmental, non-profit, and private organizations) and increase maximum Work Order amounts for the increased funding; (ii) execute and amend related funding agreements with non-County Participating Funders with modifications to, or waivers of, the County's contracting requirements for insurance, standard indemnification and other standard County contract terms not mandated by County ordinance, on a case-by-case basis; with all actions subject to prior review and approval as to form by County Counsel of all agreements and amendments, and with notification to the Board and CEO.</p> <p>3. Delegate authority to the Director, or his designee to execute amendments to SHSMA and existing Work Orders and execute new SHSMA Work Orders to include:</p>	<u>02.21.17</u>	SHSMA and SHSMA WOs

Department of Health Services (DHS) Master Agreements, Work Orders and Contracts Transitioned to the Department of Youth Development (DYD)			
Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	(i) provision of street based Intensive Case Management Services (ICMS) such as County + City + Community (C3); (ii) Sobering Center Services; (iii) Recuperative Care Center Services; and (iv) and other similar services, including provisions of alternative forms of interim and permanent supportive housing to support the Board's various initiatives to end homelessness (including the adopted Homeless Initiatives, the WPC pilot program, and ODR) and the community reintegration of persons leaving institutions; with all such amendments and Work Orders subject to prior review and approval as to form by County Counsel, and with notification to the Board and CEO.		
12/18/2018	. Delegate authority to the Director of the Department of Health Services (DHS) which houses ODR and YDD, in consultation with the Department of Mental Health to contract with the California Community Foundation (CCF) to expand its trauma-responsive school-based interventions in support of the MBK Community Challenge grant through sub-awards to community-based providers of youth development activities. The Contract will be funded with the MBK Community Challenge grant of \$425,000 and DMH funds of up to \$575,000 for a term of two years.	12.18.18	My Brothers' Keeper (MBK) School Based Interventions
02/19/2019	. Authorize the Director of ODR, or his designee, to hire a consultant with relevant expertise to support ODR in the development of this study.	02.19.19	Vera Institute of Justice
1/28/20	1. Authorize the Director of the Department of Health Services (Director), or designee, to execute Professional and Technical Services Master Agreements (PATSMAs), substantially similar to Exhibit I, with seven qualified vendors listed on Attachment A, effective upon execution, for a term expiring no later than 10 years from the date of your approval, with an option to extend the term for up to five	01.28.20	YDD - Evaluation Services contract with Resource Development Associates, Inc.

**Department of Health Services (DHS)
Master Agreements, Work Orders and Contracts
Transitioned to the Department of Youth Development (DYD)**

Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	<p>additional one-year periods, for the provision of as needed professional and technical services for the Health Agency departments and other County departments that have projects related to the mission of the Health Agency or its respective departments.</p> <p>2. Delegate authority to the Director, or designee, to execute additional PATSMAs with qualified vendors who have been identified through a solicitation process, effective upon execution, through the remaining initial term of the PATSMA and any subsequent extension periods, subject to approval as to form by County Counsel.</p> <p>3. Delegate authority to the Director, or designee, to execute Amendments to the PATSMA to: (i) exercise the five one-year optional extensions; (ii) add, delete, and/or change certain terms and conditions as required under federal or State law or regulation, County policy, the Board of Supervisors (Board), and/or Chief Executive Office (CEO); (iii) extend the PATSMA term beyond the expiration date when a Work Order project goes beyond the PATSMA expiration date; and (iv) effectuate name changes or assignment and delegations should the original contracting entity merge, be acquired, or otherwise have a change in entity, with all Amendments subject to prior review and approval by County Counsel.</p> <p>4. Delegate authority to the Director, or designee, to: (i) execute Work Orders and Amendments to Work Orders; (ii) incorporate necessary changes within the Statement of Work, budget and the Work Order Sum that will support the administration and/or completion of projects, subject to prior review and approval by County Counsel; and (iii) extend the term of Work Orders in the event additional time is required to complete a project.</p>		PATSMAs

Department of Health Services (DHS) Master Agreements, Work Orders and Contracts Transitioned to the Department of Youth Development (DYD)			
Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	<p>5. Delegate authority to the Director, or designee, to suspend and/or terminate PATSMAs and/or Work Orders in accordance with the termination provisions in the PATSMA, subject to prior review and approval by County Counsel.</p> <p>6. Delegate authority to the Director, or designee, to amend the PATSMA to add, delete or otherwise change provisions in the PATSMA based on the nature of the services being solicited, where such actions are in the best interest of the County, subject to review and approval by County Counsel.</p>		
04/14/20	<p>1. Authorize the Director of the Department of Health Services (DHS), or designee, to contract with Impact Justice to expand their AmeriCorps Program in support of youth transitioning back to Los Angeles County from The California Department of Juvenile Justice (DJJ).</p> <p>2. Delegate authority to Director of DHS or designee, to execute amendments to the Impact Justice services agreements to amend the statement of work, extend the agreement term, update the pricing schedule, and incorporate new Board requirements, subject to review and approval by County Counsel.</p>	04.14.20	Lead On Program Services contract
07/21/2020	. Delegate authority to the Director of the Department of Health Services (DHS), in collaboration with the Director of the Department of Mental Health (DMH), to contract with the California Community Foundation to expand its Building a Lifetime of Options and Opportunities for Men (BLOOM) and Becoming A Man (BAM) programs through sub-awards to community-based providers of youth	07.21.20	Building a Lifetime of Options and Opportunities for Men (BLOOM), MBK

Department of Health Services (DHS) Master Agreements, Work Orders and Contracts Transitioned to the Department of Youth Development (DYD)			
Date of Board Action	Delegated Authority	Board Letter / Motion	Contract / WO
	development activities, to be funded with DMH funds of up to \$1,350,000 for a maximum term of two years.		
09/01/2020	. Delegate authority to the Director of the Department of Health Services (DHS), in collaboration with the Director of the Department of Mental Health (DMH), to contract with the California Community Foundation to further expand its Building a Lifetime of Options and Opportunities for Men (BLOOM) and Becoming A Man (BAM) programs by an additional \$1,000,000 for a total of up to \$2,350,000 for a maximum term of two years.	09.01.20	BLOOM, BAM
02/23/2021	. Authorize YDD to select a Research and Design Consultant Team and to negotiate, execute, and amend (if necessary) an agreement with the selected contractor, not to exceed three years. The agreement and any amendments shall be approved as to form by County Counsel.	02.23.21 Motion 02.23.21 Amendment	Burns Institute



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

April 18, 2023

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:

**PROBATION DEPARTMENT
BARRY J NIDORF JUVENILE HALL FENCE REMODELING PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87928
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2022-23)
(SUPERVISORIAL DISTRICT 3 – 3 VOTES)**

SUBJECT

Approval of the recommendations will find the Barry J Nidorf Juvenile Hall Fence Remodeling Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87928, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Barry J Nidorf Juvenile Hall Fence Remodeling Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Barry J Nidorf Juvenile Hall Fence Remodeling Project, Capital Project No. 87928 with a total budget of \$355,000.

3. Approve an appropriation adjustment to transfer \$355,000 from the Probation-Juvenile Institutions Services budget to the Barry J Nidorf Juvenile Hall Fence Remodeling Project, Capital Project No. 87928.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Barry J Nidorf Juvenile Hall Fence Remodeling Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Barry J Nidorf Juvenile Hall (BJNJH) Fence Remodeling Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87928, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will remodel the existing fence at Barry J Nidorf Juvenile Hall located at 16350 Filbert Street in the City of Sylmar by removing the existing coil razor wire and replacing it with anti-climb rollers. This remodeling work will ensure the same level of security but will also provide a more inconspicuous and less aggressive appearance to the facility.

The proposed remodeling work includes the removal of the existing coil razor wire from the top of the fences around the housing units, basketball court, courtyard, and classroom modular buildings; and the installation of signage and anti-climb rollers on the fence top to replace the existing razor wire.

The estimated project duration is approximately 13 months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by improving the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$355,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$355,000 from the Probation-Juvenile Institutions Services budget to the Barry J Nidorf Juvenile Hall Fence Remodeling Project, Capital Project No. 87928, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of refurbishments to an existing fence. Therefore, following the completion of the proposed project, ISD and the Probation Department do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project budget is less than \$500,000; therefore, the "Local Worker" and "Local Targeted Worker" labor hours are not required as part of the project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of refurbishments made to an existing fence including the installation of signage. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), and (f), 15302, 15303, and Section 15311(a) of the State CEQA Guidelines and Classes 1(d) and (i), 2, 3, and 11(d) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, and the placement of on-premise signage accessories to an existing facility.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively procured construction contract such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Probation Department.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Probation Department

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	Probation BJN Fence Remodeling
CAPITAL PROJECT NO. :	87928

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	2 months following Board approval	June 2023
Jurisdictional Approval	3 months following Board approval	July 2023
Award Construction Contract	4 months following Board approval	August 2023
Substantial Completion	12 months following Board approval	April 2024
Project Acceptance	13 months following Board approval	May 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 209,000.00
Change Orders	\$ 44,000.00
Subtotal	\$ 253,000.00
Civic Art	\$ -
Plans and Specifications	\$ 5,000.00
Jurisdictional Review/Plan Check/Permits	\$ 12,000.00
County Services	\$ 85,000.00
Total Project Budget	\$ 355,000.00

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

April 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2022-23****3 - VOTES****SOURCES****USES****PROBATION - JUVENILE INSTITUTIONS SERVICES**

A01-PB-1000-17000-17250

SALARIES & EMPLOYEE BENEFITS

DECREASE APPROPRIATION**355,000****PROBATION****BARRY J NIDORF JUVENILE HALL FENCE REMODELING PROJECT**

A01-CP-6014-65042-87928

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**355,000****SOURCES TOTAL****\$ 355,000****USES TOTAL****\$ 355,000****JUSTIFICATION**

Transfers \$355K from the Probation-Juvenile Institutions Services budget to the Barry J Nidorf Juvenile Hall Fence Remodeling Project, Capital Project No. 87928, to fully fund the proposed project.

Gina M. ByrnesDigitally signed by Gina M. Byrnes
Date: 2023.03.16 10:48:50 -07'00'**AUTHORIZED SIGNATURE**

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION



RECOMMENDATION

AUDITOR-CONTROLLER

BY

Lan SamDigitally signed by Lan Sam
Date: 2023.03.17 12:48:22
-07'00'B.A. NO. **188**

DATE

3/17/2023

APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Matthew J. DiazDigitally signed by Matthew J.
Diaz
Date: 2023.03.20 08:18:27
-07'00'

DATE

3/20/2023

April 18, 2023

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:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PROBATION CAMP GLENN ROCKEY
CLOSED-CIRCUIT TELEVISION PROJECT
APPROVE REVISED PROJECT BUDGET AND
APPROPRIATION ADJUSTMENT
SPECS. 7702; CAPITAL PROJECT NO. 87699
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the revised project budget and appropriation adjustment for the Probation Camp Glenn Rockey Closed-Circuit Television Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the recommended actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.
2. Approve a \$1,300,000 increase to the project budget for the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, resulting in a total revised project budget of \$5,000,000.
3. Approve an appropriation adjustment to increase appropriation in the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, by \$1,300,000 offset with revenue from the Probation Department's 2011 Realignment Trust Account for Juvenile Probation Camp Funding, to fully fund the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the suggested activities are not a project under the California Environmental Quality Act (CEQA) and approve the revised project budget and an appropriation adjustment for the Probation Camp Glenn Rockey Closed-Circuit Television (CCTV) Project.

Project Description and Background

The previously Board approved project is located at Camp Glenn Rockey, a Probation facility at 1900 Sycamore Canyon Road, San Dimas, CA 91773, in unincorporated Los Angeles County. Implementation of this project will provide improved safety and security to both detained youth and staff.

On September 13, 2022, the Board established and approved the project with a total project budget of \$3,631,000 for design, construction, and all other project management costs. The Board also adopted the plans and specifications for the project; instructed the Executive Officer of the Board to advertise the project for bids; and authorized Public Works to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule, and upon the completion of a satisfactory schedule, to award and execute a construction contract to the apparent lowest responsive and responsible bidder if all conditions for contract award are met.

On October 26, 2022, three bids were received (see Enclosure A) for the CCTV Project. The lowest lump sum base bid price totaling \$2,800,000 was found to be nonresponsive, and the second lowest bid received from a responsive and responsible bidder far exceeded the estimated construction cost of \$2,380,000.

The Probation Department has committed to fund the project shortfall. In order to move forward expeditiously with the project, it is recommended that the Board approve the appropriation adjustment and revised project budget of \$5,000,000 for the CCTV Project. Once approved, Public Works will exercise its previously obtained delegated authority to award and execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule, and upon the completion of a satisfactory schedule, award and execute a construction contract to the apparent lowest responsive and responsible bidder if all conditions for contract award are met.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. These recommendations contribute to this goal by investing in public infrastructure that will maximize the effectiveness of the process, structure, and operations to support timely delivery of public service.

FISCAL IMPACT/FINANCING

On September 13, 2022, the Board approved a \$3,631,000 total project budget for the Probation Camp Glenn Rockey CCTV Project, Capital Project No. 87699.

Approval of the appropriation adjustment will increase appropriation in the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, by \$1,300,000 offset with revenue from Probation's 2011 Realignment Trust Account for Juvenile Probation Camp Funding to fully fund the project as the funds are not budgeted in the Department's operating budget (see Enclosure B). The \$1,300,000 appropriation adjustment along with \$69,000 in prior year net County cost currently appropriated in the Probation Camp Glenn Rockey CCTV Project, Capital Project No. 87699, will result in a revised total project budget of \$5,000,000 (see Enclosure C).

The Board previously approved a project budget that included construction costs of \$2,380,000. Due to bid results being higher than anticipated as a result of current market conditions, the new construction cost is estimated at \$3,391,000.

Operating Budget Impact

As previously approved, Probation Department anticipates operating and system maintenance costs upon project completion. Probation Department will submit to the Chief Executive Office a funding request through the budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence

and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

Previously approved plans and specifications included the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget includes 1 percent of the revised eligible design and construction costs to be allocated towards Civic Art Fund. The revised eligible costs resulted in an allocated amount of \$30,000, which is an increase from the original \$28,000 allocation.

ENVIRONMENTAL DOCUMENTATION

On September 13, 2022, the Board approved the project and found it exempt from CEQA. A Notice of Exemption was filed on September 21, 2022. The current recommended actions, which include approval of the revised project budget and appropriation adjustment, do not constitute a project under CEQA, since these are actions that are excluded from the definition of a project under Section 21065 of the California Public Resources Code and are administrative activity of government under Section 15378 (b) (5) of the State CEQA Guidelines that will not result in direct or indirect physical changes in the environment. There have been no changes to the previously approved project or to the circumstances under which it is being undertaken that require further findings under CEQA.

CONTRACTING PROCESS

Within the delegated authority obtained on September 13, 2022, Public Works will award a consultant services agreement to the lowest responsive and responsible bidder meeting the criteria established by the Board and the State Public Contract Code. Upon satisfactory completion of a baseline schedule and all conditions of contract by the lowest

The Honorable Board of Supervisors
April 18, 2023
Page 5

responsive and responsible bidder, Public Works will award the construction contract within the approved revised project budget of \$5,000,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During construction, Camp Glenn Rockey will remain operational. Construction will be sequenced to minimize disruptions to Probation services.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:mm

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department
Probation Department



PRELIMINARY BID RESULTS

ESTIMATE: \$2,380,000

BRC0000391 Probation Camp Glenn Rockey Closed-Circuit Television Project
SPECS. NO. 7702
BID OPENING: October 26, 2022

County of Los Angeles Certified Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE) Bid Preference is 7%-15% of Lowest Bid and shall not exceed \$150,000.

Lowest Bid \$150,000.00
LSBE, SE, DVBE Deduction 7%-15% of Lowest Bid or NTE \$150,000

	NAME OF BIDDER (CONTRACTOR)	CONTRACTOR'S LUMP SUM BID	BID ALTERNATE (N/A)	EXTENDED OVERHEAD DAILY RATE	MULTIPLY EXTENDED OVERHEAD DAILY RATE TIMES 30 DAYS OF COMPENSABLE DELAY	SUBTOTAL	COUNTY OF LOS ANGELES LSBE/DVBE/SE PREFERENCE PROGRAM: YES OR NO	COUNTY OF LOS ANGELES LSBE/DVBE/SE PREFERENCE (DEDUCTION)	FINAL RESULT
1	Angeles Contractor, Inc.	\$3,957,000.00	\$0.00	\$1,000.00	\$30,000.00	\$3,987,000.00	N	\$0.00	\$3,987,000.00
2	MTM Construction, Inc.	\$3,382,740.00	\$0.00	\$250.00	\$7,500.00	\$3,390,240.00	N	\$0.00	\$3,390,240.00
3	RT Contractor Corp	\$2,800,000.00	\$0.00	\$1,500.00	\$45,000.00	\$2,845,000.00	Y	\$0.00	\$2,845,000.00

Contractor's Total Lump Sum Bid + Bid Alternate +(Extended Overhead Daily Rate x 30 Days) - County of Los Angeles Preference (If applicable) = Final Result

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BOARD OF SUPERVISORS
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April 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2022-23

3 - VOTES

SOURCES

USES

PROBATION

PROBATION CAMP GLENN ROCKEY CCTV PROJECT

A01-CP-88-8918-65042-87699

2011 REALIGNMENT - CAPITAL PROJECTS

INCREASE REVENUE

1,300,000

PROBATION

PROBATION CAMP GLENN ROCKEY CCTV PROJECT

A01-CP-6014-65042-87699

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

1,300,000

SOURCES TOTAL

\$ 1,300,000

USES TOTAL

\$ 1,300,000

JUSTIFICATION

Reflects an increase of \$1,300,000 in appropriation for Probation Camp Glenn Rockey CCTV Project, Capital Project No. 87699, offset with revenue from Probation's 2011 Realignment Trust Account for Juvenile Probation Camp Funding to fund projected project budget shortfall.

Gina M. Byrnes

Digitally signed by Gina M. Byrnes
Date: 2023.03.02 14:24:35 -08'00'

AUTHORIZED SIGNATURE

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION
Digitally signed by Lan Sam
Date: 2023.03.03
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BY

Lan Sam

DATE

3/3/23

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Matthew J. Diaz
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Date: 2023.03.06
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BY

J. Diaz

DATE

3/6/23

AUDITOR-CONTROLLER

B.A. NO.

176

ENCLOSURE C

April 18, 2023

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PROBATION CAMP GLENN ROCKEY
CLOSED-CIRCUIT TELEVISION PROJECT
APPROVE ADJUSTED PROJECT BUDGET AND
APPROPRIATION ADJUSTMENT
SPECS. 7702; CAPITAL PROJECT NO. 87699
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Design	02/03/2022*
Jurisdictional Approval	05/25/2022*
Construction Bid	11/30/2022*
Construction	
Substantial Completion	Q2 2024
Project Acceptance	Q3 2024

*Indicates a completed activity.

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Construction	\$3,391,000
Change Orders	\$509,000
Civic Arts	\$30,000
Subtotal	\$3,930,000
Plans and Specifications	\$205,000
Consultant Services	\$182,000
Miscellaneous Expenditures	\$59,000
Jurisdictional Reviews	\$57,000
County Services	\$567,000
Total	\$5,000,000

Probation Oversight Commission Report to Public Safety Cluster

Presented By:
Wendelyn Julien, Executive Director
April 5, 2023

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

OC Spray Phase Out

- The elimination of Oleoresin Capsicum (OC) spray in the targeted units at Central Juvenile Hall has proven successful in the first three weeks (data received through March 19, 2023) with zero deployments in the targeted units and zero deployments impacting girls or youth identified as developmentally disabled. In fact, there have been only six (6) deployments total at Central Juvenile Hall from March 1-19, 2023.
- The Probation Oversight Commission voted unanimously on Thursday, March 23, 2023 to ask the Board to take two actions, instructing the Probation Department to:
 - Complete de-escalation training for all employees once the 100 new staff are reassigned to the halls;
 - Revise the OC Phase out plan the Probation Department submitted that plans for elimination of OC spray to conform to the Office of Inspector General recommendation of phase out by June 30, 2023. The current plan delays full phase out until January 2024.
- The Probation Oversight Commission will continue to track the use of OC spray, the training of staff, and the progress toward full phase out of OC spray in monthly reports. February's report is available [here](#).

Upcoming Special Meetings:

- Victim's assistance for survivors of sexual abuse and trauma
- Use of Force Investigations
- Planning for the California Board of State and Community Corrections (BSCC) decisions and impact

Follow up on Board of Supervisors' Motions and Critical Issues

- In response to the number of active Board motions, the Probation Oversight Commission created the attached form to help track Probation-related motions and report backs. This is a draft of a living document that will soon be available on our website and regularly updated.

Recent Meetings:

February 23, 2023

- Substance Use Treatment in Facilities
- POC's response to Kilpatrick Incident
- SYTF Facilities Recommendation
- OC Spray update
- Youth Bill of Rights

March 9, 2023

- OC Spray – update on phase out
- Gun Auction Report
- Report on Contraband in Facilities
- POC Data Dashboard

March 13, 2023

- Town Hall on the Phase out of OC Spray

March 23, 2023

- Use of Force Investigations – compliance with DOJ settlement agreement
- Report on SYTF Programs and Facilities and BSCC compliance
- Discussion on rules for visitors to juvenile halls

Upcoming Meetings:

April 27, 2023

- OYCR Introduction
- Grievances and Complaints
- OC Spray update
- Gun Auction Report
- Welcome to DYD Director Carroll
- Report on Contraband in Facilities
- POC Data Dashboard

Date	Motion	Revised Motion	Report Backs	Lead	Collaborator	Additional Reports
11/7/2017	Countywide Youth Diversion Motion		CEO, DHS			
11/14/2017	PREA Compliance	Revised Motion	CEO, DHS, Probation, OIG, Sheriff, COC,			
2/13/2018	Pregnant and Incarcerated Women and Girls		DHS, Sheriff, ODR, Probation, DMH, DCFS, DA, PD, APD			
3/20/2018	Dual Status Youth		OCP, JC,DCFS,Probatio n,DMH,ODR,CC,P D,APD,DA,LACOE, OIA, CBOs			
5/22/2018	Keeping Youth out of the Adult Justice System		CEO			
6/12/2018	Fee Waivers for Operation Graduation		Fees Waived			
10/30/2018	Repurposing Challenger		Probation, CEO, and County Counsel			
11/7/2018	Coordination of Care for Youth in Justice System		DHS,CEO, Probation,			
12/11/2018	Improving and Ending Incarceration of Pregnant Girls		Probation,DCFS, DHS, YDD,DMH,LACOE ,PD,APD,DA, LASC			
12/18/2018	Ensuring Safety and Humane Treatment in the County's Juvenile Facilities		OIG,County Counsel, Chief Probation Officer			
2/12/2019	Phasing out of OC Spray		Officer, County Counsel,OIG,DMH, PD,APD,IJD,Superi			
2/19/2019	OIG Investigation and Improving safety in Juvenile Facilities		OIG and Chief Probation Officer			
3/5/2019	StateProp47					
6/4/2019	Meeting the Mental health Needs of Justice Involved Youth		DMH,ODR,YDD,Pro bation,PD,APD,DA, DPH,DCFS,Law Enforcement			
6/18/2019	Operation Graduation Fee Waiver		Fees Waived			
8/13/2019	Restructuring the Juvenile Justice System: Building a Health-Focused Model		CEO and ODR			
	POC	Revised Motion	County Counsel			
10/1/2019	Release of Dual Status Youth		Probation			
5/26/2020	Maintaining the Decreased Population of Incarcerated Youth		Auditor Controller, DHS, Probation			
6/9/2020						

Motion Color Legend

Black = Adult related motion

Turquoise= Youth related motion

Light Blue= Motion relates to both

7/7/2020	Funding POC		Accepted
7/7/2020	Creation of a ReserveFund for ATI		CEO
9/1/2020	Virtual Education in Probation Camps		Completed
10/27/2020	LP converted as InterimHousing		Accepted
11/24/2020	YJR Model and Citation Diversion	Revised Motion	CEO,YDD,Probati on
11/24/2020	Including JuvenileData in Criminal Justice Data Sharing Initiative		ISAB,CEO,CIO,Pro bation,CountyCo unsel,YDD,LACOE ,DCFS,DMH
2/9/2021	Preparing for DJJ Closure		JCC
2/23/2021	Supporting Care First- YJR	Revised Motion	
2/23/2021	Victims Rights	Revised Motion	CEO, DA, Probation CEO
3/9/2021	SB823		
4/6/2021	Repurposing Challenger		CEO
4/20/2021	Implementing the Humphrey's Decision		PD, APD, DA
4/20/2021	Promote Equity in County Contracting		CEO and DCBA
5/4/2021	Empowering Indigent Defense Services	Revised Motion	CEO and APD
5/18/2021	Free Phone Calls		ISD and Auditor Controller
6/8/2021	Oversight of School Law Enforcement	Revised Motion	CIO and ODR
6/22/2021	Sustaining Jail Based Diversion		DHS, Probation, CEO
7/13/2021	Implementing the Humphrey and ATI Pretiral Reform	Revised Motion	CEO and ATI
7/13/2021	Substitute Motion for DJJ Closure		JJRBG Response-10-18-21
9/15/2021	Reaffirming LA Model		Chief Probation Officer
10/5/2021	Accelerating Efforts to Ensure Free Phone Calls		Auditor Controller and ISD
11/30/2021	Decarceration of Girls	Revised Motion	Directive 1. Youth Justice Advisory Group Directive 2. Public Defender Directive3. DHS Directive4. CEO Directive5. DYD and Probation
1/25/2022	LATC at Camp Gonzalez	Revised Motion	ATI, CEO, DPW, ISD, Fire, Probation, WDACS,APD, DHR Directive 1. ATI Directive2. CEO Directive3. ATI, Directive4. ATI Directive5. ATI Directive6. CEO Directive7. ATI Directive8a. ATI Directive8b. DPW & ISD
1/25/2022	Reimagining (Assessing) DCFS	Revised Motion	CEO and Auditor Directive1. CEO and Auditor Controller Controller
1/25/2022	AB109 Evaluation		PSRT,CCJCC,CIO,C Directive 1. PSRT- Probation EQ This Report is Directive2. CCJCC not on BOS website

1/25/2022	Youth Voices in Mental Health	Revised Motion	Youth Commission, DMH	Directive1. Youth Commission	
1/25/2022	Hiring Justice Involved Individuals	Revised Motion	DHR, WDACS,CEO, County Counsel	Directive1. DHR Directive2. DHR, Directive3. DHR Directive.4 CEO, Directive.5 WDACS, Directive.6 WDACS, Directive7. CEO, Directive.8 County Counsel, Directive9. DHR	
2/15/2022	Department of Justice, Care, and Opportunities	Revised Motion	CEO	Directive1 .thru 6. CEO	
2/15/2022	Conditions in Juvenile Facilities		Probation and POC	Directive 1. Probation and POC	
3/15/2022	Purchase of Tasers		OIG	Directive1. OIG and POC	POC Report
			POC		
3/15/2022	Preparing for SYTF	Revised Motion	Probation, DYD, CEO	Directive1 .thru Directive.4 Probation Directive5. CEO, Directive6. ODR	POC- to receive updates and POC to share negative impacts with BOS
3/15/2022	Central Feasibility Study		Probation and PW	Directive1. Probation and PW	
5/3/2022	Safeguarding Assembly Bill 2417 (BOR)		Probation	Directive1. CEO, Directive2. Probation, Directive3. POC	
8/30/2022	Conditions at Barry J Nidorf		Probation and POC	Directive1. Probation and POC	
8/30/2022	Addressing Sexual Assault in Probation Juvenile Facilities		Probation	Directive.1 Probation	
9/13/2022	Aligning Hiring Practices with Youth Justice Relmaged		Probation, POC	Directive1. Probation, Directive2. Probation and DYD, Directive 3. POC	
10/18/2022	SYTF Credible Messengers		Probation, DYD	Directive1. Probation, Directive2. DYD, Directive3. DYD Directive4. DYD	
12/6/2022	PAWS for Life			Authorization1. Probation Authorization2. Probation Authorization3. Probation Authorization4. Probation Aut horization5. Probation	
12/20/2022	Phase Out of OC Spray at Central	Revised Motion	POC, OIG	Directive1. Probation, Directive2. Probation and DYD, Directive 3. POC and OIG Directive4. OIG Directive5. Probation, Directive6. Probation, Directive7. CEO, Directive8. Probation	POC (Directive 1. and 4.)

12/20/2022	Less Restrictive Programs for SYTF	Revised Motion	Pending	Directive1. Probation and DYD, Directive2. Probation, Directive3. Probation, Directive4. Probation, Directive 5. Probation
1/10/2023	Making NARCAN Accessible in Juvenile Halls and Camps		Probation	Directive1. Probation, Directive2. Probation,
	Ending Firearm and Ammunition Auctions		POC	Directive1. CEO, Directive2. POC and County Counsel, Directive3. ISD, Directive4. CEO
1/24/2023	Applying for Ending Girls Incarceration Initiative in Support to Decarcerate Girls nad Young Women	Revised Motion	POC	Directive1. Probation and POC, Directive2. Probation, POC, PD
2/7/2023				
	Contraband entering LACounty Juvenile Halls	Revised Motion	1st Probation and DYD reportback due 3-21-23 Probation report back	Directive1. Probation, Directive2. OIG and POC, Directive3. OIG, Directive4. DYD, Directive5. Probation, Directive6. Probation
3/7/2023				Directive1. Probation, Directive2. Probation, Directive3. PD and APD, Directive4. Probation, Directive5. County Counsel, Directive6. POC
	Ensuring Least Restrictive Placements	Revised Motion	1st reportback due 4-5-2023 (Directive4.)	
3/21/2023				Directive1. Probation, Directive2. Probation and DYD, Directive3. Probation, Directive4. DYD, Directive5. Probation and ISD, Directive6. Probation, PW, and PW, Directive7. Probation, Directive8. Probation, Directive9. Probation
3/21/2023	Global Plan for Halls and Camps	Revised Motion	1st Reportback due 4-5-23	
	Holding Probation Accountable and Advancing YJR		1st Reportback due 4-20-23 (Directive4.)	Directive1. CEO, Directive2. DYD, Directive3. CEO, Directive4. OIG, Directive5. Probation, Directive6. DYD, Directive7. DYD, Directive8. Probation, Directive9. County Counsel, Directive10. County Counsel
3/21/2023				