

COUNTY OF LOS ANGELES

Family and Social Services

FESIA A. DAVENPORT
Chief Executive Officer



DATE: Wednesday, May 17, 2023
TIME: 1:30 PM

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, PLEASE CALL AS FOLLOWS:
Teleconference Call-In Number: (323) 776-6996/ Conference ID: 599 009 090#
[MS Teams Meeting Link](#) (Ctrl + click to follow link)

AGENDA

Members of the Public may address any agenda item after all Informational Items are presented. Two (2) minutes are allowed for each item.

- I. Call to Order**
- II. Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - a. Department of Children and Family Services (DCFS):** Request to Increase the Hourly Rate for the Child Abuse Prevention, Intervention and Treatment Contracts.
 - b. DCFS:** Request to Extend Sole Source Contract Number 082021 with Phamatech Inc. for the Urine Sample Collection for Drug and Alcohol Testing Services Contract.
- III. Presentation/Discussion Items:**
 - a. Chief Executive Office- Service Integration Branch:** Request for Authorization to Extend the Term of the Agreement with Information and Referral Federation of Los Angeles County, Incorporated DBA 211 LA County, for a Maximum of 24 Months, and Increase the Maximum Contract Sum to \$52,706,425.
 - b. DCFS:** Request Approval of a Memorandum of Agreement with the City of Los Angeles Police Department to Locate and Recover Commercially Sexually Exploited Children
 - c. DCFS:** Request to Approve a Sole Source Extension for Six Commercial Sexual Exploitation Advocacy Services Contracts.

- d. **DCFS:** Request to Approve Contracts for Pre-Employment/Post-Offer Psychological Evaluation Services as a Result of a Request for Statement of Qualification Solicitation.

IV. Public Comment

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

VI. Adjournment

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/17/2023	
BOARD MEETING DATE	6/6/2023	
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)	Department of Children and Family Services (DCFS)	
SUBJECT	REQUEST TO INCREASE THE HOURLY RATE FOR CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT CONTRACTS	
PROGRAM	Child Abuse Prevention, Intervention and Treatment (CAPIT)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The rate increase will be effective 07/01/2023.	
COST & FUNDING	Total cost: \$ 3,101,999	Funding source: 2011 State Realignment Funds
	TERMS (if applicable): Increase hourly rates to \$150 per hour for all contractors.	
	Explanation: The CAPIT contracts were last solicited in 2018 via a Request for Proposals (RFP) with current contracts awarded effective July 1, 2020 through June 30, 2023, with two optional one-year periods through June 30, 2025, as adopted by the Board of Supervisors on June 16, 2020. The CAPIT contractors submitted their hourly rate as part of their cost proposals to be in effect for the duration of the five-year term; however, due to the pandemic and recent inflation, contractors are having difficulty retaining staff, which is negatively affecting the quality and consistency of services to DCFS families. Therefore, DCFS is requesting to increase the hourly rate for all contractors to \$150 per hour from the current rates ranging from \$120 to \$149 per hour. DCFS will require that the contractors apply the additional funding solely to increase the compensation of staff providing direct services to children and families in order to restore the quality of services. The rate increase will not change the annual allocation amount and has no fiscal impact. This request would not alter the current budget of \$3,101,999.	
PURPOSE OF REQUEST	The new reimbursement rate will help agencies hire and retain staff with the education level required by the contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The CAPIT program is an integrated, comprehensive approach to strengthening families who are at risk of or already experiencing problems in family functioning, with the goal of assuring that children are maintained in a safe and nurturing environment. Services include, but are not limited to: counseling, parenting support, parenting education, referral assistance and case management services. CAPIT Services are mandated by the California State Assembly Bill 1733 (AB 1733), which was enacted to help prevent and treat child abuse and neglect.	

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: CAPIT services are offered throughout Los Angeles county by nine community agencies. The CAPIT agencies serve a diverse group of clients. During FY21-22, the breakdown of the clients' ethnicities included: White, Hispanic or Latin, African American/Black (Non-Hispanic), Asian, Native American or American Indian, Native Hawaiian/Pacific Islanders. United American Indian Involvement, Inc. provides countywide services for Native American and indigenous populations. Special Service for Groups, Inc. provides countywide services to Asian/Pacific Islander population. The program offers languages in English, Spanish, Cantonese, Korean, Mandarin, Tagalog, Vietnamese, Japanese, Hindi, and Urdu.
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: Child Protection: CAPIT services are designed to prevent child abuse or neglect child from occurring, as well as to prevent families from coming to the attention of DCFS. CAPIT program services includes "in home" support services as well as psychotherapeutic services. Services consist of: intake and assessment, individual, family and group counseling, case management (including linkage or referral for aftercare services), and parenting education services.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Aldo Marin, Board Liaison (213) 371-6052 marina@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

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KATHRYN BARGER
Fifth District

June 6, 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:

**REQUEST TO INCREASE THE HOURLY RATE FOR THE CHILD ABUSE
PREVENTION, INTERVENTION AND TREATMENT CONTRACTS**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to increase the current hourly rates for the Child Abuse Prevention, Intervention and Treatment Services (CAPIT).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute amendments substantially similar to Attachment A, to increase the hourly rate for the 10 CAPIT contracts, with the agencies and amounts specified in Attachment B. This amendment will also exercise the first optional year under delegated authority as approved by the Board on June 16, 2020, for a term effective July 1, 2023 through June 30, 2024. The Maximum Annual Contract amount is \$3,101,999, financed by 100 percent 2011 State Realignment funds. Sufficient funding for the CAPIT contracts is included in the Fiscal Year 2023-2024 Recommended Budget request, and will be included in the Department's subsequent budget requests.

2. Delegate authority to the Director of DCFS, or designee, to exercise the County's options to extend the CAPIT contracts by written notice for an additional one-year term from July 1, 2024 through June 30, 2025; to negotiate and execute amendments to the contracts for the reallocation of funds among the contracts, including unspent funds; to meet unanticipated demands; to increase or decrease the maximum annual contract amount up to 10 percent when such a change is necessitated by additional services; to

accommodate increases or decreases in units of services, provided that: (a) funding is available, (b) County Counsel approval is obtained prior to executing the amendments, and (c) DCFS notifies the Board and the Chief Executive Office (CEO) in writing within 10 business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to terminate CAPIT contracts for contractor default, provided that: (a) County Counsel approval is obtained prior to execution of such amendments, and (b) DCFS notifies the Board and the CEO in writing within 10 business days after execution.

4. Delegate authority to the Director of DCFS, or designee, to negotiate and execute amendments to the CAPIT contracts for any mergers, acquisitions or changes in ownership; for any revisions required by changes in local, State and Federal regulations; or for necessary changes to meet the needs of the County's CAPIT program, provided that: (a) County Counsel approval is obtained prior to execution of such amendments, and (b) DCFS notifies the Board and the CEO in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

The CAPIT contracts were last solicited in 2018 via a Request for Proposals (RFP) and current contracts were awarded effective July 1, 2020 through June 30, 2023, with two optional one-year periods through June 30, 2025, as adopted by the Board of Supervisors on June 16, 2020. The CAPIT contractors submitted their hourly rate as part of their cost proposals to be in effect for the duration of the five-year term; however, due to the COVID-19 pandemic and recent inflation, contractors are having difficulty retaining staff, which is negatively affecting the quality and consistency of services to DCFS families. Therefore, DCFS is requesting to increase the hourly rate for all contractors to \$150 per hour from the current rates ranging from \$120 to \$149 per hour. DCFS will require that the contractors apply the additional funding solely to increase the compensation of staff providing direct services to children and families in order to restore the quality of services. The rate increase will not change the annual allocation amount and has no fiscal impact. This request would not alter the current budget of \$3,101,999, for all contracts.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1: Make Investments That Transform Lives, by aggressively addressing society's most complicated social, health and public safety challenges; Strategy I.1. Increase focus on prevention initiatives by implementing evidence-based practices to increase residents' self-sufficiency, prevent long-term reliance on the County's social safety net and prevent involvement with the County's foster, juvenile justice and adult justice systems. Through promoting Supportive Parenting via services provided by the CAPIT program.

FISCAL IMPACT/FINANCING

The maximum annual contract amount is \$3,101,999, financed by 100 percent State Realignment funds. In addition, the contractors will provide an in-kind match in an amount equal to, or more than, 10 percent of the maximum annual contract amount.

Funding for the CAPIT contracts is included in the Department's FY 2023-24 Recommended Budget, and will be included in the Department's budget requests for subsequent years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current CAPIT contracts were awarded effective July 1, 2020 through June 30, 2023, with two optional one-year periods through June 30, 2025, as adopted by the Board of Supervisors on June 16, 2020. These contracts were solicited and ultimately selected via a RFP solicitation process. All 10 CAPIT contracts will receive the hourly rate increase upon the Board's approval and execution of amendments. The name of agencies and contract amounts are specified in Attachment B.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The new hourly rate will allow CAPIT contractors to retain staff and keep on providing services to children and families residing in the County of Los Angeles and will help to strengthen family resilience, nurture the development of healthy behaviors and improve child safety.

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

The Honorable Board of Supervisors
June 6, 2023
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CONCLUSION

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

Respectfully submitted,

A handwritten signature in dark ink, appearing to be 'Brandon T. Nichols', written in a cursive style.

BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:AO:CK:ja

Enclosures (2)

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



AMENDMENT NUMBER ONE

TO

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

CONTRACT NUMBER 20-07-**

WITH

CONTRACTOR

AMENDMENT NUMBER ONE
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT
CONTRACT NUMBER 20-07-^{}**

This Amendment Number One ("Amendment") to Child Abuse Prevention, Intervention, and Treatment Services Contract, ("Contract") adopted by the Board of Supervisors on June 16, 2020, is made and entered into by and between the County of Los Angeles ("COUNTY") and Contractor ("CONTRACTOR"), in Los Angeles, California this ____ day of _____ 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board on June 16, 2020, and CONTRACTOR has been providing Child Abuse Prevention, Intervention, and Treatment services to the COUNTY Department of Children and Family Services;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Section **8.0 Standard Terms and Conditions**, Subsections 8.1 Amendments and 8.2 Assignment and Delegation/Mergers or Acquisitions;

WHEREAS, this Amendment exercises the County's option to extend the contract term for an additional one-year period, effective July 1, 2023 through June 30, 2024;

WHEREAS, this Amendment increases the current hourly rate which is to be applied to staff salaries, as reflected in the attached line item budget and budget narrative effective July 1, 2023. Salary increases are for the contractors' employees under both Level 1 and 2 to align with the agencies' need to hire and retain staff that provide direct services to children and families;

WHEREAS, this Amendment revises and adds language to the contract, to comply with County policies in various sections under **STANDARD TERMS AND CONDITIONS**, and;

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 4, **Term of Contract**, Subsection 4.1 is amended to add Paragraph 4.1.1 to read as follows:

4.1.1 The Contract term is extended for an additional one-year period, effective July 1, 2023 through June 30, 2024.
2. Section 5.0, **Contract Sum**, Subsection 5.1, Total Contract Sum, Paragraph 5.1.2 is amended to read as follows:

5.1.2 COUNTY and Contractor agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of the Contract, COUNTY shall compensate Contractor, as specified in Exhibit B, for the services set forth in ~~Appendix~~ Exhibit

AMENDMENT NUMBER ONE
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT
CONTRACT NUMBER 20-07-^{}**

A, Statement of Work, in accordance with Section 5, subsection 5.5, Invoices and Payments, of this Contract.

5. **Section 8.0 STANDARD TERMS AND CONDITIONS**, Subsections 8.11.1 and 8.11.2, **Consideration of Hiring GAIN-GROW Participants**, is amended to read as follows:

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor ~~shall~~ will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration ~~shall~~ will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors ~~shall~~ 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.

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

6. **Section 8.0 STANDARD TERMS AND CONDITIONS**, Subsection 8.13, **Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**, is amended to read as follows:

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

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

7. **Section 8.0 STANDARD TERMS AND CONDITIONS**, Subsection 8.18, **Facsimile Representations**, is amended to read as follows:

AMENDMENT NUMBER ONE
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT
CONTRACT NUMBER 20-07-^{}**

8.18 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard ~~facsimile~~ electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such ~~original~~ legally binding signatures have been affixed to Amendments to this Contract, ~~such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.~~

8. **Section 8.0 STANDARD TERMS AND CONDITIONS**, is amended to add Subsection 8.60 as follows:

8.60 COVID-19 Vaccinations of County Contractor Personnel

- 8.60.1** At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 8.60.2** Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.60.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor

AMENDMENT NUMBER ONE
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT
CONTRACT NUMBER 20-07-^{}**

Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

8.60.4 Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

AMENDMENT NUMBER ONE
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT
CONTRACT NUMBER 20-07-^{}**

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit P (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

- 9.** A Price Sheet, Line Item, and Budget Narrative for the period of July 1, 2023 through June 30, 2024, are attached to this amendment and incorporated as part of Exhibit B.


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

AMENDMENT NUMBER ONE
CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT
CONTRACT NUMBER 20-07-^{}**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number One to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR:


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

Name of Contractor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

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

By _____
David Beaudet, Senior Deputy County Counsel

**Child Abuse Prevention, Intervention and Treatment
AMENDMENT ONE**

PRICE SHEET EFFECTIVE JULY 1, 2023

Contractors shall provide CAPIT services to a minimum of 71 families per year. Monthly invoices shall reflect that a minimum of 60 percent of billable hours are provided by Level 1 Professional Staff.

SPA	Maximum Annual Funding Amount per SPA	Minimum Number of Families Expected to be Served per SPA	Revised Hourly Rate <i>This includes both Level 1 and Level 2 hourly costs</i>
All SPAs	\$310,200	71	\$150.00

ATTACHMENT B

CHILD ABUSE PREVENTION, INTERVENTION, AND TREATMENT (CAPIT) HOURLY RATES

Agency/SPA	Current Amount	New Amount
Personal Involvement Center/ SPA 1	\$120.00/hour	\$150.00/hour
University Corp dba Strength United/SPA 2	\$120.00/hour	\$150.00/hour
Parents Anonymous/ SPA 3	\$120.00/hour	\$150.00/hour
Children's Institute/ SPA 4	\$120.00/hour	\$150.00/hour
El Nido/ SPA 5	\$130.00/hour	\$150.00/hour
Children's Institute/ SPA 6	\$120.00/hour	\$150.00/hour
Helpline Youth Counseling Center/ SPA 7	\$120.00/hour	\$150.00/hour
South Bay Center for Counseling / SPA 8	\$149.00/hour	\$150.00/hour
Special Service for Groups/ Countywide	\$120.00/hour	\$150.00/hour
United American Indian Involvement/ Countywide	\$120.00/hour	\$150.00/hour

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/17/2023	
BOARD MEETING DATE	6/6/2023	
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)	Children and Family Services	
SUBJECT	Urine Sample Collection for Drug and Alcohol Testing Services Contract Extension	
PROGRAM	DCFS Drug and Alcohol Testing Program	
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 vendor was selected without a competitive solicitation process.	
DEADLINES/ TIME CONSTRAINTS	Targeted Board Meeting Date of June 6, 2023	
COST & FUNDING	Total cost: \$ 4,642.470 annually	Funding source: 25% federal and 75% local
	TERMS (if applicable): July 1, 2023 through June 30, 2024 July 1, 2024 through June 30, 2025	
	Explanation: Contract extension is needed to allow additional time necessary for DCFS to continue to refine and enhance the procedures and processes, and address programmatic needs before initiating an advertised, open competitive solicitation to secure a new Urine Sample Collection for Drug and Alcohol Testing services contract, effective July 1, 2025.	
PURPOSE OF REQUEST	To request delegate authority to the Director of DCFS, or designee, to execute an amendment substantially similar to the attached amendment to Contract Number 082021 with Phamatech. The Maximum Annual Contract Amount effective July 1, 2023 through June 30, 2024 will be \$4,642,470, and the Maximum Annual Contract Amount effective July 1, 2024 through June 30, 2025 will be \$4,642,470.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On July 27, 2021, the County Board of Supervisors approved a Board Motion to identify and enter into a new contract with a qualified vendor to provide the needed Drug and Alcohol Testing Services and to terminate the Urine Sample Collection for Drug and Alcohol Testing Services contract with the previous contractor, Pacific Toxicology as soon as possible.</p> <p>DCFS entered into a new Urine Sample Collection for Drug and Alcohol Testing Services contract with Phamatech Inc., effective August 3, 2021 through June 30, 2023.</p> <p>On November 21, 2022, the State approved extending the term of the Urine Sample Collection for Drug and Alcohol Testing Services contract through June 30, 2025 to complete an ongoing restructuring of the Urine Sample Collection for Drug and Alcohol Testing Services Program before Initiating an advertised, open competitive Solicitation.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The SOW was reviewed by the DCFS Office of Equity and the suggestions were incorporated.	

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: Child Protection The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Hottenroth, Division Chief, (213) 925-0008, hottje@dcfs.lacounty.gov Nayat Mutafyan, CSA III, (323) 900-2366, mutafn@dcfs.lacounty.gov



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

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



BRANDON T. NICHOLS
Director

Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 6, 2023

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

Dear Supervisors:

**REQUEST TO EXTEND SOLE SOURCE CONTRACT NUMBER 082021 WITH
PHAMATECH INC. FOR THE URINE SAMPLE COLLECTION FOR DRUG AND
ALCOHOL TESTING SERVICES CONTRACT**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) seeks delegated authority to execute Amendment Four to the Urine Sample Collection for Drug and Alcohol Testing Services Contract Number 082021 with Phamatech Inc. (Phamatech) to extend the term of the contract effective July 1, 2023 through June 30, 2025, and update the Teams and Conditions.

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Director of DCFS, or designee, to execute an amendment substantially similar to the attached amendment to Contract Number 082021 with Phamatech, to extend the current contract effective July 1, 2023 through June 30, 2025, and update the Teams and Conditions. The Maximum Annual Contract Amount will be \$4,642,470 for each of the extended terms, effective July 1, 2023 through June 30, 2024, and effective July 1, 2024 through June 30, 2025. This Amendment will be financed using 25 percent Federal and 75 percent Local funds. Sufficient funding is included in the Department's Fiscal Year 2022-2023 Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DCFS directly oversees the safety and welfare of children and youth who have been abused or neglected and are under DCFS' supervision. DCFS has a urine sample

"To Enrich Lives Through Effective and Caring Service"

collection for drug and alcohol testing program, which is one of several assessment tools used for evaluating the safety and well-being of children under the County's supervision. The Juvenile Court routinely orders drug and alcohol testing for parents and primary caregivers in its dependency cases when there is evidence of drug or alcohol use. The drug testing program can be part of an overall case plan that is used to assess the safety of children in the home of their parent(s) or primary caregiver and to facilitate the reunification of DCFS families after children have been removed.

Under the current contract with Phamatech, which expires on June 30, 2023, DCFS identified and continues to identify numerous areas within the Information Technology (IT) and programmatic requirements that need improvement, strengthening, and restructuring. DCFS and Phamatech are diligently and constantly working together to address and resolve the emerging issues, which are proving to be a very time-consuming process, requiring coordination between multiple divisions and units within both DCFS and Phamatech. Therefore, DCFS is requesting to extend the current contract to allow additional time necessary to continue to refine and enhance procedures and processes, and address programmatic needs before initiating a publicly advertised competitive solicitation to secure a new Urine Sample Collection for Drug and Alcohol Testing Services contract, to be effective July 1, 2025.

IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

The recommended actions are consistent with the Countywide Strategic Plan Goal No. 1, Make Investments That Transform Lives: Strategy 2, Deliver comprehensive and seamless services to those seeking assistance from the County.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Amount will be \$4,642,470, effective July 1, 2023 through June 30, 2024 and the Maximum Annual Contract Amount will be \$4,642,470, effective July 1, 2024 through June 30, 2025. This Amendment will be financed using 25 percent Federal and 75 percent Local funds. Sufficient funding is included in the Department's Fiscal Year 2022-2023 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 27, 2021, the County Board of Supervisors approved a Board Motion to identify and enter into a new contract with a qualified vendor to provide the needed drug and alcohol testing services and to terminate the Urine Sample Collection for Drug and Alcohol Testing Services contract with the previous contractor, Pacific Toxicology Laboratories as soon as possible.

On August 3, 2021, DCFS entered into a new one-year contract with Phamatech for Urine Sample Collection for Drug and Alcohol Testing Services, effective September 3, 2021 through July 31, 2022. DCFS then terminated the Urine Sample Collection for Drug and Alcohol Testing Services contract with Pacific Toxicology Laboratories, effective September 14, 2021.

On November 21, 2022, the California Department of Social Services (CDSS) approved DCFS to extend the term of the current Urine Sample Collection for Drug and Alcohol Testing Services contract through June 30, 2025, to complete an ongoing restructuring of the Urine Sample Collection for Drug and Alcohol Testing Services Program before initiating an advertised, open competitive solicitation.

The CEO and County Counsel have reviewed the Board letter and the amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

On July 27, 2021, the Board approved a motion finding that there was an emergent need for drug and alcohol testing services for DCFS families and delegating authority to the Director of DCFS to identify and enter into one or more negotiated contracts with qualified vendors to provide the services. On August 3, 2021, DCFS entered into a contract with Phamatech, for Urine Sample Collection for Drug and Alcohol Testing Services, effective September 3, 2021 through July 31, 2022. This contract was subsequently extended through June 30, 2023. Furthermore, CDSS approved DCFS to extend the term of the current contract through June 30, 2025, to complete ongoing restructuring of the program and to initiate an advertised open competitive solicitation.

CONTRACTOR PERFORMANCE

The contractor met performance standards as outlined in the current Contract. Contractor performance monitoring is conducted by Program staff.

IMPACT ON CURRENT SERVICES

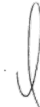
The Urine Sample Collection for Drug and Alcohol Testing Services contract with Phamatech provides drug and alcohol testing services for parents and caregivers who come to the attention of the Department due to allegations of child abuse and neglect. Phamatech is the sole vendor in which the Department has a contract to provide these services. The extension will enable DCFS to continue the delivery of services without interruption.

The Honorable Board of Supervisors
June 6, 2023
Page 4

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:EO:JS:tg

Attachment

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



AMENDMENT NUMBER FOUR
TO
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 082021
WITH
PHAMATECH, INC.

_____ **2023**

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AMENDMENT NUMBER FOUR TO URINE SAMPLE COLLECTION FOR DRUG AND
ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021**

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as County and PHAMATECH Inc., hereinafter referred to as "Contractor". PHAMATECH Inc. is located at 15175 Innovation Drive San Diego, CA 92128.

WHEREAS, the Urine Sample Collection for Drug and Alcohol Testing Services Contract Number 082021 was made and entered into on August 3, 2021 by and between the County and Phamatech Inc.; and

WHEREAS, this Amendment is prepared according to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 8.0, CHANGES AND AMENDMENTS, subsection 8.1 of Contract Number 082021; and

NOW, THEREFORE, effective July 1, 2023, County and Contractor agree to modify the Urine Sample Collection for Drug and Alcohol Testing Services Contract as follows:

1. Section 5.0 Contract Sum, Subsection 5.1 is deleted in its entirety and replaced as follows:

5.1 The Maximum Contract Sum for this contract is \$17,579,897.

2. Section 5.0 Contract Sum, Subsection 5.1.4 is added to the contract to read as follows:

5.1.4 The Maximum Annual Contract Amount, effective July 1, 2023 through June 30, 2024 is \$4,642,470, and the Maximum Annual Contract Amount effective July 1, 2024 through June 30, 2025 is \$4,642,470.

3. Section 8.0 Standard Terms and Conditions, Subsection 8.25 Insurance Coverage, Sub-Subsection 8.25.3 Unique Insurance Coverage is updated to remove Miscellaneous Coverage and reads as follows:

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall 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 shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

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

- **Cyber Liability Insurance**

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

- ~~**Miscellaneous Coverage**~~

~~Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.~~

4. Exhibit B-2, Pricing Schedule is deleted in its entirety and replaced with Exhibit B-3, Pricing Schedule as attached to this Amendment.
5. Exhibit C-2, Line Item Budget and Budget Narrative is deleted in its entirety and replaced with Exhibit C-3, Line Item Budget and Budget Narrative as attached to this Amendment.

**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL
FORCE AND EFFECT.**

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AMENDMENT NUMBER FOUR TO URINE SAMPLE COLLECTION FOR DRUG AND
ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021**

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

COUNTY OF LOS ANGELES

CONTRACTOR

Phamatech, Inc.

By: _____ Date: _____

By: _____ Date: _____

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

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

33-0836229
Tax Identification Number

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel

Date: _____

EXHIBIT B-3: PRICING SCHEDULE

DEPARTMENT OF CHILDREN AND FAMILY SERVICES						
CONTRACT: URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER <u>082021</u>						
CONTRACTOR: PHAMATECH INC.						
#	CONTRACT INFORMATION	TABLE I (URINE TESTING FOR ALCOHOL X700)	TABLE II URINE TEST FOR BOTH ALCOHOL AND DRUGS* (X124,200)	TABLE III D/L ISOMER TESTS (X3,240)	TABLE IV SPECIAL TESTING (X 200)	OVERALL TOTAL COST
1	Vendor: Phamatech, Inc. Contact: Dana Conde Contract Manager 1-858-643-5555 dconde@phamatech.com	\$28.00	\$36.55	\$14.00	\$190	\$4,642,470
* 2	<p>Statement of Work, Section 3.0 Definitions, Sub-Section 3.22 states: “National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” as follows:</p> <p>Five Panel Drug Test:</p> <ul style="list-style-type: none"> • Opiate Panel: Morphine, Codeine & Hydrocodone (Vicodin); • Amphetamines: Amphetamine, Methamphetamine & MDMA (Ecstasy); • Cocaine Metabolites; • Cannabinoids (Marijuana); and • Phencyclidine (PCP) <p>Other Drugs:</p> <ul style="list-style-type: none"> • Hydromorphone • Oxycodone • Heroin • Methadone • Zolpidem; and • Benzodiazepine (Alprazolam, Clonazepam, Lorazepam, Diazepam, Iazepam, Oxazepam, and Temazepam) • Fentanyl 					

**TABLE IV - PRICING SCHEDULE FOR SPECIAL TESTING

No.	TYPE	URINE IN COUNTY	URINE OUT OF COUNTY	BLOOD IN COUNTY	BLOOD OUT OF COUNTY	HAIR IN COUNTY	HAIR OUT OF COUNTY
1.	Standard Panel	\$36.55		\$220.00		\$85.00	
2.	Standard Panel		\$103.00		\$290.00		\$155.00
3.	Toluene Testing	\$201.00					
4.	Toluene Testing		\$271.00				
5.	Psilocybin	\$490.00					
6.	Psilocybin		\$560.00				
7.	ETG	\$32.00					
8.	ETG		\$102.00				
9.	Ketamine	\$220.00					
10.	Ketamine		\$290.00				
11.	BUP	\$15.00					
12.	BUP		\$85.00				
13.	Topamax	\$251.00					
14.	Topamax		\$321.00				
15.	Spice	\$35.00					
16.	Spice		\$105.00				
17.	Nitrous Oxide			\$556.00			
18.	Nitrous Oxide				\$626.00		
	All Pricing Includes Minor Testing						

Estimated Average Cost of Special Testing - \$190.00

Estimated volume of annual Special Testing - 200

EXHIBIT C-3: LINE ITEM BUDGET

1. DIRECT COSTS

A. Payroll Costs:

Position Title / Description	# of Positions	% of Time	Annual Cost
Project Director	1	50%	\$78,000
Administrative Assistant	3	25%	\$52,000
Contract and Account Managers	2	50%	\$55,000
Customer Support	8	50%	\$175,000
Laboratory Technicians	5	100%	\$379,800
Couriers	6	50%	\$130,000
Total Payroll Costs			\$869,800

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	25		\$45,000
Dental Insurance	25		\$10,000
Total Employees Benefit Costs:			\$55,000

C. Payroll Taxes (List all appropriate, e.g. FICA, SUI, Worker's Compensation, etc.):

Description	Number of Employees	Monthly Cost	Annual Cost
Federal and State Taxes	25		\$45,000
FICA	25		\$13,000
State Disability	25		\$22,000
Total Payroll Taxes			\$80,000

TOTAL PAYROLL COSTS (A+B+C)			\$1,004,800
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D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Liability / Auto Professional Insurance		\$15,000
Worker's Compensation Insurance		\$15,000
Vehicle and Equipment (material Handling, Office) Leases		\$250,000
Telephone and Utilities		\$40,000
Office, Space, Facilities Leases/rents/Mortgage		\$115,000
Services (Non-subcontractor) and Supplies (Office/Operation)		\$3,400
Specimen Collections Cost of Specimen Collections – 1 male 1 female plus supplies for 23 sites		\$2,727,000

Total Insurance, Equipment and Operation Expenses		\$3,165,400
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TOTAL DIRECT COSTS	\$4,170,200
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2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost
General Accounting / Bookkeeping		\$14,000
Banking / Payroll Services		\$8,000
Overhead		\$70,000
Total Indirect Services		\$92,000

TOTAL INDIRECT COSTS	\$92,000
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TOTAL DIRECT AND INDIRECT COSTS	\$4,262,200
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PROFIT RATE (%)	8.19%	PERCENTAGE TOTAL PROFIT AMOUNT	\$380,270
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TOTAL ANNUAL COSTS FOR <u>12 MONTHS</u>	\$4,642,470
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TOTAL MONTHLY COSTS	\$386,872.50
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BUDGET NARRATIVE

Phamatech, Inc. will provide all the services required in the IFB Urine Sample Collection for Drug and Alcohol Testing Services (CMS 17-0049-1) and Contract Number 082021.

The proposed new budget includes:

A. Personnel - Technology and Training Cost:		Annual Cost
Maintain Programming for Phone Notification System Used to notify Clients of days they need to test		\$5,000
Maintain Programming for Electronic Referral System Used to notify collection sites of clients testing each day		\$5,000
Maintain Programming for Electronic Results Reporting System Used to send testing results to LA DCFS		\$5,000
Maintain Programming for Collection Site and Laboratory Integration System Used for NO SHOW reports, Turn Away reports, Clients testing and ID photo, continual software changes/improvements requested by LA DCFS to be implemented by PHAMATECH IT SUPPORT		\$10,000
Maintenance of Equipment and Software at Collection Sites Provision of Printers to 3 collection sites, laptops to 2 collection sites for software use and software provided to all sites – Total of 23 sites – see pages 7-8 for Collection site listing		\$5,000
Continuous Training Collectors at Collection Sites Protocol Training via onsite monthly visits by Phamatech staff, collection site staff turnover is frequent and requires constant training - see pages 7-8 for Collection site listing		\$5,000
Continuous Operation Monitoring/Maintenance Daily Collection site staff monitoring, supply check and problem solving daily via phone calls from Phamatech staff - see pages 7-8 for Collection site listing		\$5,000
Subtotal Technology Cost		\$40,000
B. Personnel:		Annual Cost
Project Director Oversees all aspects of program	% of time Part time	\$95,000
Administrative Personnel Invoicing, General Accounting Banking	Part time	\$60,000
Contract / Account Managers Day to Day Operations of program	Full Time	\$65,000
Customer Support Personnel Answering calls from LA DCFS, Clients and collection sites, provide result reporting	Part Time	\$215,000
Laboratory Technicians	Part Time	\$399,800

Specimen Processing & Testing		
Couriers Daily Pick-up and delivery of specimens to Lab (excluding Sunday) 23 sites	Full Time	\$130,000
Subtotal Personnel Cost		\$964,800
Total Payroll Cost (A+B)		\$1,004,800
C. Shipping / Transportation		Annual Cost
Shipping cost Shipping of collection supplies to 23 collection sites		\$17,200
Auto Rental, Insurance, Gas and Mileage Phamatech staff makes monthly visits to each collection sites (car rental), daily courier service reimbursement for mileage (personnel vehicle).		\$60,000
Subtotal Shipping / Transportation Cost		\$77,200
D. Equipment / Insurance / Operation Expenses		Annual Cost
Laboratories Testing Equipment and Supplies Maintenance of all lab equipment and supplies needed for processing and testing samples		\$321,200
Phones + Internet + Utilities Hot and Warm Line for LA DCFS only, Internet used for constant communication with LA DCFS and utilities for customer service		\$40,000
Specimen Collections Approx. 69 collectors for 23 sites -1 male & 1 female collector at all times - averages approx. 9,300 collections a month (average annual collections 111,600)– Supplies: associated costs include an equal number of specimen collection fees, Chain of Custody forms, specimen packaging materials for specimen pick up from collection sites - see pages 7-8 for Collection site listing		\$2,727,000
Subtotal Shipping Cost		\$3,088,200
Total Shipping/Equipment/Insurance/Operation Costs (C+D)		\$3,165,400
TOTAL DIRECT COSTS (A+B+C+D)		\$4,170,200.00
E. Indirect Cost		Annual Cost
Administrative Constant follow up by Account Manager and customer service with collection sites, invoicing,		\$22,000
Overhead IT upgrades, additional staff for customer service and coverage at collection sites		\$70,000

Subtotal Indirect Cost		\$92,000
F. Profit		
Subtotal Profit		\$380,270
TOTAL ANNUAL COST (A+B+C+D+E+F)		\$4,642,470

SOLE SOURCE CHECKLIST

Department Name: _____

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

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

Mason Matthews
Chief Executive Office

Date

Sole Source Justification

Urine Sample Collection of Drug and Alcohol Testing Services
August 1, 2022 to June 30, 2023

1. What is being requested?
The request is to extend the current contract for two years, from July 1, 2023 to June 30, 2025. CDSS approved DCFS to extend the term of the current contract through June 30, 2025, to complete ongoing restructuring of the program and to initiate an advertised open complete solicitation.
2. Why is the product needed – how will it be used?
This contract provides drug and alcohol testing services to the DCFS served families whose drug and alcohol consumption may impair their ability to care for their children. These services are needed to address emergent needs as if these services are not in place, the safety of children in the home of their parents/caregivers as well as efforts in reunifying them in a timely manner will be compromised.
3. Is this brand of product the only one that meets the user's requirements?
Yes, it is.
4. Have other products or vendor been considered?
Yes, other vendors were considered and the current vendor was selected in consideration with addressing emergent and time sensitive needs. .
5. Will purchase of this product avoid other costs?
No.
6. Is this product proprietary or available from other dealers?
Yes, these services are available from other vendors as they are industry standard and they are not proprietary.
7. Reasonableness of price. Does County obtain a percentage discount or special discount not available to the private sector.
No.
8. What is the dollar value of the existing equipment?
N/A.



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

April 14, 2023

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

From: Brandon T. Nichols
Director

NOTICE OF INTENT TO AMEND THE URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 082021 WITH PHAMATECH INC.

In accordance with the Board Policy 5.100, Sole Source Contract and Amendments, County departments must provide advance written notice and justification to the Board prior to executing amendments to existing contracts, when the departments do not have delegated authority to execute such amendments.

In compliance with Board Policy 5.100, Sole Source Contract and Amendments, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to amend the current Urine Sample Collection for Drug and Alcohol Testing services contract to extend the term beyond its original term, effective July 1, 2023 through June 30, 2025, and update the Terms and Conditions.

BACKGROUND

DCFS directly oversees the safety and welfare of children and youth who have been abused or neglected and are under DCFS' supervision. DCFS has a Urine Sample Collection for Drug and Alcohol Testing Program, which is one of several assessment tools used for evaluating the safety and well-being of children under the County's supervision. The Juvenile Court routinely orders drug and alcohol testing for parents and primary caregivers in its dependency cases when there is evidence of drug or alcohol use. The program can be part of an overall case plan that is used to assess the safety of children in the home of their parent(s) or primary caregiver and to facilitate the reunification of DCFS families after children have been removed.

The Honorable Board of Supervisors
April 14, 2023
Page 2

On July 27, 2021, the County Board of Supervisors approved a Board Motion to identify and enter into a new contract with a qualified vendor to provide the Drug and Alcohol Testing Services and to terminate the Urine Sample Collection for Drug and Alcohol Testing Services contract with the previous contractor, Pacific Toxicology Laboratories as soon as possible.

On August 3, 2021, DCFS entered into a new one-year contract with Phamatech for Urine Sample Collection for Drug and Alcohol Testing Services, effective August 3, 2021 through July 31, 2022. DCFS then terminated the Urine Sample Collection for Drug and Alcohol Testing Services contract with Pacific Toxicology Laboratories effective September 14, 2021.

On November 21, 2022, the California Department of Social Services (CDSS) approved DCFS to extend the term of the current Urine Sample Collection for Drug and Alcohol Testing Services Contract through June 30, 2025, to complete an ongoing restructuring of the Urine Sample Collection for Drug and Alcohol Testing Services Program before initiating an advertised, open competitive Solicitation.

JUSTIFICATION

Under the current contract with Phamatech, which expires on June 30, 2023, DCFS identified and continues to identify numerous areas within the Information Technology (IT) and programmatic requirements that need improvement, strengthening and restructuring. DCFS and Phamatech are diligently and constantly working together to address and resolve the emerging issues, which is proving to be a very time-consuming process, requiring coordination between multiple divisions and units within both DCFS and Phamatech. Therefore, DCFS is requesting to extend the current contract to allow additional time necessary to continue to refine and enhance the procedures and processes, and address programmatic needs before initiating an advertised, open competitive solicitation to secure a new Urine Sample Collection for Drug and Alcohol Testing services contract effective July 1, 2025.

NOTIFICATION TIMELINE

Consistent with the procedures of Board Policy 5.100, DCFS is informing the Board of its intent to amend the current contract to extend the contract term. DCFS will file a Board letter in the near future to request delegated authority to execute the amendment.

If you have any questions, please call me or your staff may contact Aldo Marin, Board Liaison, at (213) 371-6052 or marina@dcfs.lacounty.gov.

BTN:CMM:KDR
LTI:EO:JS:tg

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



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

June 6, 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:

**AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO
EXTEND THE TERM OF THE AGREEMENT WITH INFORMATION AND REFERRAL
FEDERATION OF LOS ANGELES COUNTY, INCORPORATED DBA
211 LA COUNTY, FOR A MAXIMUM OF 24 MONTHS, AND INCREASE THE
MAXIMUM CONTRACT SUM TO \$52,706,425
(ALL DISTRICTS AFFECTED) (3-VOTES)**

SUBJECT

Authorize the Chief Executive Officer (CEO), or her designee, to extend Los Angeles County's (County) current Information and Referral (I&R) Services agreement (Agreement) with 211 LA County for an initial twelve-month period (July 1, 2023, through June 30, 2024), with two additional six-month options through June 30, 2025, if needed (Extension Period).

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the CEO, or her designee, to execute an amendment to extend the term of the Agreement for an initial period of twelve months from July 1, 2023, through June 30, 2024, with two additional six-month options to extend through June 30, 2025, if needed and increase the total contract sum by up to \$17,984,315 for a total maximum contract sum of \$52,706,425.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

211 LA County provides County residents with I&R services on a 24-hour/seven-day-a-week basis. The Agreement was designed to provide I&R services through the 211-dialing code in health and human service areas. On November 15, 2022, the Board directed the CEO to evaluate options for countywide I&R services to be provided in-house by the County, including operational and funding considerations, among other aspects of the evaluation. Should the Board decide to bring I&R Services in-house, or otherwise transition services to a delivery model other than what is currently offered via the County's agreement with 211 LA County, it is estimated that effectively transitioning services will take at least 12 to 18 months. Therefore, on January 24, 2023, consistent with Board Policy 5.100, the CEO notified the Board of its intent to begin negotiations of the sole source contract amendment with 211 LA County. The extension of the current Agreement will ensure that there is no break in I&R Services. The CEO is currently working with multiple stakeholders and agencies to gather necessary data and complete the analysis directed in the Motion. The report back to this Motion will be issued by August 31, 2023.

Ongoing costs for core I&R services of the Agreement (excluding Special Projects) have increased by \$246,920 for Fiscal Year (FY) 2023-24, and \$254,945 for FY 2024-25, if option periods are exercised to further extend the Agreement. The cost increase is to partially mitigate inflation and other cost increases experienced since the Agreement was first negotiated.

Implementation of Strategic Plan Goals

The recommended action is consistent with all three goal areas of the County Strategic Plan: Goal No. 1) Make Investments That Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges one person at a time; Goal No. 2) Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering entities supporting vibrant communities; and Goal No. 3) Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The participating County departments and the CEO have confirmed their intent to continue funding the Extension Period for a total cost of \$17,984,315 from FY 2023-24 through FY 2024-25. I&R services cost increased by \$501,865 during the Extension Period, and an additional \$189,622 per year for the expanded scope of work for Department of Children and Family Services (DCFS) Bringing Families Home special project, increasing the maximum contract sum to \$52,706,425. The Pricing Schedule (Attachment) details the County's allocation of funding per year, per participating department, for core I&R services, as well as the special projects of the Agreement. Funding will be included in the FY 2023-24 Adopted Budget for the initial twelve-month term, and in FY 2024-25 for the optional extensions, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Section 26227 of the Government Code, the Board may appropriate and fund programs deemed by the Board to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, legal services; and the needs of financially, physically, mentally challenged, and aged persons.

In 1980, the Board adopted the first contract with 211 LA County (then known as Info Line) to provide I&R Program services to all County residents. On October 16, 2003, the California's Public Utilities Commission designated 211 LA County as the sole provider of 2-1-1 I&R Program services within Los Angeles County.

CONTRACTING PROCESS

On December 3, 2019, the Board authorized the CEO to execute the Agreement with 211 LA County for a total maximum contract sum of \$18,674,208. On December 8, 2020, the Board authorized the CEO to extend the Agreement for an additional 18 months and increase the total maximum contract sum to \$36,128,184. Thus far, eight amendments have been executed based on Board approved Delegated Authority to execute the contract extensions or revise special projects. The Agreement provides health and human services, and general and specialized I&R services through the 2-1-1 dialing code. The current Agreement will expire on June 30, 2023.

Services rendered include:

1. Ensuring callers are directly connected to a service provider who can address their needs (warm hand-offs) on all crisis, abuse, and neglect calls, including those for the DCFS Child Abuse Hotline; Aging and Disabilities Elder Abuse Hotline; Mental Health ACCESS Hotline; and the Safely Surrendered Baby Hotline.
2. Assisting residents with unincorporated community services/code enforcement requests and conducting similar warm hand-offs to appropriate departmental representatives.
3. Providing I&R Program services to constituents seeking assistance through the America's Job Centers of California, Area Agency on Aging, and LA Found Hotlines.
4. Making emergency information and resources available to the public whenever the County's Emergency Operations Center is activated, or a significant emergency is impacting the County.
5. Delivering services through special projects, such as: DCFS's Bringing Families Home Program; DCFS's Early Education Enrollment and Care Coordination; Executive Office's Anti-Hate Campaign; CEO's Homeless Initiative Countywide Outreach System.

IMPACT ON CURRENT SERVICES

All I&R services provided under the current Agreement will continue without interruption. All crisis services, such as Elder Abuse, Child Abuse, and Mental Health crisis needs will continue to be provided twenty-four (24) hours a day, seven (7) days a week.

The Honorable Board of Supervisors
June 6, 2023
Page 5

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JFO
GS:pp

Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Aging and Disabilities
Children and Family Services
Economic Development
Health Services
Mental Health
Public Health
Public Social Services

COMPARISON OF THE CURRENT CONTRACT COST AND SERVICES TO THE CONTRACT EXTENSION PERIOD

	Existing	Extension	Notes/Changes
<i>Term (years)</i>	3.5 years	2 additional years	Extending contract for an additional 2 years
Contract Costs			
<i>Total Cost</i>	\$34,722,110	\$17,984,315	for current core I&R services at new rate causing a total increase of \$501,865 over two years; and four ongoing special projects with \$189,622 per year increase for expanded services on DCFS Bringing Families Home.
<i>Total Cost of Core I&R Services</i>	\$26,682,152	\$15,928,059	Core I&R Services are only the services related to general information and referral calls received by 211LA.
<i>Total Cost of Special Projects</i>	\$8,039,958	\$2,056,256	Special Projects are specialized services provided by 211LA related to care coordination above and beyond general information and referral services.
Average Annual Costs			
<i>Annual Cost of Core I&R Services</i>	\$7,597,532	\$7,844,451.79 (FY 2023-24) \$8,099,396.47 (FY 2024-25)	The cost of core I&R services will be increased by a total of \$501,865 over two years.
<i>Cost of Special Projects Per Year</i>	\$4,849,767 (CY 2020) \$1,838,506 (CY 2021) \$932,432 (CY 2022) \$419,253 (Jan-Jun 20223)	\$1,028,128 (FY 2023-24) \$1,028,128 (FY 2024-25)	Four ongoing Special Projects <ul style="list-style-type: none"> • DCFS - Early Education Enrollment and Care Coordination • DCFS - Family Reunification Housing Subsidy Initiative • Executive Office - Anti-Hate Campaign • CEO - Homeless Initiative Countywide Outreach System
Contract Metrics			
<i>Maximum Allowed Abandonment Rate</i>	23%	23% For annual volume of up to 506,000	Waiver of AR requirement if annual volume exceeds 506,000. A State grant the vendor currently receives is expiring and the modest cost increase combined with the waiver allows the vendor to continue providing services. A fixed or lower abandonment rate requires a larger contract cost increase.
<i>Minimum Call Volume to Be Handled</i>	390,000 per calendar year	390,000 per calendar year	506,000 – 23% ≈ 390,000
<i>Number of Special Projects</i>	7 (2020) 5 (2021) 5 (2022)	4	Reduction in the number of special projects is due to the availability of funding and the temporary nature of special projects related to Census 2020, Covid, etc.

PRICING SCHEDULE

	Year 1	Year 2	Year 3	Year 4		Year 5		Year 6	
<i>Core I&R Services Participating Departments</i>	2020	2021	2022	Jan-Jun 2023	Jul-Dec 2023	Jan-Jun 2024	Jul-Dec 2024	Jan-Jun 2025	Total
Chief Executive Office - Countywide Emergency Hotline*	\$ 63,158	\$ 75,000	\$ 31,579	\$ 31,579	\$ 513	\$ 16,303	\$ 16,832	\$ 16,832	\$ 251,797
Chief Executive Office - Unincorporated Help Line	\$ 197,131	\$ 197,131	\$ 197,131	\$ 98,566	\$ 101,769	\$ 101,769	\$ 105,076	\$ 105,076	\$ 1,103,649
Department of Children and Family Services	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 129,438	\$ 129,438	\$ 1,359,531
Aging and Disability Department	N/A	N/A	\$ 569,760	\$ 569,760	\$ 588,277	\$ 588,277	\$ 607,396	\$ 607,396	\$ 3,530,867
Department of Economic Opportunity	N/A	N/A	\$ 17,500	\$ 17,500	\$ 18,069	\$ 18,069	\$ 18,656	\$ 18,656	\$ 108,449
Department of Mental Health	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 129,438	\$ 129,438	\$ 1,359,531
Department of Health Services	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 129,438	\$ 129,438	\$ 1,359,531
Department of Public Health	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 129,438	\$ 129,438	\$ 1,359,531
Department of Public Social Services	\$ 5,222,958	\$ 5,222,958	\$ 5,222,958	\$ 2,611,479	\$ 2,696,352	\$ 2,696,352	\$ 2,783,984	\$ 2,783,984	\$ 29,241,024
Workforce Development, Aging and Community Services	\$ 1,174,520	\$ 1,174,520	\$ 587,260	N/A	N/A	N/A	N/A	N/A	\$ 2,936,300
Total	\$ 7,629,111	\$ 7,640,953	\$ 7,597,532	\$ 3,814,556	\$ 3,906,436	\$ 3,922,226	\$ 4,049,698	\$ 4,049,698	\$ 42,610,210

	Year 1	Year 2	Year 3	Year 4		Year 5		Year 6	
<i>Special Projects</i>	2020	2021	2022	Jan-Jun 2023	Jul-Dec 2023	Jan-Jun 2024	Jul-Dec 2024	Jan-Jun 2025	Total
DCFS - Early Education Enrollment and Care Coordination	\$ 232,179	\$ 232,179	\$ 232,179	\$ 116,090	\$ 116,090	\$ 116,090	\$ 116,090	\$ 116,090	\$ 1,276,985
DCFS - Family Reunification Housing Subsidy Initiative	\$ 224,598	\$ 224,598	\$ 224,598	\$ 112,299	\$ 207,110	\$ 207,110	\$ 207,110	\$ 207,110	\$ 1,614,533
Executive Office - Anti-Hate Campaign	\$ 314,244	\$ 321,729	\$ 321,729	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 1,762,025
CEO - Homeless Initiative Countywide Outreach System	\$ 60,000	\$ 60,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 330,000
DMH - Community Schools Initiative	\$ 992,084	\$ 1,000,000	\$ 93,926	N/A	N/A	N/A	N/A	N/A	\$ 2,086,010
CEO - Census 2020	\$ 101,200	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 101,200
CEO - Coronavirus Public Health Emergency	\$ 2,925,462	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2,925,462
Total	\$ 4,849,767	\$ 1,838,506	\$ 932,432	\$ 419,253	\$ 514,064	\$ 514,064	\$ 514,064	\$ 514,064	\$ 10,096,214

Grand Total	\$ 12,478,878	\$ 9,479,459	\$ 8,529,964	\$ 4,233,809	\$ 4,420,500	\$ 4,436,290	\$ 4,563,762	\$ 4,563,762	\$ 52,706,425
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* Due to the fluctuating amount of Countywide Emergency Hotline expenses, the entire annual amount was budgeted for January 1 through June 30, 2023 via Amendment Number Eight. The amount of \$513 under July through December of 2023 is the cost increase applied to half of the annual amount.



AMENDMENT NUMBER NINE

TO

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**THE INFORMATION AND REFERRAL FEDERATION OF
LOS ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY**

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

**AGREEMENT NUMBER: AO-19-656
AMENDMENT NUMBER 9**

AMENDMENT NUMBER NINE

CONTRACT

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

This Amendment Number Nine is made and entered into by and between the County of Los Angeles (hereinafter "County") and the Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County, a California Non-profit Public Benefit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, on December 3, 2019, the County of Los Angeles Board of Supervisors (Board) approved the contract with 211 LA County to provide general and specialized Information and Referral (I&R) Program Services (Contract), and delegated the authority to the Chief Executive Officer to execute amendments that do not exceed more than a ten percent (10%) increase or decrease in the total Contract sum to provide additional services; comply with changes in Federal, State, and County requirements; implement or terminate temporary specialized projects; or update Contract terms and conditions; and

WHEREAS, effective January 1, 2020, the parties hereto previously entered into a Contract for I&R services for a total maximum Contract sum of **\$18,674,208**; and

WHEREAS, on January 29, 2020, the Chief Executive Officer executed necessary Amendment Number One to this Contract to update the County's former Workforce Development, Aging and Community Services (WDACS) Anti-Hate Campaign, add the Chief Executive Office Census 2020 special project, and increase the maximum Contract sum to **\$18,957,875**.

WHEREAS, on March 17, 2020, the Chief Executive Officer executed necessary Amendment Number Two to this Contract to provide life safety information related to the *Novel Coronavirus Public Health Emergency* special project; and increase the maximum Contract sum to **\$20,108,689**.

WHEREAS, on June 11, 2020, the Chief Executive Officer executed necessary Amendment Number Three to extend the services related to the *Novel Coronavirus Public Health Emergency* special project; and increase the maximum Contract sum to **\$20,541,629**.

WHEREAS, on August 31, 2020, the Chief Executive Officer executed necessary Amendment Number Four to extend the services related to the *Novel Coronavirus Public Health Emergency* special project; and increase the maximum Contract sum to **\$21,883,337**.

WHEREAS, on September 1, 2020, the Board approved and delegated authority to the CEO to increase the Contract sum beyond the allowed 10 percent and extend the *Novel Coronavirus Public Health Emergency* special project until December 31, 2020.

WHEREAS, on November 1, 2020, the Chief Executive Officer executed necessary Amendment Number Five to update the Pricing Schedule and reallocate funding to provide additional resources for the Countywide Emergency Hotline in Year 1 with no change to the maximum Contract sum.

WHEREAS, on December 8, 2020, the Board approved and delegated authority to the CEO to extend the Contract for a maximum of 18 months from January 1, 2022, to June 30, 2023.

WHEREAS, on December 20, 2020, the Chief Executive Officer executed necessary Amendment Number Six to update the term of the agreement by adding in eighteen (18) option months, increasing the Contract sum by \$75,000 for the Countywide Emergency Hotline and \$14,169,847 for the 18 option months for a total maximum Contract sum of **\$36,128,184**, and adding Exhibit P (CARES Act Coronavirus Relief Fund Requirements).

WHEREAS, on June 24, 2022, the Chief Executive Officer executed necessary Amendment Number Seven to update Department of Mental Health (DMH) Community Schools Initiative (CSI) special project; and update the Pricing Schedule to reflect the details of allocated funds for twelve (12) of eighteen (18) available option months commencing January 1 through December 31, 2022; and add a new Board provision, *COVID-19 Vaccinations of County Contractor Personnel* and Exhibit Q (Certification of Compliance) to the Contract.

WHEREAS, on December 20, 2022, the Chief Executive Officer executed necessary Amendment Number Eight to extend the Contract for six (6) months through June 30, 2023, for the cost of \$4,233,809 already budgeted through Amendment Number Six; and update the Contract in its applicable sections for WDACS with the new departments of Aging and Disability, and Economic Opportunity; and update the Anti-Hate special project which moved from WDACS to the Board of Supervisors Executive Office; and delete DMH CSI special project resulting in cost reduction of \$1,406,074; thereby changing the maximum Contract amount to **\$34,722,110**.

WHEREAS, on June 6, 2023, the Board approved and delegated authority to the CEO to extend the Contract for a maximum of 24 months from July 1, 2023, to June 30, 2025.

WHEREAS, the parties agree that an amendment is necessary to extend the Contract for twelve (12) months through June 30, 2024 and increase the Contract sum by \$8,856,790, thereby increasing the maximum Contract amount to **\$43,578,900**; and update the Department of Children and Family Services (DCFS) Bringing Families Home special project; and update the Contract in its Board provisions related to *COVID-19 Vaccinations of County Contractor Personnel*, and removed Exhibit Q (Certification of Compliance) from the Contract.

NOW THEREFORE, pursuant to Paragraph 8.1 under Section 8.0 (Standard Terms and Conditions) of the body of the Contract and in consideration of the mutual covenants

contained herein and for good and valuable consideration, the parties agree to the following:

- I. The Contract is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
- II. **Paragraph 4.2 of Section 4 - TERM OF CONTRACT** shall be deleted in its entirety and replaced as follows:
 - 4.2 The term of the Contract is extended for twelve (12) months from July 1, 2023, until June 30, 2024. In addition, the Contract includes two additional six (6) month options that may be exercised at the sole discretion of the County.
- III. **Paragraph 5.1.1 of Section 5 – CONTRACT SUM**, shall be deleted in its entirety and replaced as follows:
 - 5.1.1 The total contract sum shall be **\$43,578,900** as detailed in Exhibit B-9 (Pricing Schedule).
- IV. **Paragraph 8.6.3 of Section 8 – STANDARD TERMS AND CONDITIONS** subparagraphs under paragraph 8.6.3 - COVID-19 Vaccinations of County Contractor Personnel - are hereby deleted and replaced as follows:
 - 8.6.3 Intentionally omitted.
- V. **Section 2.2.8.d of Section 2 - PROGRAM MANAGEMENT AND FURNISHED ITEMS** is hereby deleted and replaced by the following:
 - 2.2.8.d. Maintain an annual calendar year average call abandonment rate of 23 percent or less unless calls offered exceed 506,000. If calls offered exceed 506,000 in the calendar year, the abandonment rate performance requirement will not apply.
- VI. **Exhibit A-b** (DCFS-Family Reunification Housing Subsidy Initiative and Bringing Families Home Statement of Work) is deleted and replaced with **Exhibit A-b-1** (DCFS-Bringing Families Home Statement of Work).
- VII. **Exhibit B-8** (Pricing Schedule) is deleted and replaced by **Exhibit B-9** (Pricing Schedule).
- VIII. **Exhibit B-opt-2023** is deleted in its entirety.
- IX. **Exhibit Q** (COVID-19 Vaccination Certification of Compliance) is deleted in its entirety.
- X. Except as expressly modified by this **Amendment Number Nine**, the unaffected terms and conditions of the Contract, shall remain unchanged in full force and effect and enforceable against the parties.

IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this Amendment Number Nine to become effective upon execution by the County.

COUNTY OF LOS ANGELES:
CHIEF EXECUTIVE OFFICE

By _____
FESIA A. DAVENPORT
Chief Executive Officer

Date

CONTRACTOR:
THE INFORMATION AND REFERRAL FEDERATION
OF LOS ANGELES COUNTY, INC. DBA 211 LA COUNTY

By _____
MARIBEL MARIN
Executive Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BRINGING FAMILIES HOME
CARE COORDINATION SERVICES
STATEMENT OF WORK**

1. PROGRAM OVERVIEW

On February 9, 2016, the Los Angeles County Board of Supervisors (Board) approved the B6 Homeless Initiative, “Family Reunification Housing Subsidy” (FRHS). This initiative directed the Department of Children and Family Services (DCFS) and the Los Angeles County Development Authority (LACDA) to provide countywide Rapid Re-Housing (RRH) and case management services to families in the child welfare system that meet specific criteria.

Beginning January 1, 2017, DCFS implemented FRHS Program to provide rapid re-housing services where the parent(s)’ homelessness is the sole barrier to the return of the child (ren) and the family meets specific conditions.

On January 1, 2018, the Board approved DCFS’ second rapid re-housing program, Bringing Families Home (BFH). This initiative directed DCFS and LACDA to provide countywide rapid re-housing and case management services to families in the child welfare system where the parent(s) are experiencing housing instability or homelessness.

BFH eligibility is defined in Welfare Institution Code (WIC) Section 16523(c) as families or individuals who meet all four of the following conditions:

- a. Currently receiving DCFS services such as Family Maintenance (FM), Family Reunification (FR), Voluntary Family Maintenance (VFM) services, and Voluntary Family Reunification (VFR) services,
- b. Are homeless, at-risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home,
- c. Voluntarily agrees to participate in BFH; and,
- d. Have income at or below 50% of the Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development (HUD).
Or at or below 80% of AMI if the family:
 - i. resides in subsidized housing, and
 - ii. is currently or formerly in a homeless housing assistance program (e.g., Homeless Section 8 voucher)

2. SERVICE DESCRIPTION

211 LA County shall provide the services outlined below and shall be reimbursed monthly per contract deliverable completed. 211 LA County shall provide a part-time (0.60 FTE) Program Management/Lead, three full-time Care Coordinators, and a full-time Administrative Support staff.

Care Coordination Service

211 LA County shall provide comprehensive support and care coordination services to families referred to BFH program for housing assistance. These services shall include providing information about the program and conducting an initial assessment to determine the most appropriate service type (RRH or PS). Care Coordinators shall provide hands-on guidance regarding the enrollment and service process, immediate linkage to housing service providers, and scheduled follow-up contacts at 15, 30, 60, 90, and 120 days after the initial contact to ensure that families' housing needs are met.

System Record and Data Collection

To streamline service coordination and manage services data, 211 LA County shall develop and maintain an electronic record keeping system to record, track, and manage client/family information. The system shall allow Care Coordinators, housing service providers, DCFS, and LACDA to access the system via a web-based application. The information and data created, recorded, and uploaded will be owned by the County and shall be safeguarded by industry accepted information technology security controls to ensure data integrity, accessibility, confidentiality, and availability. 211 LA County shall also provide reasonable support for system and interface modification and custom reports as requested.

3. SERVICE TASKS AND DELIVERABLES

Below are the tasks and deliverables to be completed by 211 LA County:

- 3.1. Contact each family referred by DCFS to participate in BFH.
- 3.2. Provide families with a *warm handoff* (on phone contacts) by directly calling the assigned contracted housing agency to secure appointments. When a *warm handoff* is not available, an email shall be sent with the family's information for a call back.
- 3.3. Prepare clients for the program enrollment, expectations, and document preparation.
- 3.4. Facilitate communication between families, service providers, DCFS program staff, and DCFS Children Social Worker.
- 3.5. Provide client advocacy, as requested, or as needed.

- 3.6. Conduct follow-up calls in 15, 30, 60, 90, and 120 increments. with clients and/or service, providers to ensure follow through with referrals, linkage, and to document the clients' housing progress. The follow-up records and client's progress shall be documented and made electronically available to DCFS.
- 3.7. Connect client(s) to other available social services throughout LA County, as needed.
- 3.8. Ensure timely data entry into the electronic record keeping system.
- 3.9. Provide monthly and quarterly BFH related reports to DCFS.
- 3.10. Provide DCFS with access to any and all data and records as related to BFH clients and activities.
- 3.11. Provide the system user access and training to all contracted housing agency staff, including BFH rapid rehousing, prevention, legal services, and program administrative staff (DCFS & LACDA).
- 3.12. Attend monthly BFH virtual meetings.

4. 211 CONTRACT OBJECTIVES

Below are the objectives to be reached by 211 LA County:

- 4.1. Ninety percent (90%) of families accepted into the BFH Program shall have telephonic or email contact with a 211 Care Coordinator, within one business week.
- 4.2. Ninety percent (90%) of families accepted into the BFH Program shall receive hands-on guidance on the steps required to secure housing, immediate linkage to a contracted housing agency, and crucial follow-up contact as noted in section 3.6 above.
- 4.3. Ninety percent (90%) of families participating in the BFH Program shall receive a warm handoff to a contracted housing agency as noted in 3.2 above.
- 4.4. Ninety percent (90%) of families participating in the BFH Program shall receive follow-up and advocacy services.
- 4.5. Hundred percent (100%) of families referred to the BFH program shall have client data entered into the 211 the system.

PRICING SCHEDULE

	Year 1	Year 2	Year 3	Year 4		Year 5	
<i>Core I&R Services Participating Departments</i>	2020	2021	2022	Jan-Jun 2023	Jul-Dec 2023	Jan-Jun 2024	Total
Chief Executive Office - Countywide Emergency Hotline*	\$ 63,158	\$ 75,000	\$ 31,579	\$ 15,790	\$ 16,303	\$ 16,303	\$ 218,132
Chief Executive Office - Unincorporated Help Line	\$ 197,131	\$ 197,131	\$ 197,131	\$ 98,566	\$ 101,769	\$ 101,769	\$ 893,496
Department of Children and Family Services	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 1,100,654
Aging and Disability Department	N/A	N/A	\$ 569,760	\$ 569,760	\$ 588,277	\$ 588,277	\$ 2,316,074
Department of Economic Opportunity	N/A	N/A	\$ 17,500	\$ 17,500	\$ 18,069	\$ 18,069	\$ 71,138
Department of Mental Health	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 1,100,654
Department of Health Services	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 1,100,654
Department of Public Health	\$ 242,836	\$ 242,836	\$ 242,836	\$ 121,418	\$ 125,364	\$ 125,364	\$ 1,100,654
Department of Public Social Services	\$ 5,222,958	\$ 5,222,958	\$ 5,222,958	\$ 2,611,479	\$ 2,696,352	\$ 2,696,352	\$ 23,673,057
Workforce Development, Aging and Community Services	\$ 1,174,520	\$ 1,174,520	\$ 587,260	N/A	N/A	N/A	\$ 2,936,300
Total	\$ 7,629,111	\$ 7,640,953	\$ 7,597,532	\$ 3,798,766	\$ 3,922,226	\$ 3,922,226	\$ 34,510,814

	Year 1	Year 2	Year 3	Year 4		Year 5	
<i>Special Projects</i>	2020	2021	2022	Jan-Jun 2023	Jul-Dec 2023	Jan-Jun 2024	Total
DCFS - Early Education Enrollment and Care Coordination	\$ 232,179	\$ 232,179	\$ 232,179	\$ 116,090	\$ 116,090	\$ 116,090	\$ 1,044,806
DCFS - Family Reunification Housing Subsidy Initiative	\$ 224,598	\$ 224,598	\$ 224,598	\$ 112,299	\$ 207,110	\$ 207,110	\$ 1,200,313
Executive Office - Anti-Hate Campaign	\$ 314,244	\$ 321,729	\$ 321,729	\$ 160,865	\$ 160,865	\$ 160,865	\$ 1,440,296
CEO - Homeless Initiative Countywide Outreach System	\$ 60,000	\$ 60,000	\$ 60,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 270,000
DMH - Community Schools Initiative	\$ 992,084	\$ 1,000,000	\$ 93,926	N/A	N/A	N/A	\$ 2,086,010
CEO - Census 2020	\$ 101,200	N/A	N/A	N/A	N/A	N/A	\$ 101,200
CEO - Coronavirus Public Health Emergency	\$ 2,925,462	N/A	N/A	N/A	N/A	N/A	\$ 2,925,462
Total	\$ 4,849,767	\$ 1,838,506	\$ 932,432	\$ 419,253	\$ 514,064	\$ 514,064	\$ 9,068,086

Grand Total	\$ 12,478,878	\$ 9,479,459	\$ 8,529,964	\$ 4,218,019	\$ 4,436,290	\$ 4,436,290	\$ 43,578,900
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* Countywide Emergency Hotline activities will be paid every month based on the actual costs incurred, not to exceed the total cost per calendar year in the table above. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the County will then indicate to the Contractor whether the increased level of support can be continued based on County funding.

Each year, Contractor must submit an annual budget that corresponds with each of the line-items in the Pricing Schedule and does not exceed the annual line-item total in the Pricing Schedule.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/17/23	
BOARD MEETING DATE	6/6/23	
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)	DCFS	
SUBJECT	LAPD CSEC Locate and Recovery Memorandum Of Agreement (MOA)	
PROGRAM	CSEC Program	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/TIME CONSTRAINTS	Current MOA will expire 6/30/2023. New MOA will be effective 7/1/2023.	
COST & FUNDING	Total Cost: \$ 100,000 per FY	Funding Source: SB 794 TERMS (if applicable): \$100,000 for each of the three fiscal years (FY 2023-24, FY 2024-25, and FY 2025-26) Explanation:
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Under SB 794 (2015), The Department of Children and Family Services (DCFS) and Probation, must develop and implement protocols to expeditiously locate any children or youth identified as Commercially Sexually Exploited Children (CSEC), CSEC at-risk minors, and Non-Minor Dependents under the supervision of DCFS and Probation.</p> <p>Currently, DCFS and Probation have a MOA with the LAPD to use the funds to cover overtime costs associated with efforts to expeditiously seek out and recover CSEC youth and non-minor dependents under the supervision of DCFS or Probation, to determine if the child or youth was a victim of repeat commercial sexual exploitation while missing, and the investigations related to those associated crimes. This MOA will expire June 30, 2023, and the new MOA will continue these services from July 1, 2023 – June 30, 2026.</p>	

	The Maximum Annual Agreement Amount will be \$100,000 for each Fiscal Year(FY) (FY 2023-24, FY 2024-25, and FY 2025-26) covered under the MOA, financed with 100% SB 794 funds. The Total Maximum Agreement Sum is \$300,000. Funding is included in the Departments CSEC Spending Plan for FY 2023-24 through FY2025-26.
EQUITY INDEX OR LENS WAS UTILIZED	Yes
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEPARATMENTAL CONTACTS	Name, Title, Phone # & Email: Adela Estrada, CSA III, (310) 210-3835, estraa@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



Board of Supervisors
HILDA L. SOLIS
First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 6, 2023

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 APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE CITY OF LOS ANGELES POLICE DEPARTMENT TO LOCATE AND RECOVER COMMERCIALY SEXUALLY EXPLOITED CHILDREN (ALL SUPERVISORIAL DISTRICTS)(3-VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval for a Memorandum of Agreement (Agreement) between the City of Los Angeles Police Department (LAPD), DCFS and the Probation Department (Probation). Under Senate Bill (SB) 794, DCFS and Probation must develop and implement protocols to expeditiously locate children and youth identified as Commercially Sexually Exploited Children (CSEC), as this population is considered to be at high-risk of harm and repeated exploitation. Through this Agreement, efforts are made to diligently search, locate, recover and stabilize impacted children, youth and Non- Minor Dependents (NMDs) to achieve improved safety outcomes.

IT IS RECOMMENDED THAT YOUR BOARD

- 1) Delegate authority to the Director of DCFS, or designee, and the Chief Probation Officer, or designee, to execute an Agreement substantially similar to Attachment A, with LAPD for a three-year term effective July 1, 2023 through June 30, 2026. The Maximum Annual Agreement Amount will be \$100,000 for each fiscal year. The Maximum Agreement Sum will be \$300,000 financed by SB 794 funds. The Board and the Chief Executive Officer (CEO) will be notified in writing within 10 business days of the execution of the Agreement.
- 2) Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Amount by 10 percent and for programmatic changes, provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of change notice; and c) DCFS notifies the Board and the CEO in writing within 10 business days after execution.
- 3) Delegate authority to the Director of DCFS, or designee, to terminate the Agreement for convenience or default by amendment, provided that: a) County Counsel

"To Enrich Lives Through Effective and Caring Service"

approval is obtained prior to execution of amendment; and b) DCFS notifies the Board and the CEO in writing within 10 business days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Preventing Sex Trafficking and Strengthening Families Act (Federal Act) made numerous changes to the Title IV-E Foster Care Program and enacted new requirements regarding sex trafficking prevention and intervention. State law implementing these provisions was enacted in SB 794. The spirit of the Federal Act and the implementation of State provisions seek to ensure that child welfare agencies and county probation departments are responsive to the complex issues for children and youth victims of sex trafficking that receive child welfare services. As outlined in Welfare and Institutions Code 16501.35, county child welfare agencies and county probation departments must develop and implement protocols to locate any missing children from foster care.

DCFS and Probation have an existing relationship and partnership with LAPD and have staff co-located with LAPD. The services outlined in this Agreement will allow DCFS and Probation to team with and utilize LAPD staff in locating and recovering missing children, youth, and NMDs that are victims of sex trafficking.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategy 1.2, Enhance Our Delivery of Comprehensive Interventions - Deliver comprehensive and seamless services to those seeking assistance from the County and Strategy 1.2.8, Address the Needs of Victims of Child Sex Trafficking - Prevent children from becoming victims of child sex trafficking and provide supportive and rehabilitative services for systems-involved child sex trafficking victims.

FISCAL IMPACT/FINANCING

The term will be effective July 1, 2023 through June 30, 2024, and the Maximum Annual Agreement Amount will be \$100,000 for each fiscal year. The Maximum Agreement Sum will be \$300,000, financed by 100 percent SB 794 funds. Funding is available in the Department's proposed budget for Fiscal Year 2023- 2024.

FACTS AND PROVISIONS/LEGAL REQUIRMENTS

Child victims of CSE have experienced significant trauma that will have lifelong impact. CSE youth who are missing are at high-risk of repeated exploitation and every effort must be made to locate and recover them.

Based on reported success in the Los Angeles County's Sheriff's Department's Locate Team, that currently has an MOU with DCFS and Probation to recover missing CSE youth, it is expected that the establishment of a similar Agreement with LAPD and Probation

The Honorable Board of Supervisors
June 6, 2023
Page 3

will further our efforts to protect victims of CSE.

The Agreement was reviewed and approved by County Counsel.

CONTRACTING PROCESS

On December 3, 2019 the Board of Supervisors approved a Memorandum of Agreement with DCFS, Probation and LAPD, to reimburse LAPD for overtime incurred in the effort to locate and recover CSEC youth effective March 10, 2020 through June 30, 2023. This will be the 2nd Agreement with LAPD to support the safety of the DCFS and Probation supervised CSEC population.

DCFS and Probation continue to receive funding from SB 794 to continue collaborating with LAPD in this effort.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will help to ensure that DCFS complies with SB 794 requirements and the CSEC County plan to support and advance initiatives to better serve children identified as victims of CSE involved in the child welfare system.

CONCLUSION

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

Respectfully Submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:CP:em

Enclosures

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

**MEMORANDUM OF AGREEMENT BETWEEN
THE LOS ANGELES POLICE DEPARTMENT,
COUNTY OF LOS ANGELES DEPARTMENT OF
CHILDREN AND FAMILY SERVICES, AND
COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

a. PARTIES

The parties to this Memorandum of Agreement (MOA) are the Los Angeles Police Department (LAPD), the County of Los Angeles Department of Children and Family Services (DCFS), and the County of Los Angeles Probation Department (Probation).

b. BACKGROUND

- i. The intent of California Senate Bill 794 (SB 794) was to ensure that child welfare agencies and the County Probation Department respond to the complex issues related to children and youth victims of sex trafficking.
- ii. Under California Welfare and Institutions Code (WIC) 16501.35, which was a part of SB 794, the DCFS and Probation are required to develop and implement protocols to expeditiously locate any children or youth identified as Commercially Sexually Exploited Children (CSEC), CSEC at-risk minors, and Non-Minor Dependents (NMD) under the supervision of the DCFS and Probation that are missing from foster care. The aforementioned individuals will hereinafter be referred to as "youth."
- iii. The DCFS has received State grant funding to implement the provisions of WIC 16501.35.
- iv. Many of the missing youth under the supervision of the DCFS and Probation are within the jurisdiction of the LAPD. The DCFS and Probation have an existing relationship and partnership with the LAPD. The DCFS and Probation also have staff co-located within the LAPD.
- v. The DCFS, Probation, and the LAPD will collaborate to meet the goal of WIC 16501.35. The DCFS, Probation, and the LAPD will expeditiously locate and recover youth under the supervision of the DCFS and Probation that are missing

from foster care and within the jurisdiction of the LAPD.

**c. RESPONSIBILITIES OF THE COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

The DCFS will be responsible for the following:

- i. The DCFS will notify the LAPD about any missing or runaway youth under the supervision of the DCFS if it has been determined that there is a LAPD nexus to the youth - this will be called a Locate and Recover CSEC referral. The Locate and Recover CSEC referral will be submitted to knowhumantrafficking@lapd.online. The DCFS will provide the LAPD with specific information regarding the missing or runaway youth which will help the LAPD's investigation in locating the youth.
- ii. If appropriate, the DCFS will designate staff to participate in the search and recovery efforts for the youth. If staffing levels are viable, the DCFS will make reasonable efforts to designate staff from its Runaway Outreach Unit, Multi-Agency Response Team, CSEC Unit, or Emergency Response Command Post to assist the LAPD in the search efforts.
- iii. If youth is recovered by DCFS, the Children's Social Worker (CSW) will notify LAPD of the recovery.
- iv. If CSE youth goes missing again, a new referral is generated by DCFS.
- v. The DCFS will reimburse the LAPD for overtime costs incurred for search and recovery efforts under this MOA.

**d. RESPONSIBILITIES OF THE COUNTY OF LOS
ANGELES PROBATION DEPARTMENT**

Probation will be responsible for the following:

- i. Probation will notify the LAPD about any missing or runaway youth under the supervision of Probation if it has been determined that there is a LAPD nexus to the youth - this will be called a Locate and Recover CSEC

referral. The Locate and Recover CSEC referral will be submitted to knowhumantrafficking@lapd.online. Probation will provide the LAPD with specific information regarding the missing or runaway youth which will help the LAPD's investigation in locating the youth.

- ii. If appropriate and available, Probation will designate staff to participate in the search and recovery efforts for the youth.
- iii. If youth is recovered by Probation, the DPO will notify LAPD of the recovery.
- iv. If CSE youth goes missing again, a new referral is generated by Probation.

e. RESPONSIBILITIES OF THE LOS ANGELES POLICE DEPARTMENT

The LAPD will be responsible for the following:

- i. Personnel assigned to LAPD's Detective Support and Vice Division and Operation South Bureau-Human Trafficking Taskforce will determine if the LAPD should deploy resources and commence a search for the referred youth. There should be a connection to the LAPD's jurisdiction and a clear indication that the missing youth is CSEC related.
- ii. Once the LAPD determines that the LAPD has jurisdiction for a referral and that the missing youth is CSEC-related, the LAPD will make reasonable efforts to locate and recover the missing or runaway youth.
- iii. The LAPD will consult and coordinate with the DCFS and Probation staff in searching for and recovering the youth referred to the LAPD under this MOA.
- iv. Once the LAPD has recovered the youth, it will deliver the youth to the custody of a DCFS Social Worker or a Deputy Probation Officer. Where appropriate, the LAPD may also do any or all the following:
 - 1. Take the youth for medical care or examination.
 - 2. Return the youth to foster care placement or juvenile hall, if applicable and on a case by case basis.

3. Take the youth to court pursuant to a warrant ordered by a competent legal authority.
- v. The LAPD will collaborate with the DCFS and Probation to determine the appropriate services to provide the youth.
- vi. The LAPD will attempt to determine the youth's experience while absent from legal supervision. The LAPD will interview the youth and attempt to determine if the youth is a victim of Commercial Sexual Exploitation (CSE). If it is determined that the youth has been a victim of CSE while absent from care, LAPD will report this to the Child Protection Hotline at 1-800-540-4000.
- vii. LAPD clears missing persons in NCIC if youth was located and recovered
- viii. The LAPD will submit a monthly and annual report of search and recovery efforts made on behalf of the referrals of missing or runaway youth to the DCFS. The report shall include:
 1. A list of all referrals received by the DCFS and Probation each month;
 2. The first and last name of youth that was referred;
 3. The date the referral was made by the DCFS and Probation;
 4. The assigned CSW/DPO as listed in the referral;
 5. The date the youth was recovered, if applicable;
 6. If recovered, who the youth was released to;
 7. How the youth was recovered, if applicable; and,
 8. Whether the youth is under supervision of the DCFS or Probation.

The report template to be submitted by the LAPD is included as Exhibit A – Locate and Recover CSEC Outcome Data Report

f. REIMBURSEMENT OF LAPD OVERTIME COSTS

- i. The parties understand that the LAPD will need to utilize overtime hours to meet SB 794's goal of expeditiously searching for and recovering missing or runaway youth under the supervision of the DCFS or Probation.
- ii. The DCFS will reimburse the LAPD for the overtime costs of its LAPD Personnel members in accordance to Exhibit

[A], incurred during the search and recovery of the referred youth, up to a Maximum Annual Agreement Amount of \$100,000, for each fiscal year of this MOA. The DCFS funds shall be used by the LAPD for overtime costs associated with efforts to locate and recover youth under the supervision of the DCFS or Probation. These funds may also be used by the LAPD for overtime costs associated with determining if the youth was a victim of CSE while missing and investigating associated crimes.

- iii. Funds will be paid to the LAPD monthly in arrears using the invoice attached as Exhibit C - Invoice. The LAPD should attach Exhibit D - Overtime Report, to the invoices. Furthermore, Exhibit D - Overtime Report, should clarify any incremental billing of less than 1 hour. The DCFS and the LAPD agree that the DCFS shall reimburse the overtime costs for the LAPD, as specified at the cost of employee applicable salary rate within the range identified in Exhibit B – Overtime Hourly Rate for LAPD, and the CityPay Salaries pdf supporting document of LA City Employees for the services set forth.
- iv. Invoices are due to the DCFS no later than the 25th day of each calendar month following the month in which services were provided. The DCFS will, in a manner consistent with normal DCFS accounts payable practices and procedures, reimburse the LAPD within 30 days after the invoice is received. If such payment is not delivered to the LAPD within 120 days after the invoice date of receipt and/or there is dispute over billing charges, the LAPD may cease to provide all agreed upon services until payment is received and/or billing disputes are resolved.
- v. Notwithstanding any other provision of this MOA, funding of this MOA is contingent on continued State of California (State) funding allocations. If the State discontinued funding, the DCFS has the option to terminate this MOA immediately and no longer be financially liable to continue to fund this MOA.

A copy of the invoice shall be sent to:

Adela Estrada, CSEC Program Administrator
Bureau of Specialized Response Services
Department of Children and Family Services
1933 S. Broadway, Suite 503
Los Angeles, CA 90007

The original invoice shall be sent to:
Fiscal Operations Division
Department of Children and Family Services
510 S. Vermont Avenue 14th Floor
Los Angeles, CA 90020
Attn: Laura Tran

- vi. The LAPD, without prior approval of the DCFS, may reallocate up to a maximum of twenty-five (25) percent of the maximum annual agreement amount between categories (Sworn Officers and Civilian Staff) of the LAPD's Line-Item Budget and Budget Narrative, Exhibit E. The LAPD shall request the DCFS' approval in writing for line-item budget reallocations above the twenty-five (25) percent maximum. In any event, such revisions shall not result in any increase to the Maximum Annual Agreement Amount. Such requests to Exhibit A-1- Line-Item Budget and Budget Narrative, shall be submitted via emailed to Adela Estrada estraa@dcfs.lacounty.gov or designee for approval.

g. TERM, MODIFICATION AND TERMINATION

- i. The term of this Memorandum of Agreement (MOA) shall be effective from July 1, 2023 through June 30, 2026.
- ii. Any of the parties may terminate this MOA for any reason by providing a minimum of a 15-calendar day notice to the other parties and specifying the effective termination date of this MOA.
- iii. No changes to the terms of this MOA will be valid unless they are in the form of a written amendment approved and executed by the Director of the DCFS or his or her designee, Chief Probation Officer of Probation or his or her designee, and the LAPD Chief of Police or his or her designee, except for modifications to Exhibit A – Locate and Recovery CSEC Log, Exhibit B – Overtime Hourly Rate for LAPD Personnel, Exhibit C - Invoice and Exhibit D – Overtime Report. Modifications to Exhibits A, B, C, and D will be made through a written change notice and made effective to the MOA on the date identified in the change notice.

h. FINANCIAL RECORDS

- i. The LAPD shall maintain satisfactory records showing the time and financial costs associated with the LAPD's juvenile recovery work under this MOA and shall make such records available to the County for auditing and inspection. The LAPD shall retain such records for five years following the expiration date or early termination date of this MOA.
- ii. The LAPD agrees to use a generally accepted accounting system. The LAPD also agrees to maintain, and make available for County inspection, accurate records of all costs, disbursements, and receipts with respect to its activities under this MOA.
- iii. At any time during the term of this MOA, or at any time within five years of the expiration date or early termination date of this MOA, an authorized representative of the County may conduct an audit of LAPD records to verify the appropriateness and validity of expenditures of County Funds under the terms of this MOA. If, during such an audit, the County determines that the County overpaid the LAPD or that County funds were used for purposes other than those authorized by this MOA, the County and the LAPD will meet and confer in good faith to resolve the audit's findings to both parties' mutual satisfaction.

i. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

DCFS: Adela Estrada, CSA III
Bureau of Specialized Response Services
Department of Children and Family Services
1933 S. Broadway, Suite 503
Los Angeles, CA 90007

Probation: Michelle Guymon, Director
Child Trafficking Unit
Los Angeles County Probation Department
1660 W. Mission Blvd.
Pomona, CA 91766

LAPD: Detective Support and Vice Division Personnel
Los Angeles Police Department
100 W. 15th Street, 4th Floor
Los Angeles, CA 90012

j. INTEGRATION AND SEVERABILITY

- i. This MOA represents the entire integrated agreement between the parties as to its subject, and supersedes all other prior or contemporaneous oral or written understandings and agreements between the parties.
- ii. If any provision of this MOA, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the MOA that can be given effect without the invalid provision or application. To this end described above, the provisions of the MOA are severable.

k. CONFIDENTIALITY

- i. The DCFS, the LAPD, and Probation shall maintain confidentiality of all records and information relating to youth under this MOA in accordance with the WIC provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality.
- ii. The DCFS, the LAPD, and Probation shall inform their managers, supervisors, employees, and contractors providing services hereunder of the confidentiality provision of this MOA.
- iii. Records or information pertaining to youth shall not be disclosed to any person, except designated County or contractor employees, without the written permission of the Director of the DCFS, the LAPD Chief of Police, Chief Probation Officer of Probation, or equivalent.

IN WITNESS, WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers as set forth below.

COUNTY OF LOS ANGELES

Agreed to:

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

Agreed to:

Karen L. Fletcher, Interim Chief Probation
Probation Department Officer

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

By:

David Beaudet
Office of County Counsel
Senior Deputy County
Counsel

CITY OF LOS ANGELES

Agreed to:

MICHEL R. MOORE
Chief of Police
Los Angeles Police Department



Exhibit A



Locate & Recover CSEC Outcome Data Report

Month of _____

[illegible]

**County of Los Angeles
Department of Children and Family Services
CSEC LOCATE AND RECOVERY AGREEMENT**

Los Angeles Police Department
Human Trafficking Unit Members
Line-Item Budget and Budget Narrative
FY 2023-2024 through FY 2025 -2026

Sworn Officers

Police Officer I
Police Officer II
Police Officer III
Police Sergeant I
Police Sergeant II
Police Detective I
Police Detective II
Police Detective III

Human Trafficking Unit Members	FY 2023-2024 through FY 2025-2026
Sworn Officers	\$95,000*
Civilian Staff	\$5,000*
Total	\$100,000*

Civilian Staff

Management Analyst

* The LAPD, without prior approval of the DCFS, may reallocate up to a maximum of twenty-five (25) percent of the maximum annual agreement amount between categories (Sworn Officers and Civilian Staff) of the LAPD's Line-Item Budget [Exhibit A-1]. The LAPD shall request the DCFS' approval in writing for line-item budget reallocations above the twenty-five (25) percent maximum.

**County of Los Angeles
Department of Children and Family Services
CSEC LOCATE AND RECOVERY AGREEMENT**

Los Angeles Police Department
Human Trafficking Unit Members
Line-Item Budget and Budget Narrative
Fiscal Year (FY) 2023-2024 through FY 2025-2026

Budget Narrative FY 2023-2024 through FY 2025-2026

Law Enforcement (Officer/ Supervisor) Duties:

- Conduct thorough review of referral and intel received
- Run a query with Missing Juvenile information on various department databases
- Check in with DCFS and Probation regarding Missing Juvenile status and location
- Assemble a Missing Juvenile Flyer and distribute the document to local police stations, other law enforcement agencies and community groups
- Check various social media outlets in an attempt to identify and locate the Missing Juvenile
- Conduct follow ups to locations where the Missing Juvenile maybe found
- Conduct operations in an attempt to recover the Missing Juvenile
- Complete any and all police reports when contact is made with the Missing Juvenile
- Complete the arrest and booking process if the Missing Juvenile detained
- Complete the arrest and booking process if a suspect is arrested in connection to the Missing Juvenile
- Complete all necessary reports in preparation for criminal proceedings as directed by the District Attorney
- Transportation of the juvenile if necessary to and from court proceedings

Management Analyst duties:

- Monitor "Know Human Trafficking" e-mails
- Assign LAPD case numbers to new referrals
- Assign an investigator to each referral
- Create case packages for each juvenile
- Create missing juvenile flyers
- Distribute flyers to various entities
- Search online for missing juveniles for online ads
- Track referral recoveries
- E-mail DCFS and Probation weekly with latest updates
- Retrieve overtime hours and chrono from I/O officers
- Provide overtime documentation to Fiscal Group for invoice processing
- Additional duties as necessary

County of Los Angeles
Department of Children and Family Services
CSEC LOCATE AND RECOVERY AGREEMENT

Overtime Hourly Rate for LAPD

CSC/G	RANK	LOWEST HOURLY RATE	HIGHEST HOURLY RATE	LOWEST OVERTIME HOURLY RATE	HIGHEST OVERTIME HOURLY RATE
2214C	Police Officer I	\$30.96	\$36.21	\$46.44	\$54.32
22142	Police Officer II	\$35.00	\$80.93	\$52.50	121.40
22143	Police Officer III	\$38.40	\$82.95	\$57.60	\$124.43
22271	Police Sergeant I	\$53.16	\$78.64	\$79.74	\$117.96
22272	Police Sergeant II	\$56.12	\$87.56	\$84.18	\$131.34
22231	Police Detective I	\$47.67	\$76.50	\$71.51	\$114.75
22232	Police Detective II	\$53.16	\$82.84	\$79.74	\$124.26
22233	Police Detective III	\$59.27	\$87.56	\$88.91	\$131.34
91840	Management Analyst	\$33.59	\$51.95	\$50.39	\$77.93

The hourly rates listed herein are based on payroll information and are subject to change at any time. The LAPD will provide updated hourly rates quarterly and as requested/necessary.

INVOICE

**To: DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FISCAL OPERATIONS DIVISION
425 Shatto Place, Suite 205
Los Angeles, CA. 90007**

Invoice Date:

Remittance: LOS ANGELES POLICE DEPARTMENT
100 W. 1st Street, Los Angeles, CA 90012

AGREEMENT NUMBER:

AGREEMENT TERM:

SERVICE MONTH:

**SERVICES PROVIDED: LOCATE AND RECOVER MISSING COMMERCIAL SEXUALLY
EXPLOITED CHILDREN**

Staff Position	Employee Name	Date of OT	Total OT Worked	OT Rate/Hr	Total OT Cost
TOTALS					
Annual Agreement Sum.		Current Expenditure	Y-T-D Expenditures		Remaining Budget
\$ 100,000					

CERTIFICATION: I certify to the best of my knowledge that this invoice is true in all respect.

Prepared by: _____

Tel. No: _____

Signature: _____

Date: _____

Approved by: _____

Tel. No: _____

Signature: _____

Date: _____

For DCFS Program Manager Only	
1 st Level Approval	
Approver	
Name: _____	
Signature: _____	Date: _____
2 nd Level Approval	
Approver	
Name: _____	
Signature: _____	Date: _____

**County of Los Angeles
Department of Children and Family Services**

OVERTIME REPORT						FOR OFFICE USE ONLY			
WHITE - DIVISION COPY YELLOW - EMPLOYEE COPY PINK - OT PROGRAM ADMINISTRATOR						PAY PERIOD ENDING		CODE	
TYPE OR PRINT LEGIBLY IN INK									
DATE REPORTED		EMPLOYEE ID (EID)		RANK/PG	NAME (LAST, FIRST, MIDDLE INITIAL)				
RECORD TO NEAREST TENTH OF WORKED OR TAKEN OFF	TOTAL HOURS WORKED		TYPE OF COMPENSATION REQUESTED				HOURS TAKEN OFF		
	CASH TIME & %	ST. TIME	CASH TIME & %	ST. TIME	TIME TIME & %	ST. TIME	NEW BANK TIME & %	ST. TIME	OLD BANK TIME & % ST. TIME
	- hrs	- hrs	- hrs	- hrs	- hrs	- hrs	- hrs	- hrs	- hrs - hrs
DATE AND TIME WORKED					TOTAL BANK:				
FROM		TO							
Date	Time	Date	Time	Division			Assignment		Watch
REASON FOR OVERTIME (CHECK ONE)	<input type="checkbox"/> Court or Admin. Hearing	<input type="checkbox"/> Unscheduled Activity	<input type="checkbox"/> Prescheduled Activity	<input type="checkbox"/> Unusual Major Events				<input type="checkbox"/> Worked on Day Off in Lieu of a Holiday	
EMP STATUS	<input type="checkbox"/> EOW	<input type="checkbox"/> DO	<input type="checkbox"/> HO	<input type="checkbox"/> VC/O	<input type="checkbox"/> PPH	<input type="checkbox"/> OTHER			
TYPE OF CRIME/REPORT/CHARGE			DR. NO.		BOOKING NO.		COURT CASE NO. <input type="checkbox"/> On Call <input type="checkbox"/> Be There		
DESCRIPTION OF ACTIVITY									
Rec'd/Reviewed							Timekeeper use only. Initial and date when entered.		
Date		Initial		Serial No.			<input type="checkbox"/> KICKBACK		
I certify the above to be true.		<input type="checkbox"/> Check if Telephonic		OT worked <input type="checkbox"/> WITH <input type="checkbox"/> WITHOUT prior approval			Above is in compliance with LAAC 4.169		
(Signature of Employee)		(Signature of Supervisor Approving, Date Approved)			(Signature of Commanding Officer)				

PAGE 1 (White Paper and Green Ink)
PAGE 2 (Yellow Paper and Green Ink)
PAGE 3 (Pink Paper and Green Ink)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/17/2023	
BOARD MEETING DATE	June 6, 2023	
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)	DCFS	
SUBJECT	Request for CSEC Advocacy Services Extension	
PROGRAM	CSEC Advocacy Services	
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: Services are needed beyond the thirty six months of the contractual period in order to complete the Request for Proposal (RFP) process, as there is an appeals process underway. The extension will run from July 1, 2023 to March 31, 2024, which will allow time to complete the RFP process as well as, allow time for a transition of cases to the new contractor. .	
DEADLINES/TIME CONSTRAINTS	The Advocacy Services extension will be effective July 1, 2023, in order to avoid a lapse in service.	
COST & FUNDING	Total Cost: \$1,086,000	Funding Source: The extension will be effective July 1, 2023, through March 31, 2024, and the maximum contract budget is \$1,086,000, shared among the six contracts, financed with Senate Bill (SB) 855 – County and Healthier Communities, Stronger Families, and Thriving Children (HST) funds.
	TERMS (if applicable):	
	Explanation:	

<p>PURPOSE OF REQUEST</p>	<p>DCFS released a solicitation that resulted in the contracts for CSEC Advocacy Services for a one-year term from 9/24/19 to 9/23/20 with two one-year options to extend, with a maximum term of 36 months. Saving Innocence were awarded four contracts that covers First Responder Protocol (FRP) Areas 1, 2, 3 and 4 and ZOE International was awarded two contracts that covers FRP Areas 5 and 6. The current amendment for an extension from July 1, 2023, through September 30, 2023, to complete the RFP process and a 6 extension from October 1, 2023, through March 31, 2024, to allow time to transition cases to the new contractors.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>In June 2014, the State of California created the Commercially Sexually Exploited Children (CSEC) Program through Senate Bill 855 to provide services to children and youth who are or victims or at-risk of being commercially sexually exploited. This opt-in program provides funding for commercial sexual exploitation prevention and intervention services to provide youth with a multi-disciplinary, trauma-informed, strength-based, victim-centered approach in order to help victims of CSE recover and heal.</p> <p>For the past several fiscal years, Los Angeles County has seen a growing number of referrals and open DCFS and Probation cases involving victims of Commercial Sexual Exploitation (CSE) due to the growing awareness and identification of victims in L.A. County. In order to support victims of CSE, L.A. County initially established a Delegated Authority Agreement (DAA) contract through the Chief Executive Office to execute the provision of Advocacy Services through Saving Innocence, starting in April, 2014. The DAA contract with Saving Innocence expired March, 2020.</p> <p>In order to build our capacity to serve not only victims of CSE, but also youth identified as “at-risk” of CSE and Non-Minor Dependents as well as their parents/primary caregivers, the County developed the CSE Advocacy Services program to provide services to this expanded target population in all Supervisorial Districts. On September 24, 2019, new CSEC Advocacy Services contracts were executed with Saving Innocence and ZOE International to serve this expanded population.</p>

EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain how: The contract and statement of work was reviewed by DCFS' Office of Equity to ensure that practices, programming, and training provided to Contractors are in alignment with principles of individualized services based on individual needs, cultural humility, and awareness and understanding of personal bias.
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: Yes, the request supports Board Priority #1: Child Protection. Through the provision of an extension of CSEC Advocacy Services, the County will be provided the time needed to implement and evaluate CSEC Prevention Services, which was launched on September 24, 2022. Through the implementation of this new service component, the County strives to divert youth who are at high risk of exploitation from being exploited in the first place and will also reduce the recurrence of exploitation for those youth who have experienced exploitation. The CSEC Prevention approach utilizes the Youth Thrive Protective Framework that is designed to build youth and family resilience and promote protective factors to mitigate safety and risk of harm to youth safety and well-being.
DEPARATMENTAL CONTACTS	Name, Title, Phone # & Email: Adela Estrada Children's Services Administrator III (310) 210-3835 estraa@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors
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First District
HOLLY J. MITCHELL
Second District
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

June 6, 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 APPROVE A SOLE SOURCE EXTENSION
FOR SIX COMMERCIAL SEXUAL EXPLOITATION
ADVOCACY SERVICES CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to extend six existing Commercial Sexual Exploitation (CSE) Advocacy Services contracts for up to nine-months. DCFS anticipates three months to complete the solicitation for new contracts and six months to transition cases to new contractors.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute amendments, substantially similar to (Attachment A), to Contract Nos. 19-04-049, 19-04-050, 19-04-051, and 19-04-052 with Saving Innocence, Inc., and Contract Nos. 19-04-053 and 19-04-054 with ZOE International for the CSE Advocacy Services for children and youth who are identified as commercially sexually exploited or at-risk of being commercially sexually exploited. The extension will be effective July 1, 2023 through March 31, 2024, and the Maximum Contract Budget is \$1,086,000, shared among the six contracts, financed with Senate Bill (SB) 855 County and Healthier Communities, Stronger Families, and Thriving Children (HST) funds.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contracts for programmatic changes, budget and budget narratives, including carry-overs of unspent funds to meet unanticipated demands; and to

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increase or decrease the maximum annual contract budget not to exceed 10 percent, when such a change is necessary to meet service needs provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of change notice; and c) DCFS notifies the Board and the Chief Executive Officer (CEO) in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In June 2014, the State of California created the Commercially Sexually Exploited Children (CSEC) Program through Senate Bill 855 to assist children and youth who are or at-risk of being commercially sexually exploited. This opt-in program provides funding for commercial sexual exploitation prevention and advocacy services throughout the County in six First Responder Protocol Areas by providing Crisis Intervention, Safety Assessment Planning; Case Management; Linkage to Services; Survivor Advocacy Services; Advocacy Services; and Prevention Services. The existing six CSE Advocacy Services contracts will expire on June 30, 2023.

DCFS is in the process of completing a solicitation and the extension will allow sufficient time to finalize the appeal process before returning to the Board to recommend awards to the recommended contractors. In addition, it will allow time to transition cases to the new contractors.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan, Goal I: Make Investments That Transform Lives; Strategy I.1.1, Promote Supportive Parenting, Strategy I.2.8, Address the Needs of Victims of Child Sex Trafficking and Strategy I.2.9, Support the Long Term Success of Transitional Aged Youth.

FISCAL IMPACT/FINANCING

The Maximum Contract Budget for the extension term effective July 1, 2023 through March 31, 2024, will be \$1,086,000 financed by SB 855 County funds and HST funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CSEC program authorized by SB 855 added Welfare Instructions Code Section 16524.6 – 16524.11 to assist in the prevention and intervention of CSEC and youth who are at-risk of becoming commercially sexually exploitation.

The SB 855 authorizes the use of CSEC program funding for prevention and intervention activities and services. The bill requires the provision of training for the County of Los Angeles' DCFS Children's Social Workers and Probation Department's

Deputy Probation Officers to identify, intervene and provide case management services to children who are victims of, or at-risk of, commercial sexual exploitation and the training of primary caregivers for the prevention and identification of potential victims. The bill also requires that the Child Welfare Services/Case Management System is capable of collecting data concerning children who are commercially sexually exploited, as specified. This bill also requires counties that opted-in to the CSEC program to develop an inter-agency protocol to be utilized in serving sexually exploited children who have been adjudged to be a dependent child of the juvenile court.

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

CONTRACTING PROCESS

These contracts were originally procured through a Request for Proposal (RFP) released on November 5, 2018. The term of the contracts was effective September 24, 2019, through September 23, 2020, with two (2) additional years at the option of the County. On May 18, 2022, DCFS received approval from the California Department of Social Services (CDSS), (Attachment C), to extend the existing contracts term for up to nine months, effective September 24, 2022 through June 30, 2023, with a six-month extension through December 31, 2023. In addition, DCFS requested another three-month extension from CDSS, from January 1, 2024 to March 31, 2024. DCFS anticipates completing the RFP in three months, and six months to allow time to transition cases to the new contractors.

On August 9, 2022, DCFS received approval (Attachment D) from the Board of Supervisors, to extend the existing term effective September 24, 2022 through June 30, 2023.

On March 22, 2023, DCFS sent a Notice of Intent (Attachment E) to the Board of Supervisors, of its intent to extend the current contracts.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to continue to provide CSE Advocacy Services complete the RFP process and award new contracts.

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:CP:mz

Attachments

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



AMENDMENT NUMBER FIVE

FOR

COMMERCIAL SEXUAL EXPLOITATION (CSE)

ADVOCACY SERVICES

WITH

CONTRACTOR

CONTRACT NUMBER #XX-XX-XXX

AMENDMENT NUMBER
COMMERCIAL SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES
CONTRACT NUMBER xx-xx-xxx

This Amendment (hereinafter referred to as "Amendment") to the Commercial Sexual Exploitation (CSE) Advocacy Services Contract Number xx-x-xxx (hereinafter referred to as "Contract") is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as "COUNTY") and Saving Innocence, Inc. (hereinafter referred to as "CONTRACTOR"), in Los Angeles, California this day of _____ 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract adopted by the Board on September 17, 2019, and CONTRACTOR has been providing CSE Advocacy Services to the COUNTY; and

WHEREAS, Amendment No. One added a provision to temporarily allow the use of an authorized Live Scan private entity or use of the California Law Enforcement Telecommunications System (CLETS) background clearance check through DCFS Clearance Criminal Tracking System and also temporarily extended the age of the non-minor dependent beyond age 21 to meet the closure situation produced by the Safe at Home Order caused by COVID-19.

WHEREAS, Amendment No. Two extended the contract effective September 24, 2020, through September 23, 2021, and amended the titles of Contract Exhibits.

WHEREAS, Amendment No. Three increased the maximum annual contract budget with a one-time funding of \$175,000 from Healthier Communities, Stronger Families, Thriving Children funds to expand the population served for Advocacy Services program for the CSEC at-risk population with a concentration to prevent exploitation, and included programmatic changes to the Contract and its exhibits, and extended the Contract effective September 24, 2021, through September 23, 2022.

WHEREAS, Amendment No. Four extended the contract effective September 24, 2022, through June 30, 2023, and updated the Maximum Annual Contract Budget, Pricing Sheet, and Budget Narrative, and programmatic changes to the contract and its exhibits.

WHEREAS, the purpose of this Amendment is to extend the contract for 9 months effective July 1, 2023 through March 31, 2024, and to update the Maximum Annual Contract Budget, Pricing Sheet, and Budget Narrative, and update the Statement of Work.

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, SECTION 8.0, STANDARD TERMS AND CONDITIONS, SUBSECTION 8.1, AMENDMENTS; and

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

AMENDMENT NUMBER
COMMERCIAL SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES
CONTRACT NUMBER xx-xx-xxx

1. **CONTRACT, SECTION 4.0, TERM OF CONTRACT**, Subsection 4.1 is amended to add paragraph 4.1.3 to read as follows:

4.1.4 The term of this contract is extended effective July 1, 2023 through March 31, 2024, unless terminated earlier or extended.

2. **CONTRACT, SECTION 5.0, CONTRACT BUDGET**, Subsection 5.1 is revised to add subsection 5.1.2 to read as follows:

5.1.2 The Maximum Contract Budget for the term effective July 1, 2023 to March 31, 2024 is \$1,086,000 shared among the six (6) contracts, for Advocacy Services.

3. **CONTRACT, EXHIBIT A, STATEMENT OF WORK, PART D, CONTRACTOR'S GENERAL RESPONSIBILITIES, SECTION 9.0, SCOPE OF WORK**, Subparagraph 9.2.10 Closure And Subparagraphs 9.2.10.1 Through 9.2.10.4, are added to read as follows:

9.2.10 Transition to Case Closure

9.2.10.2 Projected Start of Extension: July 1, 2023

- Beginning July 10, 2023, DCFS/Probation will review current CSEC Advocacy Services caseload with Saving Innocence and ZOE International to discuss transition process and determine the status of each youth on their caseload. Contractor to provide a complete Caseload Report on the 15th of each month. The Caseload Report is to include: Date of the Caseload Report, alphabetical listing of all youth on their contractual caseload, (first and last name), date of birth, age, the date that Advocacy Services started, the Advocate assigned to the Participant, and the Lead CSW or DPO, and the recommendation (extension of services, transfer, closure).

The monthly discussion with the agencies is to identify:
1) Youth who are on the road to transitioning out of their program by September 30, 2023, and 2) Youth who are likely going to need an extension of services due to a high-risk Participant having an attachment to the Advocate, in the midst of achieving stabilization, and/or other pertinent factors. The assessment of the caseload will occur monthly to carefully track and

AMENDMENT NUMBER
COMMERCIAL SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES
CONTRACT NUMBER xx-xx-xxx

monitor the movement of the cases and to identify and resolve barriers to case closure or transfer.

9.2.10.3 Projected Start of Transition Period: October 1, 2023

- On a monthly basis, Contractor reviews with DCFS/Probation status of cases and prepares cases for termination and/or transfer as appropriate;
- Contractor continues to attend MDTs and CFTs on existing caseload as well as those MDTs/CFTs to assist with transition of cases;
- Contractor will continue to provide CSEC Advocacy Services to remaining youth on their caseload;
- Contractor to do joint First Responder Protocol responses with new contractors in October, 2023, as requested and as needed based on the needs of the County;
- Goal will be to have all new referrals sent to new contractors by October;
- Contractor and CPM will collaborate to electronically transfer cases over on CTS as well as any hard copies of files.

9.2.10.4 Project Start of Sunset Period: January 1, 2024

- Transfer or close any remaining cases by March 15, 2024;
- Submit final invoices/supporting documents by April 15, 2024.

- 4. Exhibit C, (Line-Item Budget and Budget Narrative)** of the Contract is replaced in its entirety and attached to this Amendment.

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

AMENDMENT NUMBER
COMMERCIAL SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES
CONTRACT NUMBER xx-xx-xxx

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____ Date: _____

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

By: _____ Date: _____

Name: _____

Title _____

By: _____ Date: _____

Name: _____

Title _____

Tax Identification Number

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

By: _____ Date: _____
David Beaudet, Senior Deputy County Counsel

SOLE SOURCE CHECKLIST

Department Name: _____

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

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

Mason Matthews
Chief Executive Office

Date

SOLE SOURCE JUSTIFICATION

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

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

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

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

1. What is being requested?

A request for a fourth extension of CSEC Advocacy Services is being requested due to a prolonged Request for Proposal process due to an appeals process that will require more time. Due to the delay, a 3 month extension is being requested from July 1, 2023 through September 30, 2023 as well as a 6 month to month transition period from October 1, 2023 through March 31, 2024 to allow time for the transition of services in the event the current contractors do not win the appeal.

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

CSEC Advocacy Services is needed to provide intensive engagement and support services to victims of sex trafficking. Intensive case management, Crisis joint First Responder's Protocol response, Safety Planning, Advocacy Planning, Survivor Advocacy, Transitional Support Planning, and empowerment workshops/activities are provided through the contract.

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

NA

4. Have other product/vendors been considered?

No, the current vendor is needed to continue providing services while the Department completes the RFP process in order to avoid a break in services. Other vendors are being considered in the RFP process that will be completed in the next 9 months.

5. Will purchase of this product avoid other cost?

No.

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

NA

7. Reasonableness of Price. Does the County obtain a percentage discount or special discount not available to the private sector.
Price was established via a RFP process.

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

NA

Approval Signature: _____ Date: _____



BRANDON T. NICHOLS
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



Board of Supervisors
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Fourth District
KATHRYN BARGER
Fifth District

March 22, 2023

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

From: Brandon T. Nichols
Director

NOTICE OF INTENT TO EXTEND SOLE SOURCE CONTRACTS WITH SAVING INNOCENCE, INC. AND ZOE INTERNATIONAL FOR COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to submit a Board Letter to request delegated authority to extend sole source contracts with Saving Innocence, Inc. and ZOE International for up to 12 months. DCFS anticipates it will complete the final steps in the solicitation process within the next three months and an additional six months are needed for a transition period to transfer cases to the new contractors.

In accordance with Board Policy 5.100, prior written notice to the Board is required for any department requesting delegated authority to extend sole source contracts beyond the term previously authorized by the Board.

BACKGROUND

In June 2014, the State of California created the Commercially Sexually Exploited Children (CSEC) Program through Senate Bill 855, to assist children and youth who are identified as commercially sexually exploited or at-risk of being commercially sexually exploited. This opt-in program provides funding for CSE Prevention and Intervention Services. The County developed the CSE Advocacy Services Program serving Los Angeles County throughout six First Responder Protocol (FRP) Areas. The CSE Advocacy Services include FRP response, that includes an in-person response within 90 minutes;

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Crisis Intervention; Safety Assessment Planning; Case Management; Linkage to Services; Survivor Advocacy Services; Advocacy Services; Prevention Services; participation in Multi-Disciplinary Team Meetings; Transportation Services; CSE Prevention and Intervention Workshops for Participants; CSE Intervention Workshops for Participants and Parents; Education, Job Readiness and Transition Workshops for Participants; and Support for Participants testifying against their trafficker, e.g., funding (i.e. Restoration Funds) for activities and interventions that will support the achievement of case plan goals, and empowerment events and activities geared towards promoting post-traumatic growth and self-sufficiency.

On April 23, 2021, DCFS received approval from the California Department of Social Services (CDSS), (Attachment A), to extend the existing contracts term effective September 24, 2022 through December 31, 2023, per CDSS Manual of Policies and Procedures, Section 23.650.1.18.

On August 9, 2022, DCFS received approval from the Board of Supervisors (Attachment B), to extend the term of the contracts beyond the original term, effective September 24, 2022 through June 30, 2023, in order to complete the implementation and outcomes of the CSEC Prevention pilot, and to prepare a new solicitation for replacement contracts.

JUSTIFICATION

The Department released a Request for Proposals on May 5, 2022, and was scheduled to complete the solicitation process and implement replacement contracts with a start date of July 1, 2023. However, additional time is needed to complete the protest process, and to finalize the awards.

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

BTN:CMM:KDR
LTI:CP:mz

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



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

April 10, 2023

Leticia Torres-Ibarra, Contracts Division Manager
Contracts and Procurement Division
County of Los Angeles
510 South Vermont Avenue
Los Angeles, CA 90020

Subject: CDSS Approval of DCFS request for six-month contract extension

Dear Leticia Torres-Ibarra:

In a letter dated March 20, 2023, Los Angeles County Department of Children and Family Services (DCFS) requested California Department of Social Services (CDSS) to approve a six-month extension for two contracts supporting the Commercially Sexually Exploited Children Program (CSEC). The contractors for which DCFS seeks three-month contract term extensions are Saving Innocence, Inc., and ZOE International. For the reasons stated below, CDSS approves the request.

In June 2014, the State of California created CSEC to assist children and youth who are at risk of being commercially sexually exploited. DCFS states that on May 5, 2022, it released a Request for Proposal (RFP) that solicited advocacy services in support of the CSEC program. DCFS's evaluation of the proposals resulted in the tentative selection of two proposals. However, DCFS states it received protests from organizations whose proposals were not selected that are now under review at the last level of protest. The current contracts were originally set to expire on June 30, 2023, but on April 23, 2021, CDSS approved six-month contract extensions changing the contract terms to end on December 31, 2023. DCFS now requests an additional three-month extension making the new contract end date March 31, 2024.

Pursuant to MPP 23-621.15, a contract term beyond three years may be allowed where the requester articulates program benefits that will accrue due to a longer contract term. DCFS states the three-month contract term extensions are needed to complete its review of the last level of protest as part of the current solicitation. Specifically, DCFS states it needs the additional time to respond to 27 assertions received in one protest and 18 assertions received in another.

CDSS finds that the facts presented by DCFS meet the criteria of MPP 23-621.15.152 to support the requested three-month contract term extensions. The three-month extension would not appear to have a significant cost impact. CDSS recognizes that the extension will allow the existing contracts to remain in effect while DCFS finalizes the current solicitation, which would reduce the risk that services would be interrupted due to

Ms. Leticia Torres-Ibarra
Page Two

unforeseen delays. Further, CDSS does not find that the added three months to the contract terms would negatively impact competition, since the purpose of the extension is to facilitate the competitive bidding process. For the reasons cited above, CDSS approves DCFS's request to extend the current contract terms with Saving Innocence, Inc., and ZOE International for an additional three months.

For comments or questions, I may be reached at 916-654-1871 or
Simone.Dumas@dss.ca.gov. 916-654-1871 or Simone.Dumas@dss.ca.gov.

Sincerely,

Simone Dumas

Simone Dumas, Bureau Chief
Contracts and Purchasing Services Bureau

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/17/2023			
BOARD MEETING DATE	6/6/2023			
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)	Department of Children and Family Services (DCFS)			
SUBJECT	Request Delegated Authority to execute new contract			
PROGRAM	Pre-Employment/Post-Offer (PEPO) Psychological Evaluation Services			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	The current Sole Source Contracts will expire June 30, 2023. The new contracts are anticipated to begin July 1, 2023.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: \$2,750,000 (five terms) </td><td style="width: 50%;"> Funding source: 22.5 percent Federal funds 77.5 percent local funds </td></tr> </table> <p>The anticipated term of the contract is for one-year, effective July 1, 2023 through June 30, 2024, with four additional one-year period and one six (6) month period extensions. The Maximum Annual Contract Budget is \$500,000 for each contract term and will be shared amongst the selected contractors. The Maximum Contract Budget is \$2,750,000, if all options to extend are exercised.</p> <p>DCFS hires an average of 800 Children's Social Workers (CSW) and Human Services Aide (HSA) annually. The CSW and HSA classifications are considered to be "Safety-Sensitive" as they provide services to at-risk children and families in Los Angeles County. Thus, in order to effectively select the most qualified applicants who have the appropriate psychological adjustment, judgment, and reliability needed to assure that children at-risk are not re-abused, exploited, or neglected, and to reduce the employee turnover, DCFS requires that all CSW and HSA applicants complete a PEPO Psychological Evaluation.</p>		Total cost: \$2,750,000 (five terms)	Funding source: 22.5 percent Federal funds 77.5 percent local funds
Total cost: \$2,750,000 (five terms)	Funding source: 22.5 percent Federal funds 77.5 percent local funds			
PURPOSE OF REQUEST	DCFS requests your Board's approval to execute new contracts to provide PEPO Psychological Evaluation Services.			
BACKGROUND (include internal/external issues that may exist including any related motions)	On October 14, 2019, DCFS received approval from the California Department of Social Services, to solicit through a Request for Statement of Qualifications as an appropriate method to procure PEPO Psychological Evaluation Services, and a five-year term to encourage the addition of new providers, and minimize potential interruptions. The current Sole Source contracts were extended from February 8, 2021, through February 7, 2022, due to the unexpected challenges caused by			

	the COVID-19 Pandemic, from February 8, 2022, through February 7, 2023, to allow the County's subject matter experts to select the best suited psychological assessment tests to determine the best protocol to meet the needs of the County, and from February 8, 2023, through June 30, 2023, to allow the solicitation to commence with a projected contract term in alignment with the state and County fiscal year for proper fiscal tracking of allocation of funds, and expenses.
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #1: Child Protection The new contracts will provide PEPO Psychological Evaluation Services to enhance the County's child safety by selecting the most qualified CSW and HSA applicants who have the appropriate psychological adjustment, judgment, and reliability needed to assure that children at-risk are not re-abused, exploited, or neglected to ensure that all children served by DCFS are free from abuse and in a safe environment.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Leticia Torres-Ibarra, Contracts Administration Division Manager (213) 371-6297. torrel@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors
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Fifth District

June 6, 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 APPROVE CONTRACTS FOR PRE-EMPLOYMENT/POST-OFFER
PSYCHOLOGICAL EVALUATION SERVICES AS A RESULT OF A
REQUEST FOR STATEMENT OF QUALIFICATION SOLICITATION
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval to execute contracts with qualified Psychologist for the provision of Pre-Employment/Post-Offer (PEPO) Psychological Evaluation Services on an as needed basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute contracts substantially similar to Attachment A, with Psychological Consulting Associates, Inc., for PEPO Psychological Evaluation Services for Children's Social Workers (CSW), Human Services Aides (HSA), and any individuals seeking employment with DCFS in a "Safety-Sensitive" classification. The term of this contract will be effective July 1, 2023 through June 30, 2024, with four one-year options to extend, and one six-month extension, if necessary to complete the solicitation for replacement contracts. The Maximum Annual Contract Budget is \$500,000 financed by 22.5 percent Federal funds and 77.5 percent local funds. The Maximum Annual Contract Budget for each one-year extension is \$500,000, and \$250,000 for the additional six-month extension, financed by 22.5 percent Federal funds and 77.5 percent local funds.
2. Delegate authority to the Director of DCFS, or designee, to execute substantially similar contracts in the future with qualified Psychologists or entities that complete the on-going solicitation process; and through any Request for Statement of

"To Enrich Lives Through Effective and Caring Service"

Qualification (RFSQ) supplemental submission period, throughout the term of the these contracts provided that: a) funding is available; b) County Counsel approval is obtained prior to execution of such contract(s); and c) DCFS notifies the Board and CEO in writing within 10 business days of executing such contract(s).

3. Delegate authority to the Director of DCFS, or designee, to execute amendments for programmatic changes to the Statement of Work, Terms and Conditions, and any Exhibits provided that: a) County Counsel approval is obtained prior to execution of such amendments; and b) DCFS notifies the Board and the CEO in writing within 10 business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Contract Budget up to ten percent, to meet any unanticipated changes in service demand provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendments; and c) DCFS notifies the Board and the CEO in writing within 10 business days after execution.
5. Delegate authority to the Director of DCFS, or designee, to terminate the contract(s) for convenience or default provided that: a) County Counsel approval is obtained prior to termination; and b) DCFS notifies the Board and the CEO in writing within 10 business.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DCFS considers all candidates in the general classifications of CSW and HSA, or any individual seeking employment with DCFS to perform the duties and responsibilities to provide services to at-risk children and families in Los Angeles County, as a "Safety-Sensitive" classification. In order to effectively select the most qualified candidates, DCFS has determined that each candidate seeking employment in a "Safety-Sensitive" classification is required to complete a PEPO Psychological Evaluation, as a condition for employment. The evaluations will assist DCFS in the screening and selection of individuals who are reliable, psychologically suitable, and exhibit the sound judgement needed to assure that children at-risk are not abused, exploited, or neglected.

DCFS hires a monthly average of 80 CSWs, HSAs and other candidates considered in the general "Safety-Sensitive" classifications to meet staffing requirements and operational needs. The replacement contracts for these evaluation services are needed to avoid disruption in services and to continue to provide support and quality child welfare services. The absence of these services would create a backlog of cases, negatively impacting the lives of the children of Los Angeles County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan Goal III, Realize Tomorrow's Government Today; Strategy III.1, Continually Pursue Development of Our Workforce; Objective III.1.1, Develop Staff through High Quality Multi-Disciplinary Approached to Training: Implement training models that envision learning and professional growth occurring over time that includes relevant department, academia, labor, and other stakeholders.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Budget will be \$500,000 financed by 22.5 percent Federal and 77.5 percent local funds. The term will be effective July 1, 2023 through June 30, 2024, with four one-year options to extend, and one six-month extension, if necessary, to complete the solicitation for replacement contracts. The Maximum Annual Contract Budget for each one-year extension is \$500,000, and \$250,000 for the additional six-month extension, financed by 22.5 percent Federal funds and 77.5 percent local funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The PEPO Psychological Evaluations are justified under the Americans with Disabilities Act and are a condition for employment to any positions classified as "Safety-Sensitive" to determine if a candidate is psychologically suitable and able to safely and fully perform the duties and responsibilities of any "Safety-Sensitive" classification and will not endanger the health and safety of others. "Safety-Sensitive" classifications are those that involve: 1) the management of potentially life-threatening situations; 2) the requirement to manage immense stress; 3) the requirement to make quick and responsible decisions; and 4) the employee's actions have implications for public welfare.

These services have allowed DCFS to achieve the following:

1. Ensured candidates with serious mental disorder were not placed in a "Safety-Sensitive" situation that could pose a threat to the health and safety of others.
2. Reduced the likelihood that at-risk children are abused, exploited, or neglected.
3. Increased employee permanency and retention.
4. Assured that continuous outstanding services are provided to children and families.

CONTRACTING PROCESS

On September 23, 2022, DCFS released a RFSQ to provide PEPO Psychological Evaluation Services. On November 9, 2022, a Proposer's Conference was held and three Prospective Contractors attended. On November 23, 2022, three Statement of Qualifications (SOQ) were received. One Prospective Contractor qualified and two were found to be unresponsive to all of the requirements in the solicitation. A Tentative Selection letter was sent on February 27, 2023, to the qualified Prospective Contractor. The RFSQ will remain open and the two unresponsive Prospective Contractors will have the opportunity to re-submit their SOQ.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the Department to: 1) Continue to receive uninterrupted PEPO Psychological Evaluation Services; and 2) Provide support and qualified child welfare services to the children of Los Angeles County without creating a delay to attend to the casework.

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:CP

Attachment

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

SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

(CONTRACTOR)

FOR

PRE/EMPLOYMENT/POST-OFFER PSYCHOLOGICAL SERVICES

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

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DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL EVALUATION SERVICES**

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**COUNTY OF LOS ANGELES
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STANDARD EXHIBITS

- Exhibit A Statement of Work and Attachments
- Exhibit B County's Administration
- Exhibit C Pricing Sheet
- Exhibit D Line Item Budget/Budget Narrative
- Exhibit E Auditor Controller Contract Administration Handbook
- Exhibit F Contractor's Administration
- Exhibit G Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G-1 Contractor Employee Acknowledgement and Confidentiality Agreement
- Exhibit G-2 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- Exhibit H Safely Surrendered Baby Law
- Exhibit I (COVID-19 Vaccination Certification of Compliance, Certifications, and Confidentiality Forms)

UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- Exhibit J Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- Exhibit K Information Security and Privacy Requirements
-

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND

FOR
PRE-EMPLOYMENT/POST-OFFER PSYCHOLOGICAL SERVICES**

This Contract (Contract) made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as “Contractor”, to provide Pre-Employment/Post-Offer (PEPO) Psychological Evaluation Services.

RECITALS

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

WHEREAS, the Contractor is a non-profit social service organization found for religious, charitable or social welfare purposes and is tax exempt under 501©(3) of the Internal Revenue Code, specializing in proving specializing in providing PEPO Psychological Services; and

WHEREAS, County has determined that the services to be provided under this contract are necessary to ensure the health and well-being of children and family members residing in the Los Angeles County; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A	Statement of Work and Technical Exhibits
Exhibit B	Pricing Sheet
Exhibit C	Line Item Budget
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	(COVID-19 Vaccination Certification of Compliance, Certifications, and Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor Controller Contract Administration Handbook
Exhibit I	User Complaint Report

Unique Exhibits:

SB 1262 – Nonprofit Integrity Act of 2004

Exhibit J	Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004
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Information Security and Privacy Requirements

Exhibit K	Information Security and Privacy Requirements
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This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Changes and 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 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2 **Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.3 **Contract:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for performance.
- 2.4 **Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Contract award.
- 2.5 **County:** The County of Los Angeles and includes the Department of Children and Family Services.
- 2.6 **County's Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.7 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.8 **County Program Director:** Person designated by Director with authority to approve all Contract solicitations and executions.
- 2.9 **County Program Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Contract.
- 2.10 **County's Contract Program Monitor (CPM):** Responsible for coordinating and monitoring the Contract.
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Director:** The County's Director of Department and Family Services or his authorized designee.
- 2.13 **DCFS:** The County's Department of Children and Family Services (DCFS). Department and DCFS are used interchangeably.
- 2.14 **Fiscal Year:** The twelve (12) month period beginning July 1st, and ending the following June 30th.
- 2.15 **Maximum Annual Contract Budget:** The total amount to be shared amongst the contractors under this contract.

- 2.16 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Contract with the DCFS
- 2.17 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Contracts.
- 2.18 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.19 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific service.
- 2.20 Subcontract:** A contract by which a third party agrees to provide services or materials necessary to fulfil an original contract.
- 2.21 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

3.0 CONTRACTOR'S WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be for one year, commencing on July 1, 2023, through June 30, 2024, unless terminated earlier or extended, in whole or in part as provided in this Contract.
- 4.2** The County will have the sole option to extend the contract term for up to four (4) additional one (1) year periods and six (6) months, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

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

5.0 CONTRACT SUM

5.1 Total Contract Sum

The parties agree that this is a Fixed Firm Fee for Service with a Maximum Annual Contract Budget of \$500,000, shared amongst the contractors for the contract term effective July 1, 2023, through June 30, 2024, for PEPO Psychological Evaluation Services. The Maximum Annual Contract Budget is \$500,000 for each one-year extension.

County and Contractor agree that County will compensate Contractor, as specified to Exhibit C, Pricing Sheet.

- 5.1.1 Contractor must maintain a system of record-keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Annual Contract Budget authorization under this Contract. Upon occurrence of this event, Contractor must send written notification to the County at the address herein provided in Exhibit B, County's Administration.
- 5.1.2 Contractor's estimated budget is attached hereto and incorporated by reference herein as Exhibit D, Line-Item Budget herein referred to as "Budget." The line items must provide sufficient detail to determine the quality and quantity of services to be delivered based on an estimate of 20 referrals per month, but it is subject to change monthly based on the needs of the County. Contractor represents and warrants that the budget is true and correct in all respects and must deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Budget, or a reallocation of the Budget, or a material, change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 5.1.3 Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses must be reduced by applicable Contractor revenues, which are identified thereon. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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 Contract

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

5.4 Invoices and Payments

5.4.1 The Contract must invoice the County only for providing the tasks, deliverables, services, and other work authorized pursuant to this Contract, Contractor must invoice County monthly in arrears at the rate of compensation specified in Exhibit C. Pricing Sheet. Contractor must be paid only for the work performed as specified in the Contract and any amendments thereto.

5.4.2 The Contractor must provide the County with monthly invoices (Exhibit A-1) for all services provided pursuant to this contract within 30 days of the last day of the month in which the services were rendered. These services must not exceed the frequency or duration of services initially approved unless modified in writing by the County Program Manager or designee.

5.4.3 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 Contractor must submit an invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered must constitute a "past due invoice." Past due invoices must be submitted no later than 90 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County must have no obligation whatsoever to pay any past due invoices which are submitted more than 90 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 90 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames must also apply to the submission of the Contractor's final invoice.

5.4.4.1 For services that were invoiced within the 30-day invoice period stated in 5.3, these services must be invoiced within 120 days from the service month. The County and the Contractor agrees that County is not obligated to pay for services that were not invoiced within 120 days of the service month, and such services are not considered past due as defined in 5.3 above.

5.4.5 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122 and A-133. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

5.4.5.1 All Invoices under this Contract must submit the original monthly invoice to the DCFS Accounting Services – Contract Accounting Section, and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
510 S. Vermont Avenue, 14 Floor

Los Angeles, CA 90020
**Attention: Accounting Services, Contract
Accounting Section**

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
501 Shatto Place, Suite 120
Los Angeles, CA 90020
**Attention: Aaron Sim, Program Manager,
Personnel Processing**

- 5.4.6 In compliance with Internal Revenue Service (IRS) requirements, Contractor must provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.4.7 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Budget. Furthermore, Contractor must return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS must require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.4.8 Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum or the Maximum Annual Contract Budget, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum or the Maximum Annual Contract Budget.
- 5.4.9 Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to

County on a timely basis; if there are continuing deficiencies in Contractor's report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

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

5.4.11 The County Program Manager (or designee) will review the Contractor's invoice within 30 days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor must be provided seven business days to provide any additional documentation to address the discrepancies.

5.4.12 Use of Donated Funds. Contractor must not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor must maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor must also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records must conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit E).

5.4.13 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (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 the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

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

6.1 County's Program Director

The Program Director has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the DCFS and Contractor as delineated in the Statement of Work.

6.2 County's Contract Program Monitor (CPM)

A CPM will be assigned to monitor the Contract

6.2.1 The responsibilities of the CPM include:

- ensuring that the technical standards and task requirements articulated in the Statement of Work are

satisfactorily complied with, and must provide, on request, any information, coordination, and documentation, as may be reasonably required by Contractor;

- coordinating and monitoring the work of Contractor personnel delineated in the Statement of Work, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance;
- coordinating with Contractor's Program Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular task;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 CPM is not authorized to make any changes in rates, dollar totals or periods of performance, or in the terms and conditions of this Contract, except through formally prepared Amendments, Paragraph 8.1.

6.3 County's Program Manager

The responsibilities of the County Program Manager include:

- 6.3.1 To ensure that the objectives of this Contract are met;
- 6.3.2 To provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- 6.3.3 To meet with Contractor's Program Director on a regular basis; and
- 6.3.4 To inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 6.3.5 County Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.
- 6.3.6 The County Program Manager is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Program Manager

- 7.1.1 Contractor's Program Director is designated in Exhibit F (Contractor's Administration). The Contractor must notify the

County in writing of any change in the name or address of the Contractor's Program Director.

- 7.1.2 Contractor's Program Director will be responsible for Contractor's day-to-day activities as related to this Contract and will coordinate with County Program Manager on a regular basis.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.
- 7.4.2 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may

include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and

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

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor must notify County of any attempt to obtain confidential records through the legal process.
- 7.6.6 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractors attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.7 Contractor must comply with all applicable laws pertaining to confidentiality. This must include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes and Amendments

- 8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision will be accomplished as set forth in this Section 8.0.

- 8.1.2 Except as provided in this Section 8.0, for any material changes which substantially modify, add, or delete provisions set forth in this Contract affecting the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment must be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.1.2.1 If the County elects to exercise an extension to the term, and has delegated authority granted by the Board, the extension may be exercised by written notice or an amendment. The Contractor agrees that such extensions of time must not change any other term or condition of this Contract during the period of such extensions.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 8.1.4 The Director of DCFS or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 8.1.5 The DCFS Director or designee may sign an amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 8.1.5.1 The amendment must be in compliance with applicable County, State and federal regulations; and
- 8.1.5.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
- 8.1.5.3 The amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or

a decrease in the number of units of service, of the original Maximum Annual Contract Budget; and

8.1.5.4 Prior CEO approval is obtained, and notice given to County Counsel.

8.1.6 A change notice may be used in lieu of an amendment for non-material, minor changes including but not limited to typographical errors, updates to contact information, staff changes, budget narrative, and reallocation of funds between line-items that do not affect the intrinsic meaning of the Contract or alter the contracted budget amount. Change notices will be sent to the Contractor via electronic facsimile and mutually agreed upon by both parties, County Program Manager and Contractor's Program Director.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be

included in this Contract are hereby incorporated herein by reference.

- 8.5.2 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it must comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

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

- 8.5.3 Failure by Contractor to comply with such laws and regulations must be a material breach of this Contract and may result in termination of this Contract.

- 8.5.4 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

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.

8.7 Compliance with County's Jury Service Program

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

8.7.2 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 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 Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if 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, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.8.2 The Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Contract.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN-GROW Participants

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or 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. 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.

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the DCFS 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 DCFS 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. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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.

8.11.5 These terms will also apply to Subcontractors of County Contractors.

8.11.6 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: <https://doingbusiness.lacounty.gov/listing-contractors-debarred-in-los-angeles-county/>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <https://sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in

the subcontractor's place of business. Information and posters for printing are available at:

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

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or 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.

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

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 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.

8.19 Force Majeure

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

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

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise

mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

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

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

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

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

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnities") from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

ContractorInsurance@dcfs.lacounty.gov.

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

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

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage,

term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.23.4 Failure to Maintain Insurance

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

8.23.5 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 County.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

- Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$100,000.00 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its

indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in Exhibit A-2, Performance Requirements Summary (PRS) Charts of Exhibit A, Statement of Work, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 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.

8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to

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

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of DCFS, or designee will resolve it.

8.31 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.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at:

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits B (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of DCFS or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 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.

8.35.2 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.

8.36 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor 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 County's Project Director. The County will not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

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

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference 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 Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without

the prior consent of the County may be deemed a material breach of this Contract.

- 8.39.2 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.
- 8.39.3 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 Contractor employees.
- 8.39.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 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.
- 8.39.8 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:

Contract Analyst: Morena Guardado

Guardm@dcfs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.39.9 Contractor must obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this contract. Contractor must maintain and make available upon request of County Program Manager all the following documents:

8.39.9.1 An executed Exhibit G2 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement, executed by each subcontractor and each subcontractor's employees approved to perform work hereunder.

8.39.9.2 Certificates of Insurance which establishes that the subcontractor maintains all the programs of insurance required by paragraph 8.24, Insurance Coverage requirements of this Contract.

8.39.9.3 The Tax identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number must not be identical to the Contractor's Tax Identification Number.

8.39.9.4 Contractor must provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written

notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 County may terminate this Contract, 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 effective by notice of termination to 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.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
- Stop work under the this Contract, as identified in such notice.
 - Transfer title and deliver to 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.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract.
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

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

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract 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.
- 8.49.2 For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 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](#).

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

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

8.56 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.

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any

COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this paragraph. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
4. Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this

Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this paragraph, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit I (COVID-19 Certification of Compliance) is a required part of any agreement with the County.

8.60 Budget Reductions

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

Contractor must continue to provide all of the services set forth in this Contract.

8.61 Conduct of Program

Contractor must abide by all terms and conditions imposed and required by this Contract and must comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, must be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

8.62 Contract Accounting and Financial Reporting

Contractor must establish and maintain an accounting system including internal controls and financial reporting, which must meet the minimum requirements for Contract Accounting as described in Exhibit E, Auditor-Controller Contract Accounting and Administration Handbook.

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

8.63 Events of Default

8.63.1 Default for Non-Performance

County may terminate the whole or any part of this Contract if either of the following circumstances exists:

- Contractor has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or
- Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

County may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor must be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether

insolvent within the meaning of the Federal Bankruptcy Law or not;

- The filing of a voluntary petition in bankruptcy;
- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of an assignment for the benefit of creditors.

Other Events of Default:

Determination by the County, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor in violation of State and/or federal laws thereon.

8.64 Proprietary Rights

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

8.64.2 Notwithstanding any other provision of this Contract, County and Contractor agree that County must have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government must have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public must not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County must have the right to inspect any and all such working papers, make copies

thereof, and use the working papers and the information contained therein.

- 8.64.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, must be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 8.64.4 County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data, and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Sub-Section 30.3. County agrees not to reproduce or distribute such materials, data, and information to non-County entities without the prior written permission of Contractor.
- 8.64.5 Notwithstanding any other provision of this Contract, County must not be obligated in any way under Sub-section 30.4 for:
- 8.64.6 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 30.3;
- 8.64.7 Any materials, data and information covered under Sub-section 30.2; and Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 8.64.8 Contractor must protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor must use whatever security measures are necessary to protect all such materials, data, and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 8.64.9 Contractor must not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

The provisions of Sub-sections 30.5, 30.6, and 30.7 must survive the expiration or termination of this Contract.

8.65 Warranty Against Exclusion, Debarment Or Suspension

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.3 Ownership of Materials, Software and Copyright

9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

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

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of

this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:
 - Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201)

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

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

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Americans with Disabilities Act (ADA)

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

9.10 Child Abuse Prevention Reporting

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

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

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

9.10.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

9.10.2.3 The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

9.11 Contract Mandatory Meetings

Contractor must attend Provider meetings on a monthly basis or as scheduled by the County Program Manager or designee.

9.12 Contractor Mandatory Orientation

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

9.13 Contractor Negotiations

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

9.14 Contractor Alert Reporting Database (Card)

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

9.14.1 Solicitations Where Performance History is not Scored.

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

9.15 Fixed Assets

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

9.16 Former Foster Youth Consideration

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must give consideration (after County employees, and GAIN/GROW participants as described in Section 12.0) for any such position(s) to qualified former foster youth. Contractor must notify

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

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services Division
1933 S. Broadway, 6th Floor, Los Angeles, CA 90007
youthds@dcfs.lacounty.gov

- 9.16.1 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 9.16.2 Contractor is exempt from the provisions of this Section if it is a governmental entity.

9.17 Hours of Operation

- 9.17.1 The Contractor must conduct its business in accordance with standard hours of operation, Monday through Friday, from 8:00 a.m. to 5:00 p.m., PST.
- 9.17.2 Subcontractors offices must be staffed in accordance with standard hours of operation, Monday through Friday, from 8:00 a.m. to 5:00 p.m., PST.
- 9.17.3 The Contractor and Subcontractors must provide holidays, weekends, and after-hours schedules; and contact persons to receive calls and respond to emergent requests.
- 9.17.4 After-hours telephone number available 24 hours a day seven days a week including weekends and County recognized holidays, as needed, for DCFS, in order to receive notification of urgent matters.
- 9.17.5 Contractor must obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 9.17.6 Contractor must submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

9.18 Office Location

- 9.19.1 The Contractor must maintain an office with a telephone in the agency's name where the Contractor conducts its business during the hours of operation identified in Section 28.0.
- 9.19.2 Within thirty (30) days of contract start date, Contractors must have their required office location in place.

9.19 Shred Documents

- 9.19.1 Contractor must ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 9. 19.2 Documents for record and retention purposes in accordance with Section 38.0, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

9.20 Use of Funds

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

9.21 Employee Benefits and Taxes

- 9.22.1 Contractor must be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 9.22.2 County will have no liability or responsibility for any taxes, including without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

9.22 State Energy Conservation Plan

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

9.23 Federal Award Identification

Title 2, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, Part 200.332 requires the County to provide Contractors with the details of every federal award and sub-award, as references on Exhibit X, Federal Award Information.

10.0 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Définitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

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

Name of Agency

By: _____

Name: _____

Title _____

Tax Identification Number

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

By: _____
David Beaudet, Senior Deputy County Counsel