

COUNTY OF LOS ANGELES

Family and Social Services

FESIA A. DAVENPORT
Chief Executive Officer



DATE: Wednesday, September 13, 2023
TIME: 1:30 PM

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

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. **Aging and Disabilities Department:** Los Angeles County Planning and Service Area (PSA) 19 Area Agency On Aging 2023-24 Complaint Resolution Policy And Procedures.
- III. **Presentation/Discussion Items:**
 - a. **Chief Executive Office:** Fiscal Year 2023-24 Supplemental Budget Changes.
 - b. **Department of children and Family Services/Probation Department:** Los Angeles County Commercially Sexually Exploited Children Steering Committee Report.
 - c. **Inter-Agency Council on child Abuse and Neglect:** Recommendation to Approve a Sole Source Contract with the Rightway Foundation for the Employment and Life Readiness Program for Current or Former Foster Transition-Age Youth.
- 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:**

-- No Items --
- VI. **Adjournment**

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/13/2023
BOARD MEETING DATE	10/3/2023
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)	Aging and Disabilities (AD)
SUBJECT	Los Angeles County Planning and Service Area (PSA) 19 Area Agency on Aging 2023-24 Complaint Resolution Policy and Procedures
PROGRAM	Area Agency on Aging (AAA)
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
DEADLINES/ TIME CONSTRAINTS	N/A
PURPOSE OF REQUEST	To approve and adopt the FY 2023-24 Complaint Resolution Policy and Procedures Program Memo and authorize the AD's Director or designee, to sign the Complaint Resolution Policy and Procedures Program Memo on behalf of the Chair of the Board.
COST & FUNDING	No fiscal impact and no additional County funds requested.
BACKGROUND (Include internal/external issues that may exist including any related motions)	<p>The recommended action is necessary for Area Agency on Aging (AAA) to be compliant with the Older Americans Act as outlined in Title 22, Division 1.8 of the California Code of Regulations.</p> <p>AAAs are governed by the mandates of the Older Americans Act. This law intends for AAAs to be the leaders relative to all aging issues on behalf of all older persons in the Planning and Service Area. AAA was designated as a one-county Planning and Service Area by the Board of Supervisors in the late 1970s. The oversight of AAA is currently under the auspices of the AD.</p> <p>This program memo outlines the AAA's complaint resolution process as the AAA is required to establish a grievance process for the disposition of complaints by older individuals or persons authorized to act on behalf of older individuals against the AAA programs and employees or volunteers of such programs and adopted by its governing board.</p>

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please state which one(s) and explain how
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ashley Liang, Executive Assistant, at 213-880-4158 ALiang@ad.lacounty.gov

BOARD OF SUPERVISORS

Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

EXECUTIVE LEADERSHIP

Dr. Laura Trejo
Director

Lorenza C. Sánchez
Chief Deputy Director

Dawnna Lawrence
Interim Administrative Deputy

Anna Avdalyan
Assistant Director

Ivan Pacheco
Chief Information Officer

GET IN TOUCH

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

**Aging & Adult Information &
Assistance Line:**
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514
**Disability Information &
Access Line:**
(888) 677-1199



October 3, 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:

**LOS ANGELES COUNTY PLANNING AND SERVICE
AREA (PSA) 19 AREA AGENCY ON AGING 2023-24
COMPLAINT RESOLUTION POLICY AND
PROCEDURES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The County of Los Angeles (County) Aging and Disabilities Department (AD) seeks approval to establish a grievance process for the disposition of complaints by older adults, adults with disabilities, and their family caregivers against the County's Agency on Aging (AAA) programs and employees or volunteers of such programs.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and adopt the FY 2023-24 Complaint Resolution Policy and Procedures Program Memo (Attachment I).
2. Authorize the AD's Director or designee, to sign the Complaint Resolution Policy and Procedures Program Memo on behalf of the Chair of the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

AAAs are governed by the mandates of the Older Americans Act. This law intends for AAAs to be the leaders relative to all aging issues on behalf of all older persons in the Planning and Service Area [45 CFR 1321.53]. In California, the implementation of the Older Americans Act is outlined in Title 22, Division 1.8 of the California Code of Regulations (CCR). AAA was designated as a one-county Planning and Service Area by the Board of Supervisors in the late 1970s. The oversight of AAA is currently under the auspices of the AD.

This program memo outlines the AAA's complaint resolution process. The purpose of this complaint resolution process is to guide the AAA and the agencies that contract with it (Service Providers) on how to respond to and resolve complaints. The regulations that mandate the specific requirements of this process are cited throughout this document.

POLICY

AAA is required to establish a grievance process for the disposition of complaints by older individuals or persons authorized to act on behalf of older individuals against the AAA programs and employees or volunteers of such programs and adopted by its governing board. Clients, Service Providers, staff, and volunteers are encouraged to provide feedback using open, honest, and direct communication in an informal setting. When feedback rises to the level of a complaint, matters should be resolved at the lowest possible level as much as possible.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The activities identified in the complaint resolution policy support Countywide Strategic Plan Goal I: Make Investments That Transform Lives, specifically, Strategy I.1 Increasing Our Focus on Prevention Initiatives and Strategy I.2. Enhancing Our Delivery of Comprehensive Interventions; and Goal II Foster Vibrant and Resilient Communities, specifically, Strategy II.2 Supporting the Wellness of Our Communities.

FISCAL IMPACT/FINANCING

There will be no fiscal impact in approving the recommended action to adopting the complaint resolution policy. No additional County funds are requested as a part of the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended action is necessary for AAA to be compliant with the Older Americans Act is outlined in Title 22, Division 1.8 of the CCR.

IMPACT ON CURRENT SERVICES

Approval of the AAA complaint resolution policy will enable AD to continue to provide services

The Honorable Board of Supervisors
October 3, 2023
Page 3

and give our clients a mechanism of providing an avenue to express their grievances and a standardized method of responding to client complaints in a timely manner. This complaint resolution policy enhances services by giving AAA a way to review and respond to complaints to continue to improve our services.

CONCLUSION

Upon your approval of the recommended actions, AD will submit the Complaint Resolution Policy and Procedures to CDA for approval. Should you have any questions, you may contact me directly, or your staff may contact Ashley Liang, Executive Assistant, at ALiang@ad.lacounty.gov.

Respectfully submitted,

Dr. Laura Trejo, DSW, MSG, MPA
Director

LT:LCS:AA
SS:MR

Enclosure

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



**LOS ANGELES COUNTY
AGING AND DISABILITIES DEPARTMENT
AREA AGENCY ON AGING**



PROGRAM MEMO

Number: AAA 23-05	Date: July 1, 2023
--------------------------	---------------------------

SUBJECT: AREA AGENCY ON AGING COMPLAINT RESOLUTION
POLICY AND PROCEDURES

I. PURPOSE

The purpose of this Program Memo (PM) is to establish a grievance process for the disposition of complaints by older adults, adults with disabilities, and their family caregivers against the County of Los Angeles Area Agency on Aging (AAA) programs and employees or volunteers of such programs.

II. BACKGROUND

Area Agencies on Aging (AAA) is required to establish a grievance process for the disposition of complaints by older individuals or persons authorized to act on behalf of older individuals against the AAA programs and employees or volunteers of such programs [22 CCR 7400 (a)(1)].

The oversight of AAA is currently under the auspices of the Los Angeles County Aging & Disabilities Department (AD).

This document outlines the AAA's complaint resolution process. The purpose of this complaint resolution process is to guide the AAA and the agencies that contract with it (Service Providers) on how to respond to and resolve complaints. The regulations that mandate the specific requirements of this process are cited throughout this document.

III. POLICY

The grievance process for both the AAA and Service Providers will include the following: [22 CCR 7400 (a)(2)(A-C)]

1. Time frames which a complaint should be acted on.
2. Written notification to complainant including the following information:
 - Results of the review.
 - A statement from Service Providers that if unsatisfied with results, the complainant may complain to AAA.

3. Complainants have a right to privacy. Only information relevant to the complainant may be released to the responding party without consent.

The AAA has an open-door policy that encourages feedback regarding its programs and services. Clients, Service Providers, staff, and volunteers are encouraged to provide feedback using open, honest, and direct communication in an informal setting. When feedback rises to the level of a complaint, matters should be resolved at the lowest possible level as much as possible.

IV. NOTIFICATION REQUIREMENTS

The AAA and its Service Providers shall conform to the following requirements to inform and notify individuals of their complaint resolution process and policies:

1. The agency's Complaint Resolution Process must be posted in visible areas that are accessible to clients [22 CCR 7400 (a)(3)(A)].
2. If a substantial number of older adults served by the program are non-English speaking, the agency's Complaint Resolution Process must be posted in the primary language of these individuals [22 CCR 7400 (a)(3)(A)].
3. Homebound clients must be advised of the agency's Complaint Resolution Process either orally or in writing upon contact with the individual.

V. REQUIRED INFORMATION FOR FILING A COMPLAINT

1. Complaints may involve, but are not limited to, any or all the following:
 - Amount of service.
 - Duration of services.
 - Denial of service.
 - Discontinuation of service.
 - Dissatisfaction with service.
 - Dissatisfaction with a Service Provider [22 CCR 7404 (d)].
2. Complaints shall be addressed in writing to the AAA Director. If the complainant cannot write, the AAA Program Coordinator will take the complaint orally and write it up for signature [22 CCR 7404 (b)].
3. Complaints shall include all the following information:
 - Complainant's name, mailing address, phone number, and email address if available.
 - The service being reported.

- The name of the Service Provider.
- The names of all individuals involved.
- The issue of concern or dispute.
- The date, time, and place of occurrence.
- The names of any witnesses, if any [22 CCR 7404 (c)].

VI. RESOLVING CLIENT COMPLAINTS

A. Contracted Services

The AAA Service Providers shall follow the guidelines below to resolve complaints by or on behalf of clients served by the programs funded and administered by AAA:

1. First Level of Resolution - AAA Service Providers

- a) The AAA Service Provider shall be the first administrative level for the resolution of complaints from AAA program participants. The AAA Service Provider will receive from the AAA any complaints received and forwarded by the California Department of Aging (CDA).
- b) A complaint may be filed with the Site Manager, Case Manager, Project Supervisor, or Project Manager of the agency.
- c) An impartial investigation of the complaint and an attempt to resolve the issues must be conducted by the AAA Service Provider. A written notification of the investigation results, the resolution, and the appeal procedures must be sent to the complainant and AAA within 10 business days from the receipt of the complaint.
- d) The AAA Service Provider may include a second review of the complaint by the AAA Service Provider's Board of Directors or the City Council. A written notification of the results must be issued to the complainant and AAA within 15 business days.
 - i. A second review of the complaint is triggered if the complainant disagrees with the result of the first review, or if the complaint persists.

2. Second Level of Resolution - AAA Informal Administrative Review

- a) An AAA Informal Administrative Review by AAA may be initiated if the older individual, or person authorized to act on his or her behalf, is dissatisfied with the results of an AAA Service Provider's grievance process. The complainant may appeal to AAA within 10 business days of receiving the results of the initial review.

- b) Client's request for an AAA administrative review of the complaint must be requested in writing and sent to the AAA Program Coordinator assigned to the contract. If a complainant cannot submit a written complaint, AAA shall take all the following actions:
 - Verbally accept the complaint.
 - Prepare a written complaint.
 - Have the complainant sign the written complaint, although not necessarily prior to the commencement of the AAA Informal Administrative Review.
- c) Complaints shall include all the following information:
 - The name, mailing address, and telephone number, if any, of the complainant or person authorized to act on behalf of the complainant.
 - The type of service and the AAA Service Provider involved.
 - The names of the individuals involved.
 - The issue of concern or dispute.
 - The date, time, and place that the issue of concern or dispute occurred.
 - The names of witnesses, if any.
- d) The AAA Program Coordinator will respond to the complaint **within 10 business** days from the date of receipt of the formal complaint letter and attempt to informally resolve the issue.
- e) If the complaint is not resolved with the AAA Program Coordinator, the next level of review is an informal meeting with the AAA Program Manager. The AAA Program Manager will perform the following:
 - Schedule to meet with the complainant (by phone or in person) **within 15 business** days of receiving the request for a meeting.
 - Conduct any necessary follow-up.
- f) **Within 10 business days** of the meeting with the complainant, the Program Manager will perform the following:
 - Provide the complainant a written copy of the AAA Program Manager's decision.
 - Inform the complainant of his or her right to request a formal administrative hearing before an impartial hearing officer or panel.

- Inform the complainant that the request for a hearing must be made in writing addressed to the AAA Director and must be made **within 30 days** of receipt of the AAA Program Manager's decision.
- Instruct the complainant that the hearing request must include the reasons why he or she feels that the decisions of the contractor, the AAA Program Coordinator, and/or the AAA Program Manager regarding the complaint and the appeal are not warranted.

3. Final Level of Resolution

Any complainants dissatisfied with the results of the review conducted by the AAA Program manager will have **30 days** from the receipt of the decision to request a hearing. This request shall be made either orally or in writing to the director of AAA [22 CCR 7406 (a)].

The AAA Program Manager and AAA Director, or designee, will set up the hearing following the administrative process listed below: [22 CCR 7406 (b)]

- a) The hearing shall be set at least 30 days after the receipt of the request.
- b) The complainant and all interested parties involved will receive the date, time, and location of the hearing at least 14 days before the hearing date.
- c) The complainant has a right to be present or ask someone to act on their behalf including legal counsel.
- d) The hearing shall be conducted by an impartial hearing officer or panel selected by the Los Angeles County Commission for Older Adults (LACCOA).
- e) The hearing shall be conducted in an informal manner with testimony being restricted to the issues requiring resolution [22 CCR 7406 (d)(2)(A)(1-2)].
- f) All parties shall have the right to the following:
 - To be present at the hearing.
 - To present evidence and witnesses.
 - To examine witnesses and other sources or relevant information and evidence.
- g) Additional hearing requirements:
 - The hearing shall be held no later than 45 business days from the receipt of the hearing request.
 - Be recorded, either electronically or stenographically.
 - Technical rules of evidence and procedures shall not apply to the hearing.

- All persons testifying at the hearing shall be placed under oath or affirmation [22 CCR 7406 (a) –(b)].
- h) The impartial Hearing Officer or panel will prepare a proposed decision based upon all relevant evidence presented and in consideration of the policies, procedures, regulations, and laws governing the program. This proposed decision shall be provided to the AAA analyst, administrator, or the chairperson of the governing board no later than 30 business days after the date the hearing is held [22 CCR 7406 (b)(1)(B)(5)]. At a minimum, the proposed decision shall contain all of the following:
 - A description of each issue.
 - A statement as to whether the complaint was upheld or denied. In the case of a complaint that is upheld, an explanation of the remedy for the complaint shall also be included.
 - A citation of applicable laws and regulations.

The proposed decision is forwarded to the director of AAA unless the complaint is against the director. In that case, the proposed decision should be sent to the chairperson of the governing board [22 CCR 7406 (b)(1)(B)(6)].

No later than 30 days after receipt of the proposed decision, the AAA Director or Chairperson of the governing board will either adopt the proposed decision as the final decision or write a new final decision [22 CCR 7406 (b)(1)(7)]. The decision shall be:

- a) Immediately transmitted to the parties involved.
- b) Is final and not subject to further appeal.
- c) If the appeal is upheld, follow up to ensure that remedies are implemented.

B. AAA Direct Services

AAA shall follow an informal administrative review process for the resolution of complaints received for services provided directly by AAA [22 CCR 7402 (d)]. This informal administrative review is the first level of resolution for the AAA's direct services and will be conducted by the AAA Program Coordinator. The details of the review process and timeline will be similar to the first level review process by a Service Provider described above. If the complaint is not resolved at the AAA Program Coordinator level, the complaint resolution process will be completed **within 45 days** and include the following.

1. Acknowledgment of the receipt of the complaint.
2. Inform the complainant of the complaint review process and timeline.

3. Conduct an impartial review within **10 business days** of receipt of the complaint. The complaint will be reviewed based on its merits and the verification of the violation of the right, law, regulation, policy, or ordinance cited on the complaint.
4. Notify the complainant in writing of the results of the investigation, as well as his or her right to request a meeting with the AAA Program Manager.
5. Copy the AAA Director and Program Manager on all correspondences.

VII. RESOLVING SERVICE PROVIDER COMPLAINTS

AAA is required to have a written complaint resolution process for its Service Providers and service provider applicants who are dissatisfied with an action taken by AAA [22 CCR 7250 (b)(3)(A-C)]. AAA contractors and applicant service providers are encouraged to provide feedback using open, honest, and direct communication with AAA in an informal setting. When feedback rises to the level of a complaint, matters should be resolved at the lowest possible level using the following process:

The Service Provider Complaint Process does not include any formal hearings. There are three levels:

1. A meeting with the Program Coordinator/Contract Monitor.
2. A meeting with the AAA Program Manager.
3. A meeting with the AAA Director, or designee, who reviews the decision.

The Service Provider may be entitled to a State hearing if the complaint is deemed to be an **adverse determination**. Adverse determination means a determination or decision by AAA that corresponds to one of the issues mentioned in the 22 CCR Section 7702-7704. Every Service Provider or applicant service provider must submit a written request for a state hearing to the California Department of Aging within 30 days of the receipt of the AAA's final decision on the complaint if it feels it to be an adverse determination.

1. First Level of Resolution: Meeting with the AAA Program Coordinator

- The assigned AAA Program Coordinator shall set-up a meeting with the service provider **within ten days** of receiving the complaint to gather the information about the complaint and attempt to resolve the issue informally. The AAA Program Coordinator may consult with the AAA Program Manager on getting the issue resolved at the lowest level.
- If the complaint is not resolved informally to the satisfaction of the service provider, the AAA Program Coordinator will ask the service provider to do the following:

- a. Put the complaint in writing.
 - b. Submit the formal complaint **within ten days** of meeting with the AAA Program Coordinator. The formal complaint shall be addressed to the AAA Program Manager for review.
 - c. Include on the formal complaint letter a citation of the regulation or program policy that supports the complaint.
- The Program Coordinator must file all documentation and correspondence associated with the complaint with a narrative and timeline of efforts made to resolve the complaint.
 - The Program Coordinator will debrief the AAA Program Manager of the complaint resolution proceedings that have taken place thus far and provide copies of all documentation and correspondence associated with the complaint.

2. Second Level of Resolution: Meeting with the AAA Program Manager

- Upon receipt of the formal complaint letter, the AAA Program Manager will review the merits of the claims raised in the service provider's complaint by examining the laws, regulations, or policies cited in the letter. Documents and correspondence associated with the complaint will also be reviewed.
- The AAA Program Manager will set up a meeting with the contractor or applicant service provider **within 10 business days** of the receipt of the formal complaint letter. The AAA Program Manager will discuss the complaint at length with the Service Provider or applicant service provider.
- The AAA Program Manager will render a decision in writing and send it to the service provider **within 10 business days** of the meeting with the complainant. The following will be included in the AAA Program Manager's decision letter:
 - a. The service provider has an option to ask that the decision be reviewed by the AAA Director
 - b. The request for the AAA Director review must be submitted in writing **within 10 business days** of receiving the AAA Program Manager's decision

3. Final Level of Resolution: Meeting with the AAA Director

Upon notification that the Service Provider has requested a review of the AAA Program Manager's decision on the formal complaint filing, the AAA Director shall:

- Review the AAA Program Manager decision **within 10 business days** of the receipt of the letter requesting a meeting with the AAA Director.

- Seek legal consultation, as necessary, regarding the complaint and request for review.
- Render a final decision in writing **within 30 business days** from the receipt of the request for the AAA Director's review. Include a Notice Regarding Possible Adverse Determination and Right to Appeal and attached code sections (Attachment). These code sections contain the information regarding a request for a hearing with the California Department of Aging.
- Send a copy of the AAA Director decision letter to the Social Services Division Director, AAA Program Manager, and AAA Program Coordinator.

For questions regarding this Program Memo, please email: aaaprogram@ad.lacounty.gov

Dr. Laura Trejo, Director

LT:LCS:AA:ss

Attachment

c: Lorenza C. Sánchez
 Dawnna Lawrence
 Anna Avdalyan
 Carol Domingo



LOS ANGELES COUNTY
AGING AND DISABILITIES DEPARTMENT
AREA AGENCY ON AGING



Attachment

Notice Regarding Adverse Determination and Possible Right to Appeal and Request a Hearing with the California Department of Aging

You have exhausted all Area Agency on Aging (AAA) complaint resolution and appeal procedures. You may have a right to a State hearing with the California Department of Aging if the AAA decision is considered an Adverse Determination [22 CCR 7704]. The following are all the relevant code sections from Code of Regulations (CCR) Title 22: 22 CCR 7700 General Provisions

The Department shall provide an opportunity for a hearing only when both of the following conditions exist:

- (a) The issue to be appealed falls within one of the categories listed in this article.
- (b) All of the procedures specified in this article are strictly followed.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3025(b)(5)(C) and 3027(a)(5); and 45 CFR 1321.29(c) and 1321.35(a).

22 CCR 7702 Definitions

- (a) "Adverse determination" means a determination or decision by the Department or an AAA that corresponds to one of the issues in Section 7704.
- (b) "Appellant" means an entity who is appealing an adverse determination.
- (c) "Applicant service provider" means an entity, in response to a solicited proposal by an AAA to provide services that submits an application to provide services under a PSA plan. An entity that submits an unsolicited application to provide services is not an applicant under this section and does not have a right to request a hearing.
- (d) "Departmental Hearing Officer" means a staff member of the Department who presides over a hearing when there is an appeal.
- (e) "Existing Service Provider" means an entity that presently is under contract or sub grant with an AAA to provide services under an approved Area plan.
- (f) "External Hearing Officer" means an attorney who is retained by the Department to preside over a hearing when there is an appeal and who is not employed by the Department in any other capacity.
- (g) "Respondent" means the entity against which the appeal is taken, either the Department or an AAA.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3002(17), 3002(40), 3022(2), 3025(b)(5)(C) and 3027(a) (5); and 45 CFR 1321.29(c) and 1321.35(a).

22 CCR 7704 Adverse Determinations

Only the actions specified below shall be considered adverse determinations that are subject to a hearing upon request:

- (a) The Department's denial of an application for designation as a PSA from any of the following:
 - (1) A unit of general purpose local government.
 - (2) A region within the State recognized for area wide planning.
 - (3) A metropolitan area.
 - (4) An Indian reservation(s).
- (b) Any of the following actions taken by the Department against an AAA:
 - (1) The disapproval of its Area plan or plan amendment.
 - (2) The withholding, suspension, or termination of its funds, including cancellation of its contract.
 - (3) The revocation of its designation as an AAA.
- (c) Any of the following actions taken by an AAA once the administrative remedies through the AAA have been exhausted:
 - (1) A reduction in the level of funding to an existing service provider during a contract or sub grant period. However, a reduction directly attributable to a reduction in the funding to AAAs by the State or federal government shall not be considered an adverse determination.
 - (2) A cancellation or termination of an existing service provider's contract or sub grant prior to the contractor's or subgrant's expiration date.
 - (3) The denial of an application to provide services from an applicant service provider when any of the following exist:
 - (A) The presence of a conflict of interest, real or apparent, as specified in 45 CFR 92.36(b) (3)
 - (B) The occurrence of a procedural error or omission, such as the failure of an AAA to include a federal mandate in its solicitation request.
 - (C) The lack of substantial evidence to support an AAA's action.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3025(b)(5)(C), 3026(e) and 3027(a)(5); and 45 CFR 1321.29(c) and 1321.35(a).

22 CCR 7706 Notice of Adverse Determination

A notice of adverse determination from the Department or an AAA shall meet all of the following conditions:

- (a) Be in writing and delivered by either of the following methods:
 - (1) Faxed with a mailed follow-up original.

- (2) Certified or overnight mail, return receipt requested.
- (b) Describe the grounds for the adverse determination in sufficient detail to enable the entity to respond.
- (c) Include all of the following information:
 - (1) The reason(s) for the adverse determination.
 - (2) The evidence on which the adverse determination is based.
 - (3) The effective date of the adverse determination.
 - (4) The legal or contractual citation upon which the adverse determination is based.
 - (5) A citation to, or copy of, the hearing process to be followed, including the entity's right to a hearing and the time period in which to request a hearing.
 - (6) In addition, a AAA shall include in its final notice of adverse determination to an existing service provider or an applicant service provider a statement that all appeal procedures have been exhausted.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3025(b)(5)(C) and 3027(a)(5); and 45 CFR 1321.29(c) and 1321.35(a).

22 CCR 7710 Deadline for Requesting a Hearing

- (a) An existing service provider or applicant service provider shall submit its written request for hearing to the Department within 30 calendar days from the date of receipt of the AAA's final adverse determination.
- (b) All other appellants shall submit their written request within 30 days of receipt of the Department's notice of adverse determination.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3025(b)(5)(C) and 3027(a)(5); and 45 CFR 1321.29(c) and 1321.35(a).

22 CCR 7712 Granting or Denial of a Request for a Hearing

- (a) Within 5 calendar days of receipt of a request for a hearing, the Director shall review the request and take one of the following actions:
 - (1) Grant the request, if the appellant has followed all procedures and the Director has determined the issue is one of those specified in Section 7704, and appoint one of the following to preside over the hearing:
 - (A) An external hearing officer when the appellant is appealing an adverse determination by the Department.
 - (B) A departmental hearing officer(s) when the appellant is appealing an adverse determination by an AAA.
 - (2) Deny the request if the appellant has not followed all procedures or the Director has determined that the issue is not one of those specified in Section 7704. A written denial explaining the reasons for the action shall be mailed to the appellant.

- (b) The granting of a hearing shall not stay the effective date of the proposed adverse determination until a final decision is rendered, unless either of the following circumstances exist:
 - (1) Federal law or regulation requires that the action be stayed.
 - (2) The Department, based upon the particular situation determines that a stay is warranted. In making its determination, the Department shall consider such factors as the reasons for the adverse determination and the effect of the adverse determination on the provision of services to older individuals residing in the PSA.
- (c) The hearing officer, in conjunction with the Department shall:
 - (1) Unless a later date is mutually agreed upon by all parties, schedule the hearing for no later than either of the following:
 - (A) Ten calendar days from the date the request for a hearing is granted by the Director, when there is an immediate threat to the public's health, safety or general welfare.
 - (B) Twenty calendar days from the date the request for a hearing is granted by the Director, when there is no immediate threat to the public's health, safety or general welfare.
 - (2) Provide written notice of the hearing via fax, followed by a mailed original, or certified or overnight mail, return receipt requested, to the appellant and the respondent. The notice of hearing shall specify the location, date, and time of the hearing.

22 CCR 7714 Hearing Officer Function and Authority

- (a) The hearing officer's primary function shall be to determine either, or both, of the following. Whether the:
 - (1) Adverse determination being appealed violates the provisions of the Area Plan, department or area agency policies, contract, or grant terms, rules, laws, regulations, or procedural due process.
 - (2) Selection of a bidder was arbitrary, capricious, grossly erroneous, or an abuse of discretion.
- (b) The hearing officer's authority and power shall include, but not be limited to, all of the following:
 - (1) Holding conferences, including pre-hearing conferences, to settle, simplify, or fix the issue in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceedings.
 - (2) Requiring parties to state their position with respect to the various issue(s) in the proceeding.
 - (3) Directing the parties to exchange their evidentiary exhibits and witness lists, and narrative summaries of their expected testimony, either prior to or during the hearing.

- (4) Determining the order of evidentiary presentation.
 - (5) Deciding procedural matters.
 - (6) Regulating the course of the hearing, including the location, date, and time.
 - (7) Examining witnesses.
 - (8) Fixing the limits for submission of written documents.
 - (9) Taking any action authorized by this hearing procedure.
 - (10) Recording the hearing.
- (c) The hearing officer shall do all of the following:
- (1) Conduct a fair and impartial hearing.
 - (2) Take all necessary actions to avoid delay.
 - (3) Maintain decorum.
- (d) Strict rules of evidence shall not be applicable to hearings pursuant to this article. However, the scope of testimony shall be relevant to the issue(s) identified in the written request for hearing.
- (e) The Department may terminate the hearing process if the parties negotiate a written agreement which resolves the issue(s).

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3025(b)(5)(C) and 3027(a) (5); and 45 CFR 1321.29(c) and 1321.35(a).

22 CCR 7716 Decision of the Hearing Officers

- (a) The hearing officer(s) shall prepare a written proposed decision which shall include findings of fact and conclusions based thereon and a recommended proposed decision to the Director. The proposed decision shall be forwarded to the Director within 10 calendar days from the close of the hearing.
- (b) The Director shall review and consider the proposed decision and take one of the following actions:
 - (1) Adopt the proposed decision as the final decision.
 - (2) Modify the proposed decision as the final decision.
 - (3) Write a new final decision.
 - (4) Remand the proposed decision to the hearing officer(s).
- (c) The Director shall notify the parties in writing by certified or overnight mail, return receipt requested, of the final decision within ten calendar days from the date that the proposed decision was submitted to the Director.
- (d) Each final decision shall include either of the following, as appropriate:
 - (1) A statement that the Director's decision is final and no other administrative remedies are available.
 - (2) An explanation of the appellant's right pursuant to federal law and regulation to appeal the decision to the Commissioner or Assistant Secretary.

Program Memo AAA 22-xx

July 2023

Page 15 of 15

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3025(b)(5)(C) and 3027(a)(5); and 45 CFR 1321.29(c) and 1321.35(a).

Family and Social Services
MILITARY & VETERANS AFFAIRS
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$8,185,000	\$10,108,000	\$1,923,000
IFT / Revenue	2,409,000	3,022,000	613,000
Net County Cost	5,776,000	7,086,000	1,310,000
Budgeted Positions	47.0	53.0	6.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	8,185,000	819,000	1,590,000	5,776,000	47.0

Finance Targets

1. Other County Departments (OCD) Cost Allocation: Reflects an increase for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	20,000	--	--	20,000	0.0
2. Cyber Security Cost Allocation: Reflects an increase in one-time funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	1,000	--	--	1,000	0.0

Other Changes

3. Administrative Services: Reflects funding for 1.0 position to address critical administrative assignments. (4-VOTES)	215,000	--	80,000	135,000	1.0
4. Facility Service Needs: Reflects Additional Fund Balance (AFB) for security and custodial services at Patriotic Hall. (4-VOTES)	227,000	--	--	227,000	0.0
5. Veterans Celebration Annual Events: Reflects AFB for events throughout the year to honor and commemorate the service of veterans and their families. (4-VOTES)	211,000	--	--	211,000	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Programs					
6. Homeless Veterans Services: Reflects funding for 4.0 positions to provide outreach and assistance to veterans experiencing homelessness, at-risk of homelessness, or recently housed, in accessing veterans benefits and services. (4-VOTES)	533,000	533,000	--	--	4.0
7. Public Information Associate: Reflects funding for 1.0 position to coordinate the timely communication of both ongoing services and time sensitive information to veterans, members of the public, other government agencies and community organizations. (4-VOTES)	172,000	--	--	172,000	1.0
8. Social Media Campaign: Reflects AFB for a widespread media campaign to inform veterans and community members about services and assistance available to veterans and their families. (4-VOTES)	460,000	--	--	460,000	0.0
9. Measure U - Utility User Tax: Reflects reallocation or reappropriation of prior-year unspent Measure U - Utility User Tax funding for programs within the unincorporated areas. (3-VOTES)	84,000	--	--	84,000	0.0
Total Changes	1,923,000	533,000	80,000	1,310,000	6.0
2023-24 Final Adopted	10,108,000	1,352,000	1,670,000	7,086,000	53.0

Family and Social Services
CHILD SUPPORT SERVICES DEPARTMENT
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$227,388,000	\$229,672,000	\$2,284,000
IFT / Revenue	220,778,000	222,942,000	2,164,000
Net County Cost	6,610,000	6,730,000	120,000
Budgeted Positions	1,467.0	1,467.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	227,388,000	0	220,778,000	6,610,000	1,467.0
Finance Targets					
1. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	2,000	--	2,000	--	0.0
2. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	35,000	--	33,000	2,000	0.0
3. Salaries and Employee Benefits: Reflects Board-approved increases in salaries and employee benefits. (4-VOTES)	1,526,000	--	1,415,000	111,000	0.0
4. Other County Departments (OCD) Cost Allocation: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	88,000	--	81,000	7,000	0.0
Other Changes					
5. Training Unit: Reflects the addition of 6.0 positions, fully offset with the deletion of 6.0 vacant budgeted positions and federal and miscellaneous revenues to create a unit that will provide Departmentwide professional development and programmatic training. (4-VOTES)	633,000	--	633,000	--	0.0
Total Changes	2,284,000	0	2,164,000	120,000	0.0
2023-24 Final Adopted	229,672,000	0	222,942,000	6,730,000	1,467.0

Family and Social Services
DEPARTMENT OF AGING AND DISABILITIES - ADMINISTRATION
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$125,681,000	\$143,670,000	\$17,989,000
IFT / Revenue	98,151,000	114,179,000	16,028,000
Net County Cost	27,530,000	29,491,000	1,961,000
Budgeted Positions	583.0	587.0	4.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	125,681,000	86,938,000	11,213,000	27,530,000	583.0

Finance Targets

1. Salaries and Employee Benefits: Primarily reflects Board-approved adjustments in salaries and health insurance subsidies. (3-VOTES)	1,000	--	--	1,000	0.0
2. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	15,000	--	6,000	9,000	0.0
3. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	1,000	--	--	1,000	0.0
4. Utility User Tax – Cy Pres: Reflects the carryover of unspent Utility User Tax – Cy Pres funding allocated for Court-approved projects. (4-VOTES)	52,000	--	--	52,000	0.0
5. Measure U – Utility User Tax: Reflects reallocation or reappropriation of prior-year unspent Measure U – Utility User Tax funding for programs within the unincorporated areas. (4-VOTES)	591,000	--	--	591,000	0.0
6. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	95,000	--	36,000	59,000	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Programs					
7. Adult Protective Services (APS): Reflects the addition of 4.0 budgeted positions due to an increase in ongoing funding from the California Department of Social Services (CDSS), via the County's Department of Public Social Services (DPSS), pursuant to AB 135. AB 135 lowered the minimum age of elders from 65 to 60 years old, which will increase the number of people eligible for APS. (3-VOTES)	2,165,000	2,165,000	--	--	4.0
8. APS Realignment Growth: Reflects an increase in appropriation due to an increase in 2011 Realignment Growth funding via the DPSS for existing and ongoing program costs and Aging's overhead costs. (3-VOTES)	5,832,000	5,832,000	--	--	0.0
9. Senior Center Carryover: Reflects carryover funding for the purchase of power generators at the Willowbrook and East Los Angeles community and senior centers. (4-VOTES)	1,248,000	--	--	1,248,000	0.0
10. APS American Rescue Plan Act (ARPA): Reflects carryover funding via the DPSS to enhance, improve, and expand protective services provided through its APS Program. (3-VOTES)	1,124,000	1,124,000	--	--	0.0
11. APS COVID-19: Reflects carryover funding via the DPSS to provide APS programmatic enhancements. (3-VOTES) (Total \$1.515M: Admin \$669k and Assist \$846k)	669,000	669,000	--	--	0.0
12. APS Home Safe Program: Reflects an increase in appropriation due to an increase in funding from the CDSS as established by AB 1811 via the DPSS for the expansion of the program to support APS clients who are homeless or on the verge of being homeless. (3-VOTES) (Total \$19.815M: Admin \$4.437M and Assist \$15.378M)	4,437,000	4,437,000	--	--	0.0
13. Various ARPA-Enabled Programs: Reflects the reconciliation of ARPA funding for the Elder Nutrition Program (ENP) and the Building a Better Connection for Older Adults Program. (4-VOTES) (Total -\$15.1M: Admin -\$800k and Assist -\$14.3M)	(800,000)	--	(800,000)	--	0.0
14. Aging Programs: Reflects carryover funding from the California Department of Aging (CDA) to support the ENP, Supportive Services Program, Disease Prevention and Health Promotion Program, and Family Caregiver Support Program. (4-VOTES) (Total \$12.534M: Admin \$1.109M and Assist \$11.425M)	1,109,000	--	1,109,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
15. Modernizing Older Californians Act: Reflects an increase in one-time revenue from the CDA for supportive services for various Area Agency on Aging (AAA) programs and the Nutrition Program. (4-VOTES) (Total \$5.184M: Admin \$443k and Assist \$4.741M)	443,000	--	443,000	--	0.0
16. Older Adults Recovery and Resiliency: Reflects carryover funding from the CDA for the purchase of equipment for the ENP providers and support for AAA program costs. (4-VOTES) (Total \$10.139M: Admin \$1.007M and Assist \$9.132M)	1,007,000	--	1,007,000	--	0.0
Total Changes	17,989,000	14,227,000	1,801,000	1,961,000	4.0
2023-24 Final Adopted	143,670,000	101,165,000	13,014,000	29,491,000	587.0

Family and Social Services
DEPARTMENT OF AGING AND DISABILITIES - ASSISTANCE
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$81,193,000	\$110,883,000	\$29,690,000
IFT / Revenue	78,807,000	107,665,000	28,858,000
Net County Cost	2,386,000	3,218,000	832,000
Budgeted Positions	0.0	0.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	81,193,000	26,067,000	52,740,000	2,386,000	0.0
Programs					
1. Nutrition Program: Reflects carryover funding to provide meals to seniors. (4-VOTES)	832,000	--	--	832,000	0.0
2. APS COVID-19: Reflects carryover funding via the Department of Public Social Services (DPSS) to provide APS programmatic enhancements. (3-VOTES) (Total \$1.515M: Admin \$669k and Assist \$846k)	846,000	846,000	--	--	0.0
3. APS Home Safe Program: Reflects an increase in appropriation due to an increase in funding from the California Department of Social Services (CDSS) as established by AB 1811 via the DPSS for the expansion of the program to support APS clients who are homeless or on the verge of being homeless. (3-VOTES) (Total \$19.815M: Admin \$4.437M and Assist \$15.378M)	15,378,000	15,378,000	--	--	0.0
4. Various American Rescue Plan Act (ARPA)- Enabled Programs: Reflects the reconciliation of ARPA funding for the Elder Nutrition Program (ENP) and the Building a Better Connection for Older Adults Program. (4-VOTES) (Total -\$15.1M: Admin -\$800k and Assist -\$14.3M)	(14,300,000)	--	(14,300,000)	--	0.0
5. Aging Programs: Reflects carryover funding from the California Department of Aging (CDA) to support the ENP, Supportive Services Program, Disease Prevention and Health Promotion Program, and Family Caregiver Support Program. (4-VOTES) (Total \$12.534M: Admin \$1.109M and Assist \$11.425M)	11,425,000	--	11,425,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Modernizing Older Californians Act: Reflects an increase in one-time revenue from the CDA for supportive services for various Area Agency on Aging (AAA) programs and the Nutrition Program. (4-VOTES) (Total \$5.184M: Admin \$443k and Assist \$4.741M)	4,741,000	--	4,741,000	--	0.0
7. Older Adults Recovery and Resiliency: Reflects carryover funding from the CDA for the purchase of equipment for the ENP providers and support for AAA program costs. (4-VOTES) (Total \$10.139M: Admin \$1.007M and Assist \$9.132M)	9,132,000	--	9,132,000	--	0.0
8. Senior Community Service Employment Program: Reflects carryover funding to provide part-time opportunities in subsidized community service employment for older workers. (4-VOTES)	1,636,000	--	1,636,000	--	0.0
Total Changes	29,690,000	16,224,000	12,634,000	832,000	0.0
2023-24 Final Adopted	110,883,000	42,291,000	65,374,000	3,218,000	0.0

Family and Social Services
DEPARTMENT OF PUBLIC SOCIAL SERVICES - ADMINISTRATION
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$2,854,812,000	\$3,045,024,000	\$190,212,000
IFT / Revenue	2,642,474,000	2,816,993,000	174,519,000
Net County Cost	212,338,000	228,031,000	15,693,000
Budgeted Positions	14,332.0	14,332.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	2,854,812,000	3,167,000	2,639,307,000	212,338,000	14,332.0

Finance Targets

1. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	16,000	--	12,000	4,000	0.0
2. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	307,000	--	245,000	62,000	0.0
3. Other County Departments (OCD) Cost Allocation: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	1,716,000	--	1,375,000	341,000	0.0

Other Changes

4. Operating Costs: Reflects an increase in funding for IT purchases and projects; contracted security; office expenses; CalSAWS & CalACES; various operating expenditures; capital asset; and a decrease in IFT, fully offset with an increase in revenue. (4-VOTES)	18,154,000	(1,000)	18,155,000	--	0.0
5. Services Received: Reflects an increase in appropriation, fully offset with an increase in revenue for various services received from OCDs. (4-VOTES)	28,298,000	--	28,298,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Tenant Improvements and Low Voltage: Reflects an increase in appropriation, fully offset with State and federal revenues primarily due to the lump-sum payments of tenant improvement and low voltage costs for the Hamilton and Atlas buildings and the Norwalk District replacement project. (4-VOTES)	10,574,000	--	10,574,000	--	0.0
Programs					
7. Homeless Services Unit: Reflects funding for 6.0 positions, fully offset with the deletion of 6.0 vacant items and a decrease in S&S, for the development and administration of a new Homeless Services Section, which focuses on providing support to the rising need for homelessness assistance to clients. (3-VOTES)	--	--	--	--	0.0
8. ARPA Food Assistance Awareness Campaign: Reflects a one-time carryover of unspent ARPA funds allocated for the Food Assistance Awareness Campaign primarily due to implementation delays. (4-VOTES)	343,000	--	343,000	--	0.0
9. CalFresh Administration Net County Cost (NCC) Match: Reflects a one-time carryover of the Department's available fund balance to drawdown State and federal allocation increases for the CalFresh administration program. (4-VOTES)	12,705,000	--	--	12,705,000	0.0
10. Electronic Benefit Transfer (EBT) Replacement: Reflects an increase in appropriation, partially offset with State and federal revenues, primarily due to an increase in Statewide EBT skimming/scamming instances. (4-VOTES)	59,000,000	--	55,334,000	3,666,000	0.0
11. Measure H: Reflects an increase in one-time funding primarily due to unspent Measure H funds for C5 claims due to year-end timing delays in billings. (4-VOTES)	730,000	--	730,000	--	0.0
12. Refugee Employment Program (REP): Reflects an increase in appropriation, fully offset with State and federal revenues to increase funding to the existing case management contract and establish a new REP contract, primarily due to caseload increase. (4-VOTES)	531,000	--	531,000	--	0.0
13. Housing Support Program (HSP): Reflects an increase in appropriation, fully offset with State and federal revenues to align the Department's HSP budget to the State's allocation. (4-VOTES)	17,496,000	--	17,496,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
14. Housing and Disability Advocacy Program (HDAP): Reflects an increase in appropriation, fully offset with State and federal revenues, primarily due to an increase in service costs for HDAP administered by the Department of Health Services. (4-VOTES)	10,976,000	--	10,976,000	--	0.0
15. Adult Protective Services (APS): Reflects an increase in appropriation, fully offset with State and federal revenues, to align the funding levels for the APS Home Safe Program, COVID-19 program, American Rescue Plan Act, AB 135, and the 2011 Realignment Revenue growth, administered by the Department of Aging. (4-VOTES)	30,451,000	--	30,451,000	--	0.0
Total Changes	191,297,000	(1,000)	174,520,000	16,778,000	0.0
2023-24 Final Adopted	3,046,109,000	3,166,000	2,813,827,000	229,116,000	14,332.0

Family and Social Services
DEPARTMENT OF PUBLIC SOCIAL SERVICES - ASSISTANCE
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$2,661,748,000	\$2,766,521,000	\$104,773,000
IFT / Revenue	2,172,943,000	2,266,991,000	94,048,000
Net County Cost	488,805,000	499,530,000	10,725,000
Budgeted Positions	0.0	0.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	2,661,748,000	0	2,172,943,000	488,805,000	0.0
Other Changes					
1. Guaranteed Income (GI) Pilot: Reflects one-time funding for the GI Pilot Program for Transition Age Youth. (4-VOTES)	4,690,000	--	--	4,690,000	0.0
2. General Relief (GR) Anti-Homelessness (GRAH): Reflects one-time funding for GRAH housing subsidies. (4-VOTES)	2,480,000	--	--	2,480,000	0.0
3. CalWORKs (CW): Reflects an increase to align the budget with projected caseloads and cost per case increases. (4-VOTES)	93,677,000	--	90,122,000	3,555,000	0.0
4. Cash Assistance Program for Immigrants (CAPI): Reflects an increase to align the budget with projected caseloads. (4-VOTES)	3,115,000	--	3,115,000	--	0.0
Programs					
5. Refugee Employment Program (REP) Services: Reflects an increase to align the budget to the available funding level. (4-VOTES)	811,000	--	811,000	--	0.0
Total Changes	104,773,000	0	94,048,000	10,725,000	0.0
2023-24 Final Adopted	2,766,521,000	0	2,266,991,000	499,530,000	0.0

Family and Social Services
DEPARTMENT OF ECONOMIC OPPORTUNITY - ADMINISTRATION
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$62,590,000	\$73,815,000	\$11,225,000
IFT / Revenue	38,529,000	37,846,000	(683,000)
Net County Cost	24,061,000	35,969,000	11,908,000
Budgeted Positions	195.0	198.0	3.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	62,590,000	3,167,000	35,362,000	24,061,000	195.0

Finance Targets

1. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	124,000	--	--	124,000	0.0
2. Street Vending Collaborative: Reflects the carryover of one-time ARP-enabled funding for the Street Vending Collaborative. (4-VOTES)	443,000	--	--	443,000	0.0

Other Changes

3. Administration: Reflects a funding request for 2.0 positions, partially offset by a decrease in S&S, to support the Contracts and Compliance units. (4-VOTES)	258,000	--	--	258,000	2.0
4. Century Regional Career Center: Reflects a funding request for 1.0 position, funded with AB 109, to support the Century Regional Career Center Program, which will provide pre-release and post-release trauma-informed, evidence based, and gender responsive workforce development services to residents at the Century Regional Detention Facility. (4-VOTES) (Total \$1.2M: \$300K Admin and \$900K Asst)	300,000	--	300,000	--	1.0
5. Century Regional Career Center: Reflects one-time AB 109 carryover to fund a consultant who will develop and strengthen program data measure and curriculum, and an evaluator who will develop a rubric to measure the program impact and make recommendations for program improvements. (4-VOTES)	620,000	--	620,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Consultant: Reflects one-time carryover to fund a consultant who will develop strategic goals and signature initiatives for DEO to drive economic development and to create the DEO Strategic Plan. (4-VOTES)	2,000,000	--	--	2,000,000	0.0
7. Information Technology (IT): Reflects one-time funding for various planned DEO IT and related data management projects that are under ongoing planning and discussion. (4-VOTES)	6,850,000	--	--	6,850,000	0.0
8. Revolving Loan Fund: Reflects one-time funding to pilot a no-to-low interest revolving loan fund for start-up costs and working capital for small businesses and non-profits contracting with the County. (4-VOTES)	2,000,000	--	--	2,000,000	0.0
Programs					
9. Youth@Work – Secured Youth Treatment Facility (SYTF): Reflects Juvenile Justice Realignment Block Grant funding to provide employment services for youth served by Probation under SYTF. (4-VOTES) (Total \$888KM: Admin \$208K and Asst \$680K)	208,000	--	208,000	--	0.0
10. Various ARP-Enabled Programs: Reflects a change to align the budget with available one-time ARP-enabled funding for the Childcare Providers Grants and Incubator, Economic Mobility Initiative, Fair Chance Campaign, High Road Training Partnerships, Job Programs for Reentry Populations, Keep LA Dining, LA Regional COVID Fund, Legal Aid for Small Business Owners, Pandemic Recovery Rapid Reemployment, Safer at Work, Shop Local Campaigns, Small Business Rent Relief, Wraparound Services for Critical Employment Initiatives, Youth @ Work, Youth Workforce Development Partnerships. (4-VOTES)	(1,279,000)	--	(1,279,000)	--	0.0
11. West Los Angeles Courthouse: Reflects one-time carryover to fund fencing and various maintenance costs. (4-VOTES)	233,000	--	--	233,000	0.0
12. Challenger: Reflects carryover of State funding to help under-served youth transition safely to an independent and productive adulthood. (4-VOTES)	468,000	--	468,000	--	0.0
13. Revenue Realignment: Reflects an adjustment to align the Workforce Innovation Opportunity Act funding to actual grant levels. (4-VOTES)	(1,000,000)	--	(1,000,000)	--	0.0
Total Changes	11,225,000	0	(683,000)	11,908,000	3.0
2023-24 Final Adopted	73,815,000	3,167,000	34,679,000	35,969,000	198.0

Family and Social Services
DEPARTMENT OF ECONOMIC OPPORTUNITY - ASSISTANCE
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$206,175,000	\$137,565,000	(\$68,610,000)
IFT / Revenue	184,078,000	114,091,000	(69,987,000)
Net County Cost	22,097,000	23,474,000	1,377,000
Budgeted Positions	0.0	0.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	206,175,000	19,528,000	164,550,000	22,097,000	0.0

Finance Targets

1. Street Vending Collaborative: Reflects the carryover of one-time ARP-enabled funding for the Street Vending Collaborative. (4-VOTES)	1,377,000	--	--	1,377,000	0.0
--	-----------	----	----	-----------	-----

Other Changes

2. Century Regional Career Center: Reflects an increase, funded with AB 109, to support the Century Regional Career Center Program, which will provide pre-release and post-release trauma-informed, evidence based, and gender responsive workforce development services to residents at the Century Regional Detention Facility. (4-VOTES) (Total \$1.2M: \$300K Admin and \$900K Asst)	900,000	--	900,000	--	1.0
---	---------	----	---------	----	-----

Programs

3. Youth@Work – Secured Youth Treatment Facility (SYTF): Reflects Juvenile Justice Realignment Block Grant funding to provide employment services for youth served by Probation under SYTF. (4-VOTES) (Total \$888KM: Admin \$208K and Asst \$680K)	680,000	--	680,000	--	0.0
4. Youth@Work: Reflects one-time carryover of Juvenile Justice Crime Prevention Act funding to support the Youth@Work program.	291,000	--	291,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Programs					
5. Various ARP-Enabled Programs: Reflects a change to align the budget with available one-time ARP-enabled funding for the Childcare Providers Grants and Incubator, Economic Mobility Initiative, Fair Chance Campaign, High Road Training Partnerships, Job Programs for Reentry Populations, Keep LA Dining, LA Regional COVID Fund, Legal Aid for Small Business Owners, Pandemic Recovery Rapid Reemployment, Safer at Work, Shop Local Campaigns, Small Business Rent Relief, Wraparound Services for Critical Employment Initiatives, Youth @ Work, Youth Workforce Development Partnerships. (4-VOTES)	(68,269,000)	--	(68,269,000)	--	0.0
6. Revenue Realignment: Reflects an adjustment to align the Workforce Innovation Opportunity Act funding to actual grant levels. (4-VOTES)	(3,589,000)	--	(3,589,000)	--	0.0
Total Changes	(68,610,000)	0	(69,987,000)	1,377,000	0.0
2023-24 Final Adopted	137,565,000	19,528,000	94,563,000	23,474,000	0.0

Family and Social Services
ECONOMIC DEVELOPMENT
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$4,450,000	\$41,898,000	\$37,448,000
IFT / Revenue	0	12,553,000	12,553,000
Net County Cost	4,450,000	29,345,000	24,895,000
Budgeted Positions	0.0	0.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	4,450,000	0	0	4,450,000	0.0
Other Changes					
1. Carryover: Reflects one-time carryover to fund the continuation of the RENOVATE, Catalytic Development, Manufacturing, Film Ordinance, Residence Services, and other Economic Development projects. (4-VOTES)	14,915,000	--	--	14,915,000	0.0
Programs					
2. Bioscience: Reflects one-time funding, due to the partial release of the Bioscience long-term receivable, to support various Economic Development projects. (4-VOTES)	9,980,000	--	--	9,980,000	0.0
3. Prior-Year Revenue: Reflects the return of prior-year funding from LACDA for various Economic Development projects. (4-VOTES)	12,553,000	--	12,553,000	--	0.0
Total Changes	37,448,000	0	12,553,000	24,895,000	0.0
2023-24 Final Adopted	41,898,000	0	12,553,000	29,345,000	0.0

Family and Social Services
DEPARTMENT OF CHILDREN AND FAMILY SERVICES - ADMINISTRATION
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$1,928,211,000	\$2,001,516,000	\$73,305,000
IFT / Revenue	1,408,999,000	1,469,850,000	60,851,000
Net County Cost	519,212,000	531,666,000	12,454,000
Budgeted Positions	9,808.0	9,931.0	123.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	1,928,211,000	3,290,000	1,405,709,000	519,212,000	9,808.0

Finance Targets

1. Other County Departments (OCD) Cost Allocation: Reflects funding for increases for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	2,253,000	--	586,000	1,667,000	0.0
2. Salaries and Employee Benefits: Primarily reflects Board-approved increases in salaries and health insurance subsidies. (4-VOTES)	493,000	--	221,000	272,000	0.0
3. Cyber Security Cost Allocation: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	265,000	--	119,000	146,000	0.0
4. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	14,000	--	6,000	8,000	0.0

Other Changes

5. Administration Support Services: Reflects funding for 9.0 positions to provide administrative support in areas such as finance, training, human resources, and contract development. (4-VOTES)	1,857,000	--	1,857,000	--	9.0
--	-----------	----	-----------	----	-----

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Juvenile Case File Records Request Unit: Reflects funding for 3.0 positions for the records request unit that fulfills child welfare records requests from former foster youth, parents, various District Attorneys' offices, law enforcement agencies, criminal defense, and civil attorneys. (4-VOTES)	527,000	--	527,000	--	3.0
7. Alcohol and Drug Testing Program: Reflects funding for alcohol and drug testing contract services. (4-VOTES)	417,000	--	417,000	--	0.0
8. Antelope Valley Social Worker Incentive Bonuses: Reflects Departmental Additional Fund Balance (DAFB) from FY 22-23 for continued recruitment and retention bonuses for Children's Social Workers and Supervising Children's Social Workers in the Antelope Valley offices. (4-VOTES)	6,678,000	--	1,736,000	4,942,000	0.0
9. Temporary Shelter Care Facilities: Reflects DAFB to fund licensed 10-day temporary shelter care facilities that will provide care and supervision to DCFS children and youth, while they await placement. (4-VOTES)	3,152,000	--	--	3,152,000	0.0
10. Transitional Housing Program Plus: Reflects DAFB to fund 41 beds serving Transition Aged Youth. (4-VOTES)	1,083,000	--	--	1,083,000	0.0
11. Commercially Sexually Exploited Children (CSEC) Services: Reflects carryover funding for CSEC program services. (4-VOTES)	524,000	--	--	524,000	0.0
12. Heating, Ventilation, and Air Conditioning (HVAC) Replacement: Reflects carryover funding for a HVAC system replacement project due to project delays. (4-VOTES)	460,000	--	--	460,000	0.0
13. Intrafund Transfer Adjustment: Reflects deletion of various departmental service agreements that have ended. (3-VOTES)	(1,261,000)	(1,261,000)	--	--	0.0
14. Position Reclassifications: Reflects Board-approved position reclassifications. (3-VOTES)	--	--	--	--	0.0
Programs					
15. Adoption Services: Reflects funding for 88.0 positions to reduce caseloads for case management related work, which includes adoptive placements, adoption finalizations, court reports, and providing caregiver support throughout the adoption process. (4-VOTES)	14,935,000	--	14,935,000	--	88.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
16. Intensive Services Foster Care (ISFC) Public Model: Reflects funding for 17.0 positions to provide medically necessary and clinically appropriate services to ISFC eligible children, youth, or non-minor dependents in placements within Los Angeles County whose relatives/resource parents have opted to remain County certified resource parents. (4-VOTES)	2,906,000	--	2,906,000	--	17.0
17. Family Finding and Engagement Program: Reflects funding for 6.0 positions to support existing family finding and engagement services to increase the number of children and youth placed with relatives and non-related extended family members. (4-VOTES)	1,028,000	--	1,028,000	--	6.0
18. Emergency Child Care Bridge Program: Reflects State General Fund for additional child care vouchers, child care navigators and trauma-informed care training and coaching in order to facilitate foster care placement of children with family and non-related family members. (4-VOTES)	17,965,000	--	17,965,000	--	0.0
19. Transitional Housing Program Plus: Reflects State grant funding to assist young adults formerly in foster care or in the probation system to secure and maintain housing. (4-VOTES)	7,044,000	--	7,044,000	--	0.0
20. Flexible Family Supports Fund: Reflects State funding for services to support children and youth placed with relative or nonrelative extended family member caregivers, and resource families. Eligible services include enrichment activities, respite care and other concrete costs necessary to facilitate a placement with a relative or nonrelative extended family member. (4-VOTES)	2,535,000	--	2,535,000	--	0.0
21. Guaranteed Basic Income: Reflects funding for the expansion of Breathe, Los Angeles County's Guaranteed Basic Income Program, for Transition Aged Youth. (4-VOTES)	2,400,000	--	2,400,000	--	0.0
22. Family First Prevention Services Program: Reflects State Block Grant funding to support the implementation of evidence-based prevention services to meet the needs of children and their families before they experience circumstances that result in entry into foster care. (4-VOTES)	6,676,000	--	6,676,000	--	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
23. School Transportation Services: Reflects Los Angeles County Office of Education (LACOE) funding to cover the cost of transporting youth in foster care to school and school related activities. (4-VOTES)	900,000	--	900,000	--	0.0
24. Domestic Violence Navigators: Reflects American Rescue Plan funding for domestic violence program service navigators stationed at the Child Abuse Hotline call center.	254,000	--	254,000	--	0.0
25. CSEC Human Trafficking Prevention Campaign: Reflects Healthier Communities, Stronger Families, and Thriving Children (HST) funding for the Human Trafficking Campaign for LA County. (4-VOTES)	200,000	--	--	200,000	0.0
Total Changes	73,305,000	(1,261,000)	62,112,000	12,454,000	123.0
2023-24 Final Adopted	2,001,516,000	2,029,000	1,467,821,000	531,666,000	9,931.0

Family and Social Services
DEPARTMENT OF CHILDREN AND FAMILY SERVICES - ASSISTANCE
 Supplemental Changes
 Fiscal Year 2023-24

	2023-24 Adopted	2023-24 Final Adopted	Change
Gross Appropriation	\$1,258,476,000	\$1,293,147,000	\$34,671,000
IFT / Revenue	1,055,796,000	1,085,918,000	30,122,000
Net County Cost	202,680,000	207,229,000	4,549,000
Budgeted Positions	0.0	0.0	0.0

Changes From 2023-24 Final Changes

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2023-24 Adopted	1,258,476,000	5,800,000	1,049,996,000	202,680,000	0.0
Programs					
1. Adoption Assistance Program: Reflects an increase in appropriation, fully offset with federal revenue and State 2011 Realignment to reflect the projected increase of federally eligible cases and a decrease in the non-federally eligible caseload. (4-VOTES)	28,654,000	--	28,654,000	--	0.0
2. Promoting Safe and Stable Families - Bringing Families Home: Reflects an increase in appropriation and one-time revenue from the California Department of Social Services to provide housing support to families receiving child welfare services who are experiencing or are at risk of homelessness. (4-VOTES)	1,468,000	--	1,468,000	--	0.0
3. Promoting Safe and Stable Families - Families First Prevention Services Act (FFPSA): Reflects a carryover of prior-year one-time funding for planned prevention and other "front-end" transitional activities under FFPSA. (4-VOTES)	4,549,000	--	--	4,549,000	0.0
Total Changes	34,671,000	0	30,122,000	4,549,000	0.0
2023-24 Final Adopted	1,293,147,000	5,800,000	1,080,118,000	207,229,000	0.0



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

October 3, 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

**LOS ANGELES COUNTY COMMERCIAL SEXUALLY EXPLOITED CHILDREN
STEERING COMMITTEE REPORT**

The last report to the Board was provided on April 4, 2023. The current Commercially Sexually Exploited Children (CSEC) Steering Committee report will cover the following updates:

- 1) CSEC Strategic Plan Development
- 2) Law Enforcement First Responder Protocol (FRP)
- 3) Safe Youth Zone (SYZ)
- 4) Victim Witness Testimony Protocol (VWTP);
- 5) Enhancing how the County combats human trafficking (human trafficking campaign)
- 6) Advocacy Services for Youth Impacted by Commercial Exploitation
- 7) Intensive Services Foster Care (ISFC) Housing for Children and Youth Impacted by Commercial Sexual Exploitation (CSE)
- 8) Human Trafficking Training
- 9) Healthier Communities, Stronger Families, Thriving Children (HST) Budget

Strategic Plan to Address the Commercial Exploitation of Children

The development of an outcome-oriented, five-year Los Angeles County Strategic Plan to Address Child Trafficking is expected to be completed by Spring, 2024. The Department of Children and Family Services (DCFS), County Counsel and the Chief Executive Officer (CEO) have been working towards finalizing a Delegated Authority Agreement (DAA) for Consulting Services with the National Center for Youth Law (NCYL) in order to receive assistance in the development of a new strategic plan. Negotiations around confidentiality requirements were agreed upon on

"To Enrich Lives Through Effective and Caring Service"

August 10, 2023, and the final draft was submitted to the CEO's on August 11, 2023, for final review. Through the lens of its expertise in child trafficking, NCYL will project manage its objectives, provide technical and administrative support to the County in meeting the purpose and objectives of the DAA, and ensure that Lived Experience Experts and other key stakeholder feedback is incorporated into the development of the Los Angeles County Strategic Plan to Address Child Trafficking.

First Responder's Protocol (FRP)

The Los Angeles County Law Enforcement First Responder's Protocol for CSEC was first launched in 2014, with the goal of ensuring that when youth are identified as experiencing or at-risk of CSE, law enforcement, county agencies, and community-based advocates provide quick, coordinated, service-based responses. Since implementation of the protocol on August 14, 2014 through July 24, 2023, there have been 1,228 recoveries of youth impacted by CSE, 26 of whom were recovered since the last report to the Board in April 2023. Of the 26 youth recovered since the last report, 16 had an open DCFS case, six were residents from outside of the County of Los Angeles, and four had prior DCFS history. In addition, at the time of recovery, 12 youth were living at home and 14 were missing from foster care. Of the 26 total recoveries, 19 recoveries came from the Los Angeles Police Department, five from Los Angeles Sheriff's Department (LASD), and two from the Pomona Police Department.

FRP Expansion Efforts

FRP expansion efforts have been a success. Since the last report to the Board, El Segundo Police Department (ESPD) and Bell Gardens Police Department (BGPD) have agreed to join as a FRP partner. ESPD signed the FRP Operational Agreement on March 8, 2023, and BGPD signed on August 10, 2023. LASD, DCFS, and Probation provided FRP trainings to ESPD on April 14, April 19, April 25, and May 2, 2023. DCFS will train BGPD on the following dates in September 2023: September 8, 13, 22 and 24.

The FRP Operational Agreement was renewed and sent to all parties of the FRP Agreement on March 7, 2023, as the previous FRP agreement expired on March 1, 2023. Signatories of the FRP agreement include all current and new FRP law enforcement partners (LASD, LAPD, contracted CSEC Advocacy agencies Saving Innocence and ZOE International, DCFS, Probation, and Department of Health Services (DHS). Thus far, all parties except LAPD, Long Beach Police Department, Inglewood Police Department, and Hawthorne Police Department have signed. Efforts are being made to secure the signatures.

Safe Youth Zone (SYZ)

On June 9, 2020, the Board approved expansion of the existing SYZ initiative to various law enforcement agencies, medical centers and medical facilities, and other County Departments. SYZ provides a network of temporary havens for any youth who faces a potentially threatening situation and needs a safe place to go, particularly those in danger from commercial exploitation and other forms of abuse. These youth often have no place to go for assistance and are at risk of returning to unsafe spaces, traffickers, or other situations where they may be subjected to more abuse, neglect, and exploitation. In order for an agency to be considered a “SYZ”, agencies must complete the board mandated SYZ training, establish an agency specific SYZ protocol and quick reference guide, as well as post SYZ posters/placards that are visible to the public.

As reported in the last report to the Board, phase one implementation of the SYZ initiative began on March 15, 2022, with Probation, DCFS, LASD, DHS, Department of Public Health (DPH), and Department of Mental Health (DMH), including DMH operated community mental health sites. All Phase I agencies, except DPH, have fully implemented the SYZ. DPH is working on detailing policy to provide more specific direction to staff on the SYZ protocol and is in the process of identifying all locations for placement of posters and placards. DPH’s target goal for completion has been pushed back from June 2023, to September 2023.

Phase II, which began in May 2022, includes expanding the SYZ to the Department of Public Social Services (DPSS), Los Angeles County Fire Department (LACoFD), and Los Angeles County Office of Education (LACOE). DPSS has completed implementation, LACoFD is partially implemented, and LACOE is in its early stages of development.

DPSS developed the protocol and Quick Reference Guide, identified SYZ liaisons, and had a questions and answers session with staff to prepare them. In addition, DPSS’ Media & Communications section developed a marketing plan to put on all social media platforms, including office lobby monitors.

LACoFD has distributed the SYZ placards to all fire stations to have affixed to the buildings along with a directive sent out to all personnel regarding the SYZ training mandate. LACoFD also developed a briefing, which was disseminated to all fire personnel.

LACOE is currently meeting with the SYZ subcommittee to identify strategies for implementation activities for Los Angeles County school districts. An updated report on identified strategies will be provided on the next report.

Table 1: A snapshot of the status of SYZ implementation for agencies in Phase I and II:

Department	Policy/Protocol	Quick Reference Guide	Placards/Posters placed	SYZ Training Compliance
Phase I agencies:				
Probation	Completed	Completed	Completed	84%
DCFS	Completed	Completed	Completed	91%
DMH	Completed	Completed	Completed	93%
DHS	Completed	Completed	Completed	83%
DPH	Not Completed	Completed	Not Completed	94%
LASD	Completed	N/A	Completed	62%
Phase II agencies:				
DPSS	Completed	Completed	Completed	92%
LA County Fire Dept.	Not completed	Not completed	Completed	80%
LACOE	Not complete	Not complete	Not complete	No data

A progress update towards full implementation for all agencies pending completion will be provided on the next CSEC Steering Committee Report.

Victim Witness Testimony Protocol (VWTP)

The VWTP workgroup, with support from the NCYL, has worked diligently over the past seven years to develop this protocol to ensure that youth who are called to testify as witnesses in adult criminal proceedings, have the services and support they need to avoid re-traumatization and aid in the successful prosecution of exploiters.

On March 6, 2023, the VWTP Operational Agreement was sent out to all parties involved with the protocol for signature. Parties to the protocol include the District

Attorney's Office, DCFS, Probation, DMH, Children's Law Center, and the two community advocacy agencies, Saving Innocence and ZOE International. The VWTP was officially launched on April 15, 2023.

The VWTP committee continues to meet on a regular basis to monitor implementation, discuss any challenges that may arise, identify resources needed, collect data to determine protocol fidelity, and celebrate successes.

Enhancing How the County Combats Human Trafficking – Los Angeles County's Human Trafficking Campaign

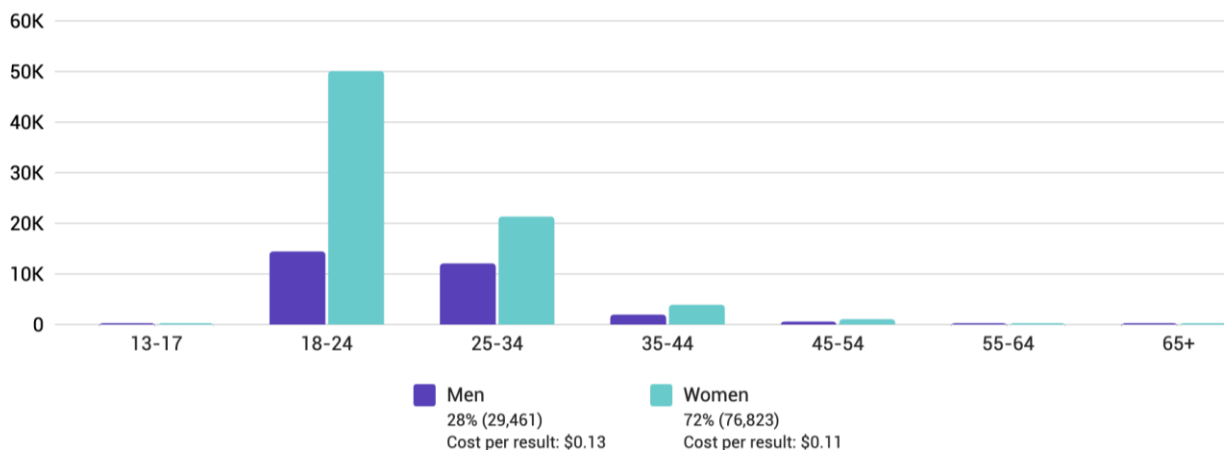
On January 25, 2022, the Board approved a motion by Supervisor Holly J. Mitchell and Hilda L. Solis, that the CSEC Steering Committee report back on a number of directives, including: coordinating with the CEO to leverage the CEO's Master Service Agreement for Communications Consultants to identify and execute an agreement with a Communications Consultant; and to produce a social media toolkit and informational campaign that will educate parents, teachers, and youth adjacent professionals. Regarding this directive, Probation collaborated with the CEO's office on the release of a work order solicitation, which was released on September 29, 2022, and the work order was executed December 1, 2022, with Wicked Bionic, a limited liability company (LLC). From December 1, 2022 through May 2023, Wicked Bionic LLC gathered extensive data, held focus groups, produced a research summary report, media plan, and created content development that included 12 social media posts, three 30-second radio advertisements, and seven 90-second public service announcement videos. It was decided by the Board to continue business with Wicked Bionic LLC in order to launch and manage a nine-month human trafficking campaign. A DAA was developed by the CEO's Contracts Division in order to provide the County with the ability to execute the campaign across various platforms. The DAA was executed on May 25, 2023, and the Human Trafficking Campaign officially launched on June 1, 2023.

The title of the campaign is the "Know to Say No" Child Trafficking Prevention Campaign, which is a community driven effort to prevent human trafficking in Los Angeles County. Through education, awareness, and advocacy, the campaign aims to empower parents, teachers, youth and the community at large, to recognize the signs and risks associated with human trafficking; learn what they can do to prevent it; receive assistance when they suspect or know that a child is a possible victim; and also learn about important ways to take action to fight against human trafficking in LA County. The campaign's website address is KnowToSayNo.com. On this website, there is a social media toolkit that includes videos, banners, and display ads.

Key Highlights of the Campaign thus far:

- The campaigns have been running for nearly two and a half months and are generating a strong sense of visibility within local communities.
- The campaign thus far has been a great success. There has been over 87,400 unique visitors and over 102,000 views to the website of community members looking to learn more about the signs and the prevention of human trafficking.
- Out-of-home impressions are projected to be 15,400,000, and have reached over 3,450,000, LA County individuals. While these ads are focused on driving traffic to the website for more information, a great indicator of their level of engagement is that the ads have generated nearly 180 quick response (QR) code scans to learn more; QR codes are not a primary driver of traffic, so these numbers, though small, are great indicators of a high level of engagement. Interestingly, the 'Free Vacation' Bus shelter has collected the most out-of-home QR code scans.
- There have been over 2,470,000 social media impressions, which have generated over 85,400 clicks. The most popular video in the collection is the 'To My Friends' ad, which has brought over 42,000 visitors to the landing page and collected over 48,000 views alone. This video, which targets youth, is a good sign that we are reaching the right individuals.
- On Meta (technology company) platforms we are able to collect and report on demographics. In terms of engagement this campaign has been particularly effective at engaging people 18-24 years old as well as individuals 25-34 years old, with 28% male and 72% female engagement overall (Table 2).

Table 2. Age and Gender Distribution



- Over 307,000 radio impressions and over 749,000 digital placement impressions from Tinder and Grindr (dating applications) wrap the performance of this campaign.

LA County Human Trafficking Campaign - Next steps:

1. For the upcoming months, Wicked Bionic LLC will continue to optimize media placements based on performance, including but not limited to out-of-home, digital/social media, and radio.
2. For out-of-home placements, Metro Rail ads will be leveraged from August 2023, to October 2023, and Bus Shelters from September 2023, to November 2023. As kids are headed back to school in August, reaching them as they travel to and from school is crucial; rail and shelter placements have been chosen that most closely align with these routes.
3. For digital/social media placements, we will continue to use Meta, Google, and (technology company) TikTok (social media website/application) ads, which have been generating a steady number of impressions and engagement to the website.
4. Dating application placements like Tinder and Grindr will continue to be utilized to get videos and static ads across to a larger audience of youth and adults in key applications where they are targeted by traffickers.

5. For radio placements, Wicked Bionic LLC will continue to find popular and diverse radio stations, including iHeart, KBLA 1580 AM, and So Cal Sound 88.5. We will also take advantage of digital radio, which reaches a younger audience, including Spotify Streaming and AudioGo.

CSEC Advocacy Services

On September 24, 2019, through a Request for Proposals (RFP) process, DCFS awarded advocacy contracts to Saving Innocence and ZOE International to increase capacity and expand services to those who are not only confirmed victims of CSEC, but also to those who are at risk of CSE under DCFS and Probation jurisdiction. The contracted advocacy agencies provide services to children and youth up to the age of twenty-one years old who are either at risk or victims of CSE. Since the start of the new contract, there have been 735 CSEC Advocacy Services referrals made as of August 10, 2023, with an average of 16 referrals completed each month from October 1, 2019 through July 2023. There are 107 active CSEC Advocacy cases as of August 14, 2023.

2023 Youth Empowerment Conference

The Youth Empowerment Planning Committee, comprised of DCFS, Probation, Saving Innocence, ZOE International, Coalition to Abolish Slavery and Trafficking (CAST), DMH, Children's Law Center, and Youth Survivors, is in the midst of planning the 12th Annual 2023 Youth Empowerment Conference, an overnight weekend event from Friday, October 6, 2023 through Sunday, October 8, 2023. The goal of the conference is to empower youth through adventure, play, the creative arts, psychoeducation, and supportive relationships amongst peers, Survivor Leaders, and adult allies. In order to help prepare youth for the conference, an Empowerment Breakfast will be held on Saturday, September 23, 2023, to provide youth with an overview and guidelines of the conference, along with keynote messages from inspirational leaders.

Parent Empowerment Program (PEP) for Parents of CSEC

The CSEC Advocacy agencies and DMH continues to provide the PEP, which is a psychoeducation and support program for parents and primary caregivers that care for youth who have been CSE. PEP is comprised of 10 sessions and equips parents and primary caregivers with information to increase their understanding of what CSE is; how and why children and youth may become victims of CSE; who are the exploiters that are victimizing children and youth; the impact of exploitation on children and their families; reasons why a child may return to their exploiter; and ways to support their children towards healing and recovery. Since the start of the Advocacy Services contract on September 24, 2019, 263 parents have registered for PEP as of July 11, 2023. Since

LA County launched PEP on June 8, 2018, there have been a total of 25 PEP Cohorts completed, with the 26th cohort starting on August 28, 2023. PEP classes continue to be facilitated by a clinician and a Parent Advocate. Parents continue to report in their evaluation surveys that they find the classes to be valuable and have a greater understanding of their child's needs, and feel more supported by participating in PEP.

PEP Support Group

DMH is currently working on expanding the support being provided to families and caregivers who have graduated from PEP, by establishing DMH's pilot CSEC Parent Support Group. The pilot will support parents and caregivers who have graduated from PEP, providing additional psychoeducation on CSEC and ongoing case plan advocacy for those who still have an open case with DCFS. DMH's Parent Support Group will be facilitated by DMH directly operated and subcontracted providers in collaboration with CSEC informed Lived Experience Experts.

DMH's Parent Support Group will be a space for families and caregivers who have graduated from PEP to receive support from DMH Clinical Staff and CSEC informed Lived Experience Experts. The goal of the DMH Parent Support Group is to continue to provide an array of services and supports, including, but not limited to: Safety Planning and linkage to DMH Mental Health Services, CSEC Advocacy, Intensive Case Management, and Engagement of Youth and Their Families.

Parents and caregivers will learn and talk about the following in a supportive environment:

- How does CSE impact youth/children and the family?
- How can I take care of myself and my whole family during this difficult time?
- How can I best support my child and what are some ways to help my child heal and recover?
- Resources in the community that are available to support you and your family.

DMH will examine DMH contracted providers to assess their level of CSEC competency, willingness, and ability to conduct this group after the pilots launch this Fall, 2023.

Request for Proposal (RFP) for Advocacy Services for Youth Impacted by Commercial Exploitation

A new RFP for Advocacy Services for Youth Impacted by Commercial Exploitation was released on May 5, 2022, and proposals were due June 28, 2022. Tentative selection letters to new contractors and non-selection notices to the current CSEC Advocacy Services contractors were provided on November 15, 2022. Two proposers submitted a Proposer's Contractor Selection Review (PCSR) request. The PCSRs were conducted by personnel that were not involved in the solicitation process. The reviewers of the PCSRs determined that all assertions were unfounded. The two proposers requested a County Independent Review, in which an independent reviewer found the proposer's assertions to have no merit.

Due to the delays caused by the appeals process, DCFS executed a three-month Advocacy Services extension to cover July 2023 through September 2023, to allow time for the RFP to be completed, along with a six month-to-month transition extension from October 2023 through March 2024, to ensure a smooth transition of services to new contract providers. On September 12, 2023, DCFS will be requesting approval from the Board to execute the new Advocacy Services contracts with Optimist and Vista del Mar with an execution date of October 1, 2023.

A transition plan has been developed in order to ensure youth continue to receive the services and supports they need. Each youth will be assessed to determine the best course of action, with the options for youth to remain with their current service providers until they graduate or exit the program, or transfer to one of the new contracted providers. Various factors will be weighed to determine the best course of action, including, but not limited to, attachment to current Advocate, level of stability and risk level, and level of program engagement by youth.

Intensive Services Foster Care (ISFC) - Foster Family Agency (FFA) for Children with Serious Emotional Behavioral Needs Impacted by Commercial Sexual Exploitation (CSE)

On September 15, 2020, Supervisors Kathryn Barger and Sheila Kuehl moved that the Office of Child Protection (OCP), in collaboration with DCFS and Probation, conduct an expedited solicitation to vendors with known CSEC expertise to increase the number of home-based placement options available for exploited children and youth.

OCP, in collaboration with DCFS, DMH, and Probation, prepared a Request for Statement of Qualifications (RFSQ) to establish a contract(s) for an ISFC Program – FFA for Children with Serious Emotional Behavioral Needs Impacted by CSE. The RFSQ was officially released on May 9, 2022, by the OCP. Five agencies applied, and four met the minimum requirements. The OCP submitted the documents for ISFC-FFA-

CSEC to DCFS on September 9, 2022. The DCFS Contracts Administration Division has worked with the selected contractor(s) to collect missing pertinent documents in order to launch the final packet of documents for final review by DCFS and DMH and internal clearance and signatures from the DCFS Director and the Chief Probation Officer. The previous contract execution target date was set for September 19, 2022; however, this date has been extended to October 2023, for two of the four selected contractors who have all documents submitted and is in circulation for signatures in order to execute the new contracts. DCFS is pending the receipt of the ISFC CSEC Addendums from two agencies; once they are received, they will also be reviewed and prepared for execution.

Human Trafficking Training

On September 15, 2020, Supervisors Kathryn Barger and Sheila Kuehl moved that the OCP, in collaboration with DCFS and Probation, conduct an expedited solicitation to vendors with known CSEC expertise to provide training to community members, service providers, DCFS, Probation, Sheriff, other departments, other law enforcement agencies, and any other external partners as a means of prevention and treatment for the CSEC population.

OCP released a RFP on December 10, 2020. As a result of the RFP process, the CAST was selected and the contract was executed on May 1, 2021. The term of this contract is three contract years, with the first year starting from May 1, 2021 through April 30, 2022. The County has the sole option to extend this contract term for up to two additional one-year periods, for a maximum total contract term of five years. Each such extension option may be exercised at the sole discretion of the DCFS Director or his designee through a written notice, as authorized by the Board of Supervisors.

The Maximum Contract Sum of the training contract is \$1,000,000.00 (approximately \$333,333.00 per contract year) for the term of this contract, funded 100% by HST funds provided by the County.

Since the Human Trafficking training contracts have been implemented on May 1, 2021 through the end of the second contract year on April 30, 2023, there have been a total of 9,185, people trained among a total of 25 different type of trainings and 109 classes.

Below is an overview of who participates in the Human Trafficking trainings that are free for county and community partners, as well as residents.

Human Trafficking Training Registrants by Discipline and Contract Year		
Registrant Type	Contract Year 1 (May 2021-April 2022) (N=5,503)	Contract Year 2 (May 2022-April 2023) (N=6,386)
DCFS	18.5%	15%
Probation	10.5%	3.7%
DMH	18.8%	16.2%
Foster Care Providers	16.2%	16.7%
Health Services	1.7%	1.9%
Public Health	3.8%	5.3%
Education	1.6%	3.2%
Law Enforcement	No data	.6%
Legal Services	2.1%	4.4%
Youth	1.5%	1.5%
Parents	No data	.6%
Substance Abuse Providers	No data	.3%
Community-Based Organizations	6.8%	11.2%
Faith Based	No data	.7%
Other	6.2%	9%
Unregistered participants	12.3%	10%

Human Trafficking Training Topics by Number of Participants	
1. CSEC 101	1,866
2. Exploitation in the LGBTQ Community	670
3. Peer Recruitment	363
4. CSEC: A Clinical Perspective	661
5. Impact of Trauma on Brain Development and What To Do About it	251
6. Boys Documentary and Male Survivor Panel	384
7. Parenting in a Digital World: Social Media and Youth: Risks and Solutions (English)	1,105
8. Parenting in a Digital World: Social Media and Youth: Risks and Solutions (Spanish)	89
9. Understanding CSEC and Disabilities	230
10. CSEC and Native Communities	304

11. Introduction to Active Allyship for Transgender, non-binary, and Gender Expansive Communities	384
12. Labor Trafficking	125
13. Exploitation of Males: Factors of Resiliency for Male Survivors	990
14. Gangs and CSEC: Prevention, Intervention, and Community Based Threat Assessment	112
15. Creating Stronger Trauma Informed Caregiving Systems	500
16. Justice Systems from Young Person's Perspective	68
17. Trauma Responsive Engagement to Build Attachment	47
18. CSEC 101 for Resource Parents	39
19. CSEC 101 (Spanish)	149
20. Understanding Transitional Aged Youth and De-escalation Strategies	128
21. Trauma Informed Problem Solving with Youth	196
22. Trauma Informed Approaches to Supporting CSEC	98
23. Becoming a Trans-Ally	61
24. Gangs and Exploitation	291
25. Youth Empowerment Conference	74
TOTAL PARTICIPANTS	9,185

The third contract year began on May 1, 2023. During the third year, new trainings are being provided on evidence-based approaches, including Harm Reduction trainings and Motivational Interviewing trainings, both of which are evidence-based practices and critical to engaging and supporting youth impacted by Commercial Exploitation. In addition, a new training for medical professionals has been developed with the support of DPH, called Trauma Informed Health Care for Medical Professionals. Additional critical trainings planned includes De-escalation Strategies with Youth, and ongoing fundamental CSEC and Labor Trafficking trainings to continue the effort to bring greater awareness and understanding of the dynamics of all forms of exploitation in LA County.

Thus far, expenditures for the first two years of the training contract (May 1, 2021, through April 30, 2023) has amounted to approximately \$548,300. The third contract year began on May 1, 2023. It is projected that by the end of the third contract year on April 30, 2024, \$900,000, or 90% of the \$100,000.000 training contract budget will have been spent. The CSEC Steering Committee would like to explore additional County funds that may be available to cover the cost of an additional two years of Human

Trafficking trainings and conferences. Below is a summary of the training needs and related costs, estimated at \$301,600, to cover May 2024 through April 2025 and May 2025 through April 2026:

Training/Conference Needs	May 2024 – April 2026	Cost
Harm Reduction Trainings	Quarterly (8 trainings x \$1K)	\$8,000
Motivational Interviewing	Quarterly (8 trainings x 1K)	\$8,000
Stages of Change	Bi-annually (4 trainings x 1K)	\$4,000
Advanced Motivational Interviewing	Quarterly (8 trainings x 2K)	\$16,000
CSEC 101	Quarterly (8 trainings x 1K)	\$8,000
Labor Trafficking	Quarterly (8 trainings x 1K)	\$8,000
Social Media and Exploitation: Risks and Solutions	Quarterly (8 trainings x 1K)	\$8,000
Trauma Informed Health Care for Medical Professionals	Quarterly (8 trainings x 1K)	\$8,000
CSEC Trauma	Quarterly (8 trainings x 1K)	\$8,000
Male Exploitation	Bi-annually (4 trainings x 1K)	\$4,000
Exploitation and LGBTQ+	Bi-annually (4 trainings x 1K)	\$4,000
Youth Empowerment Conference	Annually (October 2024 and October 2025)	\$70,000
Human Trafficking Conference	Annually (January, 2025 and January, 2026)	\$60,000
Survivor Leader Engagement Training and Technical Assistance Support	Bi-annually (4 trainings x \$2,500)	\$10,000
Training Coordination	640 hours (\$75/hr)	\$48,000
Training Monitoring	340 hours (\$40/hr)	\$13,600
Total Cost		\$301,600

The Los Angeles County CSEC Steering Committee will provide the following updates in the next report scheduled for April, 2024:

- Development of the 5 Year Strategic Plan

- First Responder's Protocol
- Safe Youth Zone
- Victim Witness Testimony Protocol
- Advocacy Services for Youth Impacted by Commercial Exploitation
- Intensive Services Foster Care Housing Contracts
- Human Trafficking Campaign
- Human Trafficking Training

Should your Board have any questions or require additional information, please contact CSEC Program Administrator, Adela Estrada, at (310) 210-3835.

BTN:RC:AE:cg

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/6/2023	
BOARD MEETING DATE	10/3/2023	
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	Employment and Life Readiness 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: The RightWay Foundation (RWF) has been providing services since October 21, 2018, and the current contract will expire on October 22, 2023. During this contract term, the RWF has proven to be an excellent partner in serving transition age youth (TAY) in South Los Angeles. Their assistance in reducing social isolation, mental health support, paid work experience, and housing linkage has been invaluable. There are no other organizations in the County that provide life readiness services with a key focus on addressing the trauma and life experiences that TAY have experienced.	
DEADLINES/ TIME CONSTRAINTS	The current Sole Source Contract will expire October 22, 2023. The new contract is anticipated to begin October 23, 2023.	
COST & FUNDING	Total cost: \$675,000	Funding source: 100 percent County Children's Trust Fund [Assembly Bill (AB) 2994)] funds The term of the contract will be for three years effective October 23, 2023 through October 22, 2026, with two one-year options to extend. The Maximum Contract Amount is \$135,000 per year, using 100 percent AB 2994 funds. There is no fiscal impact to the County. AB 2994 funds stem from birth certificate surcharge funds deposited into the County Children's Trust Fund. Funding is available in the Fiscal Year 2023-2024 Budget and sufficient funds remain in the Children's Trust Fund to fund this program for the next three years.
PURPOSE OF REQUEST	DCFS requests your Board's approval to execute new contracts to provide Employment and Life Readiness Services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	AB 2994/Imbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, nonprofit organizations. AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate be paid to a County Children's Trust Fund.	

	<p>Welfare and Institutions Code section 18967 directs the designated multi-disciplinary child abuse council in each County to develop and recommend funding priorities for the Children's Trust Fund to the Board of Supervisors. The Inter-Agency Council on Child Abuse and Neglect (ICAN) is the designated child abuse council in Los Angeles County. Former foster youth are more likely to be unemployed and they typically earn less than their peers in the general population. Last year, findings from a University of Chicago longitudinal study of California foster youth found that at age 23, two years after leaving government care, more than 40% were unemployed. Just under 60% of the young people in the study had an annual income below the federal poverty level. The Employment and Life Readiness Program's targets population includes current and former transition-age foster youth (ages 18-24) and the geographic area served is Los Angeles countywide with a primary focus on South-Central and East Los Angeles. It provides workforce development services, mental health services, financial literacy, case management, supportive services, housing services and alumni events (e.g., holiday celebrations, social events, and outings).</p>
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 No. 3: Child Welfare Will improve the livelihoods of children/youth. Board Priority No. 9: Poverty Alleviation The Employment and Life Readiness Services will aim to combat poverty by providing assistance with alleviating barriers to employment; youth may engage in the workforce and be able to provide for themselves after they leave care.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Leticia Torres-Ibarra, Contracts Administration Division Manager (213) 371-6297. torrel@dcfs.lacounty.gov

INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



COUNCIL MEMBERS

GEORGE GASCON
District Attorney
Policy Committee Co-Chairperson

ROBERT LUNA
Sheriff, Los Angeles County Sheriff's Department
Policy Committee Co-Chairperson

KATHLEEN ALLISON
Secretary, California Department of
Corrections and Rehabilitation

AKEMI D. ARAKAKI
Presiding Judge, Juvenile Court

ROB BONTA
California Attorney General

DAVID CARROLL
Director, Department of Youth Development

ALBERTO M. CARVALHO
Superintendent, LA Unified School District

JACKIE CONTRERAS, PH.D.
Interim Director, Public Social Services

FESIA DAVENPORT
Chief Executive Officer

DEBRA DUARDO, MSW, Ed.D.
Superintendent, Office of Education

E. MARTIN ESTRADA
United States Attorney

SCOTT FAIRFIELD
President, Police Chiefs Association
Chief, Bell Gardens Police Department

HYDEE FELDSTEIN SOTO
Los Angeles City Attorney

BARBARA FERRER, PH.D., MPH, MEd
Director, Department of Public Health

NORMA E. GARCIA
Director, Parks and Recreation

RICARDO D. GARCIA
Public Defender

CHRISTINA GHALLY, MD
Director, Health Services

DAWYN R. HARRISON
Acting County Counsel

SELWYN HOLLINS
Director, Internal Services

KIM JOHNSON
Director, California Department of Social Services

THOMAS LEE
Appointee, Board of Supervisors

ANTHONY C MARRONE
Interim Fire Chief, Forester and Fire Warden

MICHEL MOORE
Chief, Los Angeles Police Department

BRANDON NICHOLS
Director, Children and Family Services

FRANCE NUYEN
Appointee, Board of Supervisors

SKYE PATRICK
County Librarian, Public Library

CHARLES ROBBINS
Appointee, Board of Supervisors

EMILIO SALAS
Executive Director, Los Angeles County
Development Authority

DAVID SLAYTON
Executive Officer/Clerk, Superior Court

OTTO SOLORZANO
Acting Director, Workforce Development, Aging
and Community Services

ODEY C. UPKO, MD
Chief Medical Examiner-Coroner

LILIA A. VARGAS
Appointee, Board of Supervisors

GUILLERMO VIERA ROSA
Interim Chief Probation Officer

CLAUDIA WANG, MD
UCLA Health System SCAN Team

LISA H. WONG, PSY.D.
Interim Director, Mental Health

October 3, 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 CONTRACT WITH THE RIGHTWAYFOUNDATION FOR THE EMPLOYMENT AND LIFE READINESS PROGRAM FOR CURRENT OR FORMER FOSTER TRANSITION-AGE YOUTH

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Inter-Agency Council on Child Abuse and Neglect (ICAN) requests the Board's approval to execute a contract with the RightWay Foundation (RWF) for the Employment and Life Readiness Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or designee, to execute a contract substantially similar to Attachment A, with the RWF for the provision of its flagship Employment and Life Readiness Program for current or former foster Transition-Age youth (TAY). The term of the contract will be for three years effective October 23, 2023 through October 22, 2026, with two one-year options to extend. The Maximum Annual Contract Amount is \$135,000, financed using 100 percent Assembly Bill (AB) 2994 funds deposited in the Children's Trust Funds. The options to extend will be exercised by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS notifies the Board and the Chief Executive Office (CEO), in writing, within ten business days of execution.

4024 N. DUFFEE AVENUE
EL MONTE, CA 91732
(626) 455-4585
Email: ican@lacounty.gov

DEANNE TILTON DUFFEE
Executive Director

2. Delegate authority to the DCFS Director, or designee, to execute amendments to the contract to change terms and conditions, if necessary, to accommodate unanticipated changes in service needs and to increase or decrease the contract amount not to exceed ten percent of the Annual Contract Amount, provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to executing such amendments; and c) the Director of DCFS notifies the Board and the CEO, in writing, within ten business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to amend the contract for programmatic changes to the Statement of Work, and any of its Exhibits, provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendments; and c) the Director of DCFS notifies the Board and CEO, in writing, within ten business days of execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default by written notice of amendment, provided that: a) County Counsel approval is obtained prior to execution of such written notice or amendment, and b) the Director of DCFS notifies the Board and CEO, in writing, within ten business days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The 2019 Greater Los Angeles Homeless Count demographic survey administered by the Los Angeles Homeless Services Authority (LAHSA) found that about one-third of young people (ages 18-24) experiencing homelessness had exited the foster care system (LAHSA, 2019). Fifteen percent of adults (over age 24) experiencing homelessness had at one point been in the foster care system. The LAHSA survey also found racial disparities in foster care system involvement among the homeless in Los Angeles. Additionally, 34% of Black youth and 44% of Hispanic youth experiencing homelessness have past foster-care experience, compared to just 16% of White youth (LAHSA, 2019).

Additionally, former foster youth are more likely to be unemployed, and they typically earn less than their peers in the general population. Last year, findings from a University of Chicago longitudinal study of California foster youth found that at age 23, two years after leaving government care, more than 40% were unemployed. Just under 60% of the young people in the study had an annual income below the Federal poverty level.

The Employment and Life Readiness Program's target population includes current and former foster TAY (ages 18-24) and the geographic area served is



Los Angeles countywide with a primary focus on South Los Angeles and East Los Angeles. The program provides workforce development services, mental health services, financial literacy, case management, supportive services, housing services and alumni events (e.g., holiday celebrations, social events, and outings).

The RWF has been providing services since October 21, 2018, and the current contract will expire on October 22, 2023. During this contract term, the RWF has proven to be an excellent partner in serving TAY in South Los Angeles. Their assistance in reducing social isolation, mental health support, paid work experience and housing linkage has been invaluable.

Outcome data for the last year shows that:

- 56 youth have completed Operation Emancipation.
- 70% of youth have employment/internship.
- 95% of youth have received case management, one-on-one job coaching, and/or mental health/emotional support.

The contract will provide the following supportive services: employment services (one-on-one job coaching and linkages to employment opportunities), mental health services/emotional support (individual and group therapy), case management, parenting support and education, financial literacy, financial coaching and housing.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal I: Make Investments that Transform Lives; Strategy I.1: Increase Our and Focus on Preventive Initiatives, Implement practices to increase 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; Goal II: Foster Vibrant and Resilient Communities; and Strategy II.2: Support the Wellness of our Communities.

The RWF program also is specifically designed to support Strategy I.2.4: Support Job Readiness and Increase Employment Opportunities for Youth Served by the County.

FISCAL IMPACT/FINANCING

The term of the contract will be for three years effective October 23, 2023 through October 22, 2026, with two one-year options to extend. The Maximum Annual Contract Amount is \$135,000, using 100 percent AB 2994 funds.

There is no fiscal impact to the County. AB 2994 funds stem from birth certificate surcharge funds deposited into the County Children's Trust Fund. Funding is



available in the Fiscal Year 2023-2024 Budget and sufficient funds remain in the Children's Trust Fund to fund this program for the next three years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1982, the Governor of California signed two bills into law, aimed at preventing and treating child abuse and neglect. The first bill, AB 1733/Papan (Chapter 1398, Statutes of 1982), authorized the allocation of State funding to counties for child abuse prevention and intervention services offered by public and private, non-profit agencies.

The second law, AB 2994/Imbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, nonprofit organizations. AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate be paid to a County Children's Trust Fund.

Welfare and Institutions Code section 18967 directs the designated multi-disciplinary child abuse council in each County to develop and recommend funding priorities for the Children's Trust Fund to the Board of Supervisors. The ICAN is the designated child abuse council in Los Angeles County.

County Counsel and the CEO have reviewed the Board letter. County Counsel has approved the Amendment (Attachment A), as to form. CEO has approved the Sole Source Checklist (Attachment C).

CONTRACT PROCESS

ICAN formed a special ad hoc group comprised of members of numerous County agencies to review and evaluate the proposal for this program and proposed contract. During the extensive discussion, suggestions to clarify and improve the proposal were made. Additionally, ad hoc participants completed a uniform scoring document, which was reviewed by ICAN and confirmed the group's endorsement of the program for funding.

As the designated child abuse council in Los Angeles County, ICAN is responsible for making recommendations to the Board of Supervisors of child abuse and neglect prevention and intervention programs operated by private non-profit organizations or public institutions to receive funding through AB 2994. DCFS Contracts Administration Division is responsible for administering the contracts between the County and the private, non-profit community-based agencies providing specialized services funded by the Children's Trust Fund.

On May 25, 2023, a Notice of Intent (Attachment B) was sent to the Board to provide notice that DCFS intended to negotiate a contract with RWF.



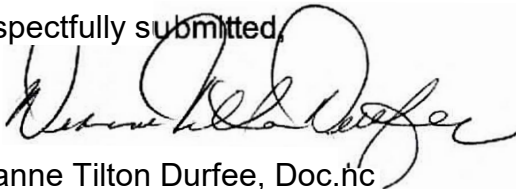
IMPACT ON CURRENT SERVICES

Approval of the recommendations will allow the RWF to provide specialized services to current and former foster TAY. The youth are still in need of intensive supportive services to reach their goals for self-sufficiency and consistent employment. Services are also needed to help the youth address their trauma and life experiences, which have affected their ability to become independent of County systems. The services offered by the RWF provide the structure and support the youth need to maintain employment, housing and become independent and self-sufficient members of society. The services meet needs that would otherwise not be addressed.

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 and the County of Los Angeles Inter-Agency Council on Child Abuse and Neglect.

Respectfully submitted,



Deanne Tilton Durfee, Doc.hc
Executive Director
Inter-Agency Council on Child Abuse and Neglect

DTD:es

Attachment

c: District Attorney George Gascon, ICAN Co-Chairperson
Sheriff Robert Luna, ICAN Co-Chairperson
Fesia Davenport, Chief Executive Officer
Brandon T. Nichols, Director, DCFS
Children's Board Deputies
Dawyn R. Harrison, County Counsel
Celia Zavala, Executive Officer, Board of Supervisors





SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

EMPLOYMENT AND LIFE READINESS SERVICES

CONTRACT NUMBER XX-XX-XXXX

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EMPLOYMENT AND LIFE READINESS SERVICES**

TABLE OF CONTENTS

Section Number and Title	Page
RECITALS	1
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM	3
3.0 CONTRACT SUM	4
4.0 INSURANCE REQUIREMENTS	5
5.0 INVOICES AND PAYMENTS	10
6.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	13
7.0 ADMINISTRATION OF CONTRACT – COUNTY	14
8.0 AMERICANS WITH DISABILITIES ACT (ADA)	14
9.0 BACKGROUND AND SECURITY INVESTIGATIONS	14
10.0 CHANGES AND AMENDMENTS	16
11.0 CHILD ABUSE PREVENTION REPORTING	17
12.0 COMPLIANCE WITH APPLICABLE LAWS	18
13.0 CONDUCT OF PROGRAM	19
14.0 CONFIDENTIALITY	19
15.0 INTENTIONALLY OMITTED	21
16.0 CONTRACT MANDATORY MEETINGS	21
17.0 CONTRACT MANDATORY ORIENTATION	21
18.0 CONTRACT NEGOTIATIONS	21
19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)	21
20.0 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION ..	21
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	22
22.0 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE	24
23.0 CONTRACTOR’S STAFF IDENTIFICATION	25
24.0 COUNTY’S QUALITY ASSURANCE PLAN	25

25.0	INTENTIONALLY OMITTED	25
26.0	DATA DESTRUCTION	25
28.0	EMPLOYEE BENEFITS AND TAXES	26
29.0	FIXED ASSETS	27
30.0	FORMER FOSTER YOUTH CONSIDERATION	27
31.0	FUNDING ADJUSTMENTS AND REALLOCATIONS	28
32.0	HOURS OF OPERATION	28
33.0	INDEMNIFICATION	29
34.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	29
35.0	NOTICE OF DELAYS	30
36.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	30
37.0	NOTICES	31
38.0	OFFICE LOCATION	31
39.0	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	31
40.0	PUBLIC RECORDS ACT	32
41.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
42.0	SAFELY SURRENDER BABY LAW	34
43.0	SHRED DOCUMENTS	35
44.0	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM	35
45.0	SUBCONTRACTING	36
46.0	TERMINATION FOR CONTRACTOR'S DEFAULT	37
47.0	USE OF FUNDS	39
48.0	ADDITIONAL TERMS AND CONDITIONS	39

PART II: STANDARD TERMS AND CONDITIONS.....41

1.0	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	41
2.0	AUTHORIZATION WARRANTY	41
3.0	BUDGET REDUCTIONS	42
4.0	COMPLAINTS	42
5.0	COMPLIANCE WITH CIVIL RIGHTS LAWS	43
6.0	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING	43
7.0	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES	43
8.0	COMPLIANCE WITH JURY SERVICE PROGRAM	43
9.0	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY	45

10.0	CONFLICT OF INTEREST	45
11.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT	45
12.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST	46
13.0	CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	46
14.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	46
15.0	CONTRACTOR'S WORK	47
16.0	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS.....	47
17.0	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	47
18.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	48
19.0	EVENTS OF DEFAULT	48
20.0	FAIR LABOR STANDARDS.....	49
21.0	FORCE MAJEURE	49
22.0	GOVERNING LAW, JURISDICTION, AND VENUE.....	50
23.0	INDEPENDENT CONTRACTOR STATUS	50
24.0	MOST FAVORED PUBLIC ENTITY.....	51
25.0	NON EXCLUSIVITY.....	51
26.0	NOTICE OF DISPUTE.....	51
27.0	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	51
28.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	52
29.0	PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)	52
30.0	PROPRIETARY RIGHTS.....	52
31.0	PUBLICITY	54
32.0	RECYCLED-CONTENT BOND PAPER.....	54
33.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	54
34.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ...	55
35.0	TERMINATION FOR CONVENIENCE.....	55
36.0	TERMINATION FOR IMPROPER CONSIDERATION	55
37.0	TERMINATION FOR INSOLVENCY.....	56

38.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	56
39.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS	57
40.0	TIME OFF FOR VOTING	57
41.0	VALIDITY	57
42.0	WAIVER.....	57
43.0	WARRANTY AGAINST CONTINGENT FEES.....	57
44.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION	58
45.0	WARRANTY OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	58
46.0	COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS	58

EXHIBITS

EXHIBIT A: STATEMENT OF WORK

Exhibit A-1:	Performance Requirements Summary
Exhibit A-2:	County’s Performance Outcome Measure Summary
Exhibit A-3:	Invoice
Exhibit B:	Pricing Sheet
Exhibit C:	Line-Item Budget and Budget Narrative
Exhibit D:	Contractor’s EEO Certification
Exhibit E:	County’s Administration
Exhibit F:	Contractor’s Administration
Exhibit G-1:	Contractor Acknowledgement of Confidentiality Agreement
Exhibit G-2:	Contractor Employee Acknowledgement and confidential Agreement
Exhibit G-3:	Contractor Non-Employee Acknowledgement and confidential Agreement
Exhibit H:	Jury Service Ordinance
Exhibit I:	Safely Surrender Baby
Exhibit J:	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit K:	Confidentiality of CORI Information
Exhibit L:	Charitable Contributions Certification
Exhibit M:	Internal Revenue Notice 1015
Exhibit N:	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program
Exhibit O:	Zero Tolerance Policy on Human Trafficking
Exhibit P:	Compliance with Encryption Requirements
Exhibit Q:	Information Security and Privacy Requirements

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
EMPLOYMENT AND LIFE READINESS SERVICES

The Rightway Foundation (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____, 2023, by and between

County of Los Angeles
hereinafter referred to as "County"

and

The Rightway Foundation
hereinafter referred to as "Contractor"

RECITALS

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

WHEREAS, the County of Los Angeles is designated to administer the Employment and Live Readiness Program for Transition Age Youth and Current or Former Foster Youth Services pursuant to the provisions of the Inter-Agency Council on Child Abuse and Neglect and Children's Trust Fund AB 2994; and

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

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part I, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-3, B, C, D, E, F, G-1, G-2, G-3, H, I, J, K, L, M, N, O, P, and Q set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-2, A-3, B through Q, and any attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 1.5.1 "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
 - 1.5.2 "Contract" – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - 1.5.3 "Contractor" – means the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
 - 1.5.4 "County" – means the County of Los Angeles and includes the Department of Children and Family Services.
 - 1.5.5 "County's Board of Supervisors" - means the governing body of the County of Los Angeles.

- 1.5.6 “County Program Manager” – means the County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 1.5.7 “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 1.5.8 “DCFS” - means County’s Department of Children and Family Services.
- 1.5.9 “Director” - means County’s Director of the Department of Children and Family Services or his or her authorized designee.
- 1.5.10 “Fiscal Year(s)” - means the 12-month period beginning July 1st and ending the following June 30th.
- 1.5.11 “Maximum Contract Sum” - means the total amount the Contractor is eligible to be paid, if the rendered services are in adherence to this contract.
- 1.5.12 “Maximum Annual Contract Sum” – means the total amount within the 12-month term that the Contractor is eligible to be paid, if rendered services are in adherence to this contract. Any unspent sum will not be eligible to be transferred to the next optional extended term if term is exercised unless otherwise amended due to state’s reallocation from the prior fiscal year.
- 1.5.13 “Statement of Work - means the work to be performed by Contractor listed in Exhibit A.
- 1.5.14 “Subcontract” – means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 1.5.15 Refer to Exhibit Q for additional Applicable Defined Terms.

2.0 TERM

- 2.1 The term of this Contract will be for three years, effective October 23, 2023, through October 22, 2026, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one (1) year periods. Each extension option shall be exercised at the sole discretion of the Director, by written notice or

amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension.

- 2.3 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.
- 2.4 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 2.5 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to the County Program Manager.
- 2.6 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor, for a period not to exceed six (6) months beyond the three (3) year term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, provided SB 855 funding is available.

3.0 CONTRACT SUM

- 3.1 The parties agree that the Maximum Annual Contract Amount is \$135,000 per year. The Contract term is effective October 23, 2023, through October 22, 2026, for a total Contract Sum of \$405,000 for this initial period.
- 3.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one (1) year periods. The Maximum Annual Contract Amount is \$135,000, per each option to extend. If both options to extend are exercised the Maximum Contract Sum is \$675,000.
- 3.3 County and Contractor agree that County shall compensate Contractor, in accordance with Exhibit C, Line Item Budget and Budget Narrative and.
- 3.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever, shall not occur except with the County's express written approval.

- 3.5 Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 3.6 Contractor shall maintain a system of record-keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Annual Contract Sum authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County at the address herein provided in Exhibit G, County's Administration.
- 3.7 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.
- 3.8 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 shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Part I, Section 4.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") 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.

4.1.1 Evidence of Coverage and Notice to County

1. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
2. Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
3. Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall 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.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of required endorsement shall be sent to:

ContractorInsurance@dcfs.lacounty.gov.

5. Contractor also shall 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 shall 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.

4.2 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) shall 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 shall 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 shall 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.

4.3 Cancellation of or Changes in Insurance:

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 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. 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.

4.4 Failure to Maintain Insurance:

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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.

4.5 Insurer Financial Ratings:

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

4.6 Contractor's Insurance Shall Be Primary:

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

4.7 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

4.8 Subcontractor Insurance Coverage Requirements:

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

4.9 Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall 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, or to provide a bond guaranteeing Contractor's payment of all deductibles, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

4.10 Claims Made Coverage:

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

4.11 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.

4.12 Separation of Insureds:

All liability policies shall 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.

4.13 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 shall be designated as an Additional Covered Party under any approved program.

4.14 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.

4.15 Insurance Coverage

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

4.15.2 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 shall 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.

4.15.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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.

4.16 Unique Insurance Coverage

4.16.1 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 claims and \$2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

4.16.2 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

4.16.3 Cyber Liability Insurance

4.16.3.1 Refer to Exhibit N, Number 17 for Cyber Liability Insurance requirements.

4.17 Mandatory Requirement to Register on County's Webven

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

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice

County monthly in arrears. Contractor will be compensated on a fee for service (Table A), fixed-fee (Table B), and cost-reimbursement (Table C) in accordance with the Line-Item Budget (Exhibit C). Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.

- 5.2 The Contractor shall provide the County with monthly invoices 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 shall not exceed the frequency or duration of services initially approved unless modified in writing by the County Program Manager or designee.
- 5.3 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall 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 shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 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 60 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 shall also apply to the submission of the Contractor's final invoice.
- 5.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the 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/>.
- 5.5 Contractor without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor shall request County's approval in writing for line item budget reallocations above five percent (5%) maximum, which may only be increased to a maximum of ten (10%) if such request is approved. In any event, such revisions shall not result in any increase in the Maximum Annual Contract Sum. Such requests to County shall be addressed to the County Program Manager.

- 5.6 Contractor shall 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
Attention: Accounting Services, Contract Accounting Section
510 S. Vermont Avenue, 14th floor Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Bureau of Specialized Response Services
Attention: Jenny Serrano, County Program Manager
510 S. Vermont Avenue, 14th floor Los Angeles, CA 90020

- 5.7 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS shall require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.9 Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Sum or the Maximum Contract Sum, 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 Contract Sum.
- 5.10 Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are

continuing deficiencies in Contractor's report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

- 5.11 The County Program Manager shall provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including the name of the child, the date of service, the amount of the deduction and the reason for the deduction.
- 5.12 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 shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonable withheld.
- 5.13 The County Program Manager (or designee) shall 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 shall be provided seven business days to provide any additional documentation to address the discrepancies.
- 5.14 Use of Donated Funds. Contractor shall 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 shall maintain accounting records that clearly identify the specific item, or items, service, or services, on which the donated funds were expended. The Contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall 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 D).

6.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

- 6.1 Contractor's Program Director
 - 6.1.1 Contractor's Program Director is designated in Exhibit F, Contractor's Administration. Contractor shall notify County in writing of any change in the name or address of the Contractor's Program Director.
 - 6.1.2 Contractor's Program Director shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County Program Manager on a regular basis.

6.2 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 Program Director.

7.0 ADMINISTRATION OF CONTRACT – COUNTY

7.1 A listing of all County Administration referenced in the following Sub-sections is designated in Exhibit G, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

7.2 County Program Manager

The responsibilities of the County Program Manager include:

7.2.1 To ensure that the objectives of this Contract are met;

7.2.2 To provide direction to Contractor in the areas relating to County policy, Information requirements, and procedural requirements;

7.2.3 To meet with Contractor's Program Director on a regular basis; and

7.2.4 To inspect any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

7.3 The 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.

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

8.0 AMERICANS WITH DISABILITIES ACT (ADA)

8.1 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.

9.0 BACKGROUND AND SECURITY INVESTIGATIONS

9.1 Background and security investigations of contractor's staff are required as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor. The

Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 10.1.1 through 10.1.6.3. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County. Contractor must ensure that Parent Advocates and Survivor Advocates submit a background check to Probation. DCFS will have the final authority to determine whether or not a Parent Advocate or Survivor Advocate is acceptable as a Parent Advocate or Survivor Advocate.

- 9.1.1 The Contractor shall submit the names of the Contractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or Sub-Contractor's employees. The County shall have the right to conduct background investigations of the Contractor's or Sub-Contractor's employees at any time. The Contractor's or Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.
- 9.1.2 No personnel employed by the Contractor or Sub-Contractor for this service having access to DCFS/Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 9.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from employment or continued employment of any individual performing services under this contract.
- 9.1.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.
- 9.1.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 9.1.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees, the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.
 - 9.1.6.1 Due to the COVID-19 pandemic, Contractor shall, on a temporary basis, obtain a Live Scan check through an approved private licensed entity listed in the State Attorney

General website <https://oag.ca.gov/fingerprints/locations> during the public access closure of local law enforcement agencies. The Live Scan results from a private license entity shall be shared with DCFS and Probation, and the Live Scan results must be approved by DCFS before the Contractor can hire the Advocate, Parent Advocate, or Survivor Advocate.

9.1.6.2 If Contractor is not able to secure a Live Scan check with a private licensed entity, Contractor shall notify the CPM and request CLETS approval through DCFS before hiring of Advocates, Parent Advocates, and Survivor Advocates. Live Scan shall include the DOJ requirement.

9.1.6.3 For those who submitted to a California Law Enforcement Telecommunications System (CLETS) and was approved by DCFS, Contractor shall ensure the CLETS approved new hire submit to a Live-Scan through Probation, once normal Live Scan operations at Probation resume, as specified in Subsection 10.0 Background and Security Investigation.

9.2 Refer to Exhibit Q, Number 7 for additional requirements.

10.0 CHANGES AND AMENDMENTS

10.1 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 shall be accomplished as set forth in this Section 10.0.

10.2 Except as provided in this Section 10.0, 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 shall 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.

10.2.1 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 shall not change any other term or condition of this Contract during the period of such extensions.

10.3 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 shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS.

- 10.4 The Director or his designee, may at his sole discretion, authorize extensions of time as defined in Section 3.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment or written notice to extend the Contract shall be prepared and executed by the Director.
- 10.5 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:
 - 10.5.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
 - 10.5.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
 - 10.5.3 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 Contract Sum; and
 - 10.5.4 Prior CEO approval is obtained and notice given to County Counsel.
- 10.6 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.

11.0 CHILD ABUSE PREVENTION REPORTING

- 11.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 11.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 Contractor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.
 - 12.1.1 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).
- 12.2 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 Contractor shall 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 Section 12.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by Contractor. Notwithstanding the

preceding sentence, Contractor shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall 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 shall 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.

13.0 CONDUCT OF PROGRAM

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

14.0 CONFIDENTIALITY

- 14.1 Contractor shall 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.
- 14.2 Contractor shall 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 Section 14.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall 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 shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 14.3 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services here under of the confidentiality provisions, of this contract.
- 14.4 Contractor shall sign and adhere to the provisions of Exhibit E-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 14.5 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 14.6 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 Contractor's 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.
- 14.7 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall 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.
- 14.8 Confidentiality Requirements for Probation
 - 14.8.1 By State law (California Welfare and Institutions Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the Contractor's care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.
 - 14.8.2 Employees of Contractor shall be given copies of all cited code sections, and a form to sign Exhibit K, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five business days of start of employment.
- 14.9 Refer to Exhibit Q, Number 6 for additional Confidentiality requirements.

15.0 INTENTIONALLY OMITTED

16.0 CONTRACT MANDATORY MEETINGS

- 16.1 Contractor shall attend training sessions associated with the facilitation of this program.

17.0 CONTRACT MANDATORY ORIENTATION

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

18.0 CONTRACT NEGOTIATIONS

- 12.1 Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County, DCFS, or Probation.

19.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

- 19.1 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.

- 19.2 Solicitations Where Performance History is not Scored

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.

20.0 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION

- 20.1 Data Encryption

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

- 20.2 Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, USB flash drives, external hard drives) require

encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standards (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

20.3 Transmitted Data

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

20.4 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of paragraph 20.1 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

20.5 Refer to Exhibit R for additional Storage and Transmission of County Information requirements.

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one 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.

21.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five

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

- 21.3 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.
- 21.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 21.6 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 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.

21.8 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 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 shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

21.9 These terms shall also apply to Subcontractors of County Contractors.

21.10 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-of-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>

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

22.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, 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).

23.0 CONTRACTOR'S STAFF IDENTIFICATION

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 INTENTIONALLY OMITTED

26.0 DATA DESTRUCTION

- 26.1 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 shall 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 shall 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.

26.2 Refer to Exhibit R for additional Return or Destruction of County Information requirements.

27.0 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

27.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

27.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

27.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

27.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

27.4.2 In addition to the amount described in subdivision 27.4.1 above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

28.0 EMPLOYEE BENEFITS AND TAXES

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

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

29.0 FIXED ASSETS

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

30.0 FORMER FOSTER YOUTH CONSIDERATION

- 30.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as described in Part II, Section 12.0) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

31.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

- 31.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Annual Contract Budget as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Annual Contract Budget as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Annual Contract Budget, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Annual Contract Budget, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 11.0, Changes and Amendments.
- 31.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.
- 31.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Annual Contract Budget for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Annual Contract Budget. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 11.0, Changes and Amendments.

32.0 HOURS OF OPERATION

- 32.1 The Contractor shall provide services during the COUNTY's regular business hours of Monday through Friday, from 9:00 a.m. until 5:00 p.m. Pacific Standard Time

- 32.2 The Contractor shall also be available on days and during hours that are responsive to the needs of current or former foster TAY, including but not limited to: Monday-Friday, 9:00 a.m. until 5:00 p.m. Pacific Standard Time. Youth shall also be given an emergency phone number to speak with a staff member 24 hours if needed.
- 32.3 The Contractor shall be available to respond to COUNTY inquiries and to discuss problem areas and shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract.
- 32.4 Contractor shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 32.5 Contractor shall be available via telephone at a toll free number to address emergency situations during non-business hours

33.0 INDEMNIFICATION

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

34.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 34.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall 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.
- 34.2 Contractor shall certify to, and comply with, the provisions of Exhibit H, Contractor's Equal Employment Opportunity (EEO) Certification.
- 34.3 Contractor shall 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 shall 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.

- 34.4 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.
- 34.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, 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.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this section when so requested by County.
- 34.7 If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to terminate 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 Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 34.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, 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.

35.0 NOTICE OF DELAYS

- 35.1 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 shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

36.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- 36.1 The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service's Notice 1015, attached hereto as Exhibit K.

37.0 NOTICES

- 37.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F, Contractor's Administration and Exhibit G, County's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

38.0 OFFICE LOCATION

- 38.1 Contractors shall have an administrative office headquartered in Los Angeles County. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., PST, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. The Contractor shall also have an after-hours telephone number available 24 hours a day, seven days a week for DCFS and Probation, in order to be able to receive notification of FRP recoveries, other crises situations, and urgent matters.
- 38.2 Within thirty (30) days of contract start date, Contractors shall have their required office location in place.

39.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 39.1 County shall 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, shall execute all documents necessary to assign and transfer to, and vest in the County all of 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. Notwithstanding anything to the contrary, Contractor maintains all rights, interests, and titles to its skills, know-how, methods, techniques, patents, trade secrets, proprietary and confidential information owned and/or used by Contractor to provide the Services.
- 39.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall 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.

- 39.3 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 the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 39.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 39.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under subparagraph 36.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 36.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 39.6 All the rights and obligations of this Section 36.0 shall survive the expiration or termination of this Contract.

40.0 PUBLIC RECORDS ACT

- 40.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Part I, Section 38.0, Record Retention and Inspection/Audit Settlement, of this Contract, for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall 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 of court of competent jurisdiction.
- 40.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

41.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 41.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 41.2 Contractor agrees that the County, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by Contractor at a location in Los Angeles County and shall be made available to County, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the County's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at County's sole option, Contractor shall pay County for travel per diem and other costs incurred by County in exercising its rights under this Section. Contractor shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 41.3 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 shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 41.4 Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 41.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall 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 shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 41.6 Contractor shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, Contractor shall forward copies of such reports to DCFS.

42.0 SAFELY SURRENDER BABY LAW

- 42.1 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

- 42.2 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

43.0 SHRED DOCUMENTS

- 43.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850) relating to this Contract 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.
- 43.2 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.

44.0 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

45.0 SUBCONTRACTING

- 45.1 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.
- 45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - 45.2.1 A description of the work to be performed by the subcontractor;
 - 45.2.2 A draft copy of the proposed subcontract; and
 - 45.2.3 Other pertinent information and/or certifications requested by the County.
- 45.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 45.4 The Contractor shall 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.
- 45.5 The County's consent to subcontract shall 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.
- 45.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 45.7 The Contractor shall 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.

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

45.8.1 An executed "Contractor's Employee Acknowledgement and Confidentiality Agreement" (Exhibit E-2), executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

45.8.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 4.0, Insurance Requirements, of this Contract.

45.8.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.

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

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

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

45.8.7 Refer to Exhibit Q, Number 8 for additional Subcontracting requirements.

46.0 TERMINATION FOR CONTRACTOR'S DEFAULT

46.1 County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Program Manager:

46.1.1 Contractor has materially breached this Contract;

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

or

- 46.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 46.2 In the event County terminates this Contract in whole or in part as provided in Sub-section 42.1, the County may procure, upon such terms and in such manner, as County may deem appropriate, services similar to those so terminated. Contractor shall be liable to the County for any and all excess cost incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 46.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-section 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 shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 46.4 If, after the County has given notice of termination under the provisions of this Section, it is determined by the County that the Contractor was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 35.0, Termination for Convenience.
- 46.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-section 42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the

Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Part II, Sub-section 37.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

46.5.1 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of 30.0, Indemnification.

46.6 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

47.0 USE OF FUNDS

47.1 Contractor's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR or any publication that supersedes the OMB circulars, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit J).

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

47.3 Any costs for services provided outside of the pre-approved hours in accordance with Exhibit A, Statement of Work, Scope of Work and the Summary of Budget Guidelines shall be deemed an in-kind contribution. In-kind contributions shall be provided at the expense of the Contractor and are not reimbursable.

47.3.1 Prior to the Contractor providing in-kind contributions, the Contractor shall submit a written request to the County's Program Manager requesting written consent to provide in-kind contributions.

48.0 ADDITIONAL TERMS AND CONDITIONS

48.1 For the following additional provisions, refer to Exhibit Q:

1. DEFINITIONS
2. INFORMATION SECURITY AND PRIVACY PROGRAMS
3. INTENTIONALLY OMITTED
4. CONTRACTOR'S USE OF COUNTY INFORMATION
5. SHARING COUNTY INFORMATION AND DATA
6. CONFIDENTIALTY
7. CONTRACTOR EMPLOYEES
8. SUBCONTRACTING AND THIRD PARTIES
9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION
10. RETURN OR DESTRUCTION OF COUNTY INFORMATION
11. PHYSICAL AND ENVIRONMENTAL SECURITY
12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY
13. ACCESS CONTROL
14. SECURITY AND PRIVACY INCIDENTS
15. NON-EXCLUSIVE EQUITABLE REMEDY
16. AUDIT AND INSPECTION
17. CYBER LIABILITY INSURANCE
18. PRIVACY AND SECURITY INDEMNIFICATION

ADDEDNUM A: INTENTIONALLY OMITTED

ADDENDUM B: INTENTIONALLY OMITTED

ADDEDNUM C: APPLICATION SOURCE CODE REPOSITORY

PART II: STANDARD TERMS AND CONDITIONS

1.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 1.1 The Contractor shall 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.
- 1.2 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, County consent shall 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 shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 1.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 1.4 Any assumption, assignment, delegation or takeover of any of the Contractor's duties, responsibilities, obligations or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.0 AUTHORIZATION WARRANTY

- 2.1 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.

3.0 BUDGET REDUCTIONS

- 3.1 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 shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

4.0 COMPLAINTS

- 4.1 Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.
- 4.2 Within five (5) business days after Contract effective date, Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 4.2.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 4.2.2 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 4.2.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 4.3 Contractor shall preliminarily investigate all complaints and notify the County Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 4.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 4.5 Copies of all written responses shall be sent to the County Program Manager within three (3) business days of mailing to the complainant.

5.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 5.1 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 shall, 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. Contractor shall comply with Exhibit H, Contractor's Equal Employment Opportunity (EEO) Certification.

6.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

- 6.1 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 shall 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

8.0 COMPLIANCE WITH JURY SERVICE PROGRAM

- 8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance, Exhibit I, 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, a copy of which is attached hereto and incorporated by reference into and made a part of this Contract.

- 8.2 Written Employee Jury Service Policy

- 8.2.1 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 shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 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 this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall 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 shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of this 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.
- 8.2.4 Contractor's violation of this Section of this Contract may constitute a material breach of this 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.

9.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

- 9.1 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.

10.0 CONFLICT OF INTEREST

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

11.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall 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 Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants, by job category, to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

12.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

- 12.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall 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 reemployment list during the life of this Contract.

13.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

- 14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract

maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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).

15.0 CONTRACTOR'S WORK

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

16.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

- 16.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- 16.2 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 11.0 (Changes and 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.

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

- 17.1 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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 17.2 The Contractor shall 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.

- 17.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 17.4 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), shall decide whether to approve exemption requests.

18.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 18.1 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 shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.
- 18.2 The contractor shall 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.

19.0 EVENTS OF DEFAULT

- 19.1 Default for Non-Performance

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

- 19.1.1 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

- 19.1.2 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:

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

Other Events of Default

- 19.1.2.5 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.

20.0 FAIR LABOR STANDARDS

- 20.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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.

21.0 FORCE MAJEURE

- 21.1 Neither party shall 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 sub-Paragraph as "force majeure events").

- 21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall 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 shall 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 sub-Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 21.3 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.

22.0 GOVERNING LAW, JURISDICTION, AND VENUE

- 22.1 This Contract shall 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 shall be exclusively in the County of Los Angeles.

23.0 INDEPENDENT CONTRACTOR STATUS

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

- 23.4 Contractor shall adhere to the provisions stated in Part I, Subsections 14.0 Confidentiality and 15.0 – Confidentiality Requirements for Placement Contracts.

24.0 MOST FAVORED PUBLIC ENTITY

- 24.1 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 shall be immediately extended to the County.

25.0 NON EXCLUSIVITY

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

26.0 NOTICE OF DISPUTE

- 26.1 The Contractor shall bring to the attention of the County Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

27.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 27.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 27.2 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, shall 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.

- 27.3 The Contractor shall 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.

28.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

- 28.1 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 shall 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.

29.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

- 29.1 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 shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

30.0 PROPRIETARY RIGHTS

- 30.1 County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 30.2 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with

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

- 30.3 Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 30.4 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.
- 30.5 Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Sub-section 30.4 for:
- 30.6 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 30.3;
- 30.7 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.
- 30.8 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data, and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 30.9 Contractor shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

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

30.10 Refer to Exhibit Q for additional Proprietary Rights to County Information requirements.

31.0 PUBLICITY

31.1 The Contractor shall 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 shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

31.1.1 The Contractor shall develop all publicity material in a professional manner; and

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

31.2 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 section (Publicity) shall apply.

32.0 RECYCLED-CONTENT BOND PAPER

32.1 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.

33.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

33.1 Failure of the Contractor to maintain compliance with the requirements set forth in Part II, Section 15.0, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Part I, Section 43.0, Termination for Contractor's Default," and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

35.0 TERMINATION FOR CONVENIENCE

- 35.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected 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 shall be no less than 10 days after the notice is sent.
- 35.2 After receipt of a Notice of Termination and except as otherwise directed by County, the Contractor shall:
- 35.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 35.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 35.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Part I, Section 39.0, Record Retention and Inspection/Audit Settlement.

36.0 TERMINATION FOR IMPROPER CONSIDERATION

- 36.1 The County may, by written notice to 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 shall be entitled

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

- 36.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall 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.
- 36.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

37.0 TERMINATION FOR INSOLVENCY

- 37.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 37.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;
 - 37.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 37.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 37.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 37.2 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

38.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

- 38.1 The Contractor and each County lobbyist or County lobbying firm, as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

39.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

39.1 Notwithstanding any other provision of this Contract, the County shall 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 shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

40.0 TIME OFF FOR VOTING

40.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall 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.

41.0 VALIDITY

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

42.0 WAIVER

42.1 No waiver by the County of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

43.0 WARRANTY AGAINST CONTINGENT FEES

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

43.2 For breach of this warranty, the County shall 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.

44.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

44.1 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.

45.0 WARRANTY OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

45.1 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 agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

46.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

46.1 This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall 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 Section 10.0 (Changes and 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.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT NUMBER xx-xx-xxxx

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

COUNTY OF LOS ANGELES

CONTRACTOR

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

Name of Agency

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

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

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

Chief Executive Office

Date

Sole Source Justification
Employment and Life Readiness Program
CONTRACT NUMBER 23-04-019

1. What is being requested?

A contract with the RightWay Foundation (RWF) to provide Employment and Life Readiness Services. The RWF has been providing these services since October 23, 2019 and the request is for a new Sole Source Contract with a three-year term and two one-year options to extend with a Maximum Annual Contract Amount of \$135,000.

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

The Employment and Life Readiness Services is crucial to provide workforce development services, mental health services, financial literacy, case management, supportive services, and housing services for current and former foster Transition-Age Youth (TAY). These youth are in need of intensive supportive services to reach their goals for self-sufficiency and consistent employment. Services are also needed to help the youth address their trauma and life experiences, which have affected their ability to become independent of County systems. The need for specific services for this population has long been recognized, as they do not have a natural support system in place. Its overall mission is to equip these youth to manage all aspects of daily functioning so they can obtain and maintain employment and remain on a path towards self-sufficiency. The services meet needs that would otherwise not be addressed

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

Yes, trauma-informed mental health services are the key component that can help youth come to terms with and overcome a history of trauma and can empower them to succeed not only in the workplace but also in all aspects of life. The overall vision of RWF is a better tomorrow, for every foster youth, grounded in mental health treatment and solidified through employment. The RWF's goal is to ease the transition aging out of care for foster youth across Los Angeles County, and to prepare them for the next steps in their lives. The RWF was created in response to the appalling outcomes far too many foster youth experience as they age out of foster care, such as unemployment, poverty, homelessness, and incarceration. RWF's mission is building a prosperous future with the right foundation, one foster youth at a time. The RWF vision is a better tomorrow, for every foster youth, grounded in mental health treatment and solidified through employment.

4. Have other products or vendor been considered?

There are no other organizations in the County that provide life readiness services with a key focus on addressing the trauma and life experiences that TAY have experienced.

Unfortunately, providing effective mental health services, in particular to this population, is not easily done. Complicating factors such as a therapy stigma and a foster youth's history of disappointment and trust issues makes it increasingly difficult to provide effective mental health services to this population. The RWF created a unique and holistic approach that is tailored to meet the specific development needs of foster TAY and provides an array of services under one roof. The Employment and Life Readiness Services is a cohort-based program that brings together mental health and employment staff to provide comprehensive, trauma-informed services to support foster TAY throughout job readiness training and the employment process, psychological and emotional wellness activities, and empowerment workshops, so that youth are better equipped to manage all aspects of daily functioning.

5. Will purchase of this product avoid other costs?

RWF's involvement and investment in the lives of youth improves outcomes for foster youth such as safety, mental health and wellness, higher social capital and employment rates, and lower prison and pregnancy rates. Through working with this population, RWF is aiding in the process of breaking cycles of incarceration, homelessness, and unemployment RWF services benefit the county through better outcomes for children and families serviced by the county, representing significant cost savings.

6. Is this product proprietary or available from other dealers?

No other agencies provide this unique approach to foster youth trauma and life experiences. The Employment and Life Readiness Services is a revolutionary, flagship program for foster TAY that integrates and simultaneously provides employment and mental health services. Alumni of this program will have adult supporters who are either their supervisors or industry-specific professionals that will help them plan and reach their career goals. This program builds upon the agency's existing relationships with its corporate and non-profit partners that hire RWF participants. Additionally, the organization has expertise in developing new employer relationships to recruit workplace mentors who will support the youth throughout employment. Departmental data shows that this program is working. RWF guarantees alumni a job or paid internship upon completion of the program and encourages employment retention by maintaining relationships with employers through the Executive Director and Business Development Specialist, consistent individual therapy with Clinical Youth Specialist and Director of Programs, and trauma-informed trainings for employers of youth to engage them

in aptly addressing trauma. The need in Los Angeles for employment-focused mental health services for foster TAY is greater than ever, and RWF provides services to the people most in-need in the local community.

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

NA. This type of service is not targeted to the private sector. The Employment and Life Readiness Services' funding has no fiscal impact on the County, as it is funded through Assembly Bill 2994, Children's Trust Fund which stems from birth certificate surcharge fees.

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

NA



RWF currently administers one core program, Operation Emancipation (OE). Operation Emancipation is RWF's revolutionary, flagship employment and life-readiness program for transition age foster youth that integrates and simultaneously provides employment and mental health services. The RWF OE program brings together mental health and employment staff to provide comprehensive, trauma-informed services to support foster TAY and equip them to manage all aspects of daily functioning and to maintain successful employment. OE provides workforce development services, mental health services, financial literacy services, case management services, supportive services, housing services and alumni events (e.g. holiday celebrations, social events and outings) designed to help the youth remain on a path towards self-sufficiency. RWF guarantees OE alumni a job or paid internship upon completion of the program. RWF has existing relationships with corporate and non-profit partners that hire RWF participants.

The projected contract period with RWF is for three years with the option to extend the contract for two additional one-year terms. The contract amount is \$135,000 per year, financed by using 100 percent Children's Trust Fund dollars (AB 2994). There will be no net County cost associated with the contract. The requested \$135,000 per year will be used to help fund three personnel positions: Youth Specialist/Case Manager, Business Development Specialist and Development Associate, and to pay for some of the Youth Assistance components such as employment stipends for the youth, youth activities and outings and program supplies and food.

RWF's program is specifically designed to meet the need in Los Angeles County for employment-focused mental health services for TAY. This is a unique program as there are no other agencies providing services focused on employment stability and trauma recovery. RWF has positive partnerships with numerous non-profit agencies and corporations that support its work and can testify to the distinctive success of this program.

If you have any questions or need additional information, you may contact me, or your staff may contact Edie Shulman, ICAN Assistant Director at (626) 455-4585.

DTD:es

c: Sheriff Robert Luna, ICAN Co-Chairperson
District Attorney George Gascon, ICAN Co-Chairperson
Fesia Davenport, Chief Executive Officer
Brandon Nichols, Director, Children and Family Services
Dawyn Harrison, County Counsel
Celia Zavala, Executive Officer, Board of Supervisors
Children's Board Deputies