

COUNTY OF LOS ANGELES

Family and Social Services

FESIA A. DAVENPORT
Chief Executive Officer



DATE: Wednesday November 15, 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. **Department of Public Social Services:** Recommendation to Accept Grant Funds and Enter into a Contract for the Community Services Block Grant Program,
 - b. **Auditor-Controller:** Countywide Contract Monitoring Division – Status of Fiscal Year 2023-24 Audit Plan Assignments.
- III. **Presentation/Discussion Items:**
 - a. **Department of Children and Family Services (DCFS):** Request to Approve a New Sole Source Contract with Fostering Unity for Caregiver and Youth Support Services.
 - b. **DCFS:** Request to Increase Funds Above the Ten Percent Delegated Authority to the Community Child Abuse Councils Coordination Services Contract with Children's Bureau of Southern California.
 - c. **DCFS:** Request to Approve Sole Source Amendments to Extend the Transitional Housing Program-Plus (THP-PLUS) Contracts.
 - d. **DCFS:** Request for Approval of Two New Individualized Transition Skills Program Contracts with the Community College Foundation.
- 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	11/15/2023							
BOARD MEETING DATE	12/5/2023							
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 Public Social Services							
SUBJECT	BOARD LETTER TO ACCEPT THE 2024 COMMUNITY SERVICES BLOCK GRANT FUNDING ALLOCATION AND ENTER INTO A STANDARD AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT							
PROGRAM	COMMUNITY SERVICES BLOCK GRANT							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	December 5, 2023							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$ No Net County Cost</td><td>Funding source: U.S. Department of Health and Human Services through the California Department of Community Services and Development</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: The agreement will be between the Los Angeles County Department of Public Social Services (DPSS) and the California Department of Community Services and Development (CSD), commencing January 1, through December 31, of Program Year (PY) 2024, for the provision of Community Services Block Grant (CSBG) services to low-income families and individuals. The agreement will be executed only after approval by County Counsel.</td></tr> </table>		Total cost: \$ No Net County Cost	Funding source: U.S. Department of Health and Human Services through the California Department of Community Services and Development	TERMS (if applicable):		Explanation: The agreement will be between the Los Angeles County Department of Public Social Services (DPSS) and the California Department of Community Services and Development (CSD), commencing January 1, through December 31, of Program Year (PY) 2024, for the provision of Community Services Block Grant (CSBG) services to low-income families and individuals. The agreement will be executed only after approval by County Counsel.	
Total cost: \$ No Net County Cost	Funding source: U.S. Department of Health and Human Services through the California Department of Community Services and Development							
TERMS (if applicable):								
Explanation: The agreement will be between the Los Angeles County Department of Public Social Services (DPSS) and the California Department of Community Services and Development (CSD), commencing January 1, through December 31, of Program Year (PY) 2024, for the provision of Community Services Block Grant (CSBG) services to low-income families and individuals. The agreement will be executed only after approval by County Counsel.								
PURPOSE OF REQUEST	The CSBG Program is administered by DPSS, which serves as the local Community Action Agency for the County of Los Angeles. Each calendar year, the County receives CSBG grant funding from the U.S. Department of Health and Human Services through CSD, based on the latest census data on poverty populations. To obtain CSBG funds, DPSS must execute a State Standard Agreement with CSD.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The CSBG Program assists low-income families and individuals to achieve economic self-sufficiency through a variety of services under the following six core service categories: employment services, child and family development services, emergency services, domestic violence services, legal services, and senior and/or disabled adult services. Client eligibility is based on income and residency. Currently, DPSS has executed Master Agreements with 41 Community-Based Organizations (CBOs) and Faith-Based Organizations (FBOs) for the provision of CSBG-funded services across all five Supervisorial Districts.							

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: Affordable housing and homeless services; child welfare; and human services entitlement programs. DPSS received \$6,416,507 in CSBG funds in PY 2022. DPSS executed 91 Service Requisitions with 46 CBOs and FBOs for the provision of CSBG-funded services across all five Supervisorial Districts. The outcomes in Los Angeles County were as follows: <ul style="list-style-type: none"> • Approximately 9,686 individuals, including 8,076 families, received CSBG-funded services in Los Angeles County. • 1,722 individuals/families received emergency food and/or shelter services. • 249 youth increased their academic and social skills to achieve educational success. • 1,299 individuals received professional clothing to assist in their employment search. • 366 individuals received unemployment services and obtained employment.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Daniela Berbel, Community Action Board Executive Director, (562) 908-5715, danielaberbel@dpss.lacounty.gov



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

COUNTYWIDE CONTRACT MONITORING DIVISION
WORLD TRADE CENTER
350 S. FIGUEROA STREET, 8TH FLOOR
LOS ANGELES, CALIFORNIA 90071-1304

OSCAR VALDEZ
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

**MAJIDA ADNAN
ROBERT G. CAMPBELL
CONNIE YEE**

November 6, 2023

TO: Children's Deputies

FROM: Terri Kasman, Division Chief
Countywide Contract Monitoring Division

SUBJECT: **COUNTYWIDE CONTRACT MONITORING DIVISION – STATUS OF
FISCAL YEAR 2023-24 AUDIT PLAN ASSIGNMENTS**

Attached for your review is the Auditor-Controller's Countywide Contract Monitoring Division's Status of the Fiscal Year (FY) 2023-24 Audit Plan Assignments as of November 1, 2023 (Attachment I). Our Audit Plan was received and filed by the Audit Committee on September 20, 2023, and includes the list of contractors we anticipate reviewing during FY 2023-24. This Plan was prepared in consultation with our ten client departments as well as the Los Angeles County Development Authority (LACDA), and was designed to add value by improving the effective and efficient delivery of County contractors' services.

Attachment I is a list of the FY 2023-24 Audit Plan assignments currently in progress or completed, and the next assignments we anticipate starting. This list is tentative and may be affected by auditees' availability, Board requests, or other unforeseen priorities. We will continue to work with our client departments and LACDA to ensure we have adequate resources to complete planned work. In addition, we will amend our Audit Plan when necessary and update the Audit Committee as appropriate.

If you have any questions, please contact me at tkasman@auditor.lacounty.gov, or Sandra Gomez-Diaz at sgomez-diaz@auditor.lacounty.gov.

TK:SGD:ad

Attachment

c: Oscar Valdez, Auditor-Controller
Robert G. Campbell, Assistant Auditor-Controller

**DEPARTMENT OF AUDITOR-CONTROLLER
COUNTYWIDE CONTRACT MONITORING DIVISION
STATUS OF FISCAL YEAR 2023-24 AUDIT PLAN ASSIGNMENTS AS OF 11/2/2023**

Attachment I
Page 1 of 5

TOTAL COUNT	
Completed	47
Not Started	136
In Progress	82
Total	265

#	REVIEW/ASSIGNMENT	STATUS
Aging and Disabilities Department (ADD)		
1	Master Agreement Work Order - Area Aging Agency (AAA)	Not Started
2	Master Agreement Work Order - Southeast Area Social Services Funding Authority (SASSFA) - AAA	Not Started
3	Master Agreement Work Order - AAA FY 2022-23	Not Started
4	Master Agreement Work Order - SASSFA - AAA FY 2022-23	Not Started
5	Master Agreement Work Order - AAA and Coronavirus Relief Fund FY 2021-22	Not Started
In Progress from Fiscal Year (FY) 2022-23		
6	Master Agreement Work Order - SASSFA - AAA and Coronavirus Relief Fund FY 2021-22	In Progress
Chief Executive Office (CEO) - Measure H		
7	FY 2022-23 Measure H Financial Audit - Work Order Monitoring	In Progress
CEO - Work Order		
8	Master Agreement Work Order 9-25C - Los Angeles County Homeland Security Grant	Not Started
In Progress from FY 2022-23		
9	Master Agreement Work Order 9-25B - Los Angeles County Homeland Security Grant	In Progress
In Progress from FY 2021-22		
10	Master Agreement Work Order 9-25A - Los Angeles County Homeland Security Grant	In Progress
Department of Children and Family Services (DCFS)		
11	Boys Republic Limited Review	Not Started
12	Child Care Alliance of Los Angeles	In Progress
13	Children's Institute, Inc. Limited Follow-Up Review	Not Started
14	Contract Monitoring Operations Limited Follow-Up Review	Not Started
15	Dignity Health dba California Hospital Medical Center	Not Started
16	Divinity Prophet and Associates	Not Started
17	Extraordinary Families	Not Started
18	Five Acres - The Boys' and Girls' Aid Society of Los Angeles County	Not Started
19	Haynes Family of Programs and David and Margaret Home, Inc. dba David and Margaret Youth & Family Services	Not Started
20	Hermanitos Unidos - Siblings United Foster Family Agency	Not Started
21	Para Los Niños Limited Follow-Up Review	Not Started
22	Phamatech, Inc.	Not Started
23	Walden Environment dba Walden Family Services	Not Started
24	TBD	Not Started
25	TBD	Not Started
26	TBD	Not Started
27	TBD	Not Started
In Progress from FY 2022-23		
28	The Regents of the University of California Los Angeles	In Progress
29	Vista Del Mar Child & Family Services	In Progress
In Progress from FY 2021-22		
30	A Greater Love Foster Family Agency	Completed
31	Bethany Christian Services of Southern California	In Progress
32	Fred Jefferson Memorial Home for Boys	In Progress
33	St. Anne's Maternity Home dba St. Anne's Family Services	In Progress
34	There is Hope Foster Family Agency	Completed
In Progress from FY 2020-21		
35	First Place for Youth	Completed
36	Friends of the Family Follow-up Review	Completed
37	Futuro Infantil Hispano	In Progress
38	Los Angeles Homeless Services Authority	Completed
39	Niños Latinos Unidos, Inc.	In Progress
40	Rite of Passage Adolescent Centers and Schools, Inc.	Completed
41	West Covina Foster Family Agency dba Sunrise Horizon (formerly dba Homes of Hope)	In Progress
Department of Economic Opportunity (DEO)		
42	Catholic Charities of Los Angeles	Not Started
43	Center for Employment Opportunities	Not Started
44	City of Los Angeles Economic Workforce Development	Not Started
45	Community Career Development	Not Started
46	Foothill Workforce Development Board	Not Started
47	Goodwill Industries of Southern California	Not Started
48	Hub Cities Consortium	Not Started
49	JVS SoCal (FYs 2022-23 and 2023-24)	Not Started
50	Los Angeles County Economic Development Corporation	Not Started
51	Managed Career Solutions, Inc. (FYs 2022-23 and 2023-24)	Not Started
52	Pacific Gateway Workforce Development Board	In Progress

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**DEPARTMENT OF AUDITOR-CONTROLLER
COUNTYWIDE CONTRACT MONITORING DIVISION
STATUS OF FISCAL YEAR 2023-24 AUDIT PLAN ASSIGNMENTS AS OF 11/2/2023**

Attachment I
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#	REVIEW/ASSIGNMENT	STATUS
53	Roberts Enterprise Development Fund	Not Started
54	Southeast Area Social Services Funding Authority	Not Started
55	South Bay Workforce Development Board	In Progress
56	Workforce Development Corporation of Southeast Los Angeles County, Inc.	Not Started
57	Verdugo Workforce Development Board	Not Started
58	Master Agreement Work Order - Department Of Workforce Development, Aging and Community Services' (WDACS) Workforce Division and other various Division's Contracts FY 2022-23	Not Started
In Progress from FY 2022-23		
59	Catholic Charities of Los Angeles	In Progress
60	Center for Employment Opportunities	In Progress
61	City of Los Angeles Economic Workforce Development	In Progress
62	Community Career Development (FYs 2021-22 and 2022-23)	In Progress
63	Goodwill Industries of Southern California	Completed
64	Los Angeles County Economic Development Corporation	In Progress
65	Workforce Development Corporation of Southeast Los Angeles County, Inc. (FYs 2021-22 and 2022-23)	Completed
66	Master Agreement Work Order - WDACS Workforce Division and other various Division's Contracts FY 2021-22	In Progress
67	Master Agreement Work Order - SASSFA - AAA and Coronavirus Relief Fund FY2020-21	In Progress
In Progress from FY 2021-22		
68	JVS SoCal	In Progress
69	Master Agreement Work Order - AAA and Coronavirus Relief Fund FY 2020-21	In Progress
Department of Health Services		
In Progress from FY 2022-23		
70	Public Health Foundation Enterprises, Inc. dba Heluna Health	In Progress
71	Superior Scientific, Inc.	In Progress
72	Ventegra, Inc.	In Progress
In Progress from FY 2021-22		
73	US. Radiology On-Call, Inc.	Completed
74	Brilliant Corners	Completed
Department of Mental Health (DMH)		
75	Gateways Hospital and Mental Health Center	Not Started
76	Kedren Community Health Center, Inc.	Not Started
77	Mental Health America of Los Angeles	Not Started
In Progress from FY 2022-23		
78	California Institute of Health and Social Services, Inc. dba Alafia Mental Health Institute	Completed
79	El Centro de Amistad	In Progress
80	Institute for Multicultural Counseling & Education Services, Inc.	In Progress
Department of Public Health - Division of HIV and STD Programs		
81	Master Agreement Work Order Development Assistance	Not Started
In Progress from FY 2022-23		
82	Friends Research Institute, Inc.	In Progress
83	St. John's Well Child and Family Center	Completed
Department of Public Health - Substance Abuse Prevention and Control (DPH-SAPC)		
84	Action Family Counseling-Scv, Inc.	Not Started
85	Addiction Research and Treatment, Inc.	Not Started
86	Aegis Treatment Centers, LLC	Not Started
87	Alcoholism Center For Women, Inc.	Not Started
88	Alt Recovery Group 2, LLC	Not Started
89	American Health Services LLC	Not Started
90	American Indian Changing Spirits	In Progress
91	Asian American Drug Abuse Program, Inc.	Not Started
92	Avalon-Carver Community Center	In Progress
93	Behavioral Health Services, Inc.	Not Started
94	Beit T'Shuvah	Not Started
95	Bienestar Human Services, Inc.	In Progress
96	Cambodian Association Of America	Not Started
97	Canon Human Services, Inc.	Not Started
98	Canon Human Services, Inc.	Not Started
99	Casa De Las Amigas	In Progress
100	Center For Integrated Family And Health Services	In Progress
101	Chabad Of California, Inc.	In Progress
102	Change Lanes Youth Support Services	Not Started
103	Child & Family Center	Completed
104	Children's Hospital Los Angeles	Not Started
105	Clare Foundation, Inc.	Not Started
106	Clinica Monsenor Oscar A. Romero	Not Started
107	Community Coalition for Substance Abuse Prevention and Treatment	Not Started
108	Compatior, Inc.	In Progress
109	Cri-Help, Inc.	Not Started
110	Day One	In Progress
111	Didi Hirsch Psychiatric Service	Not Started

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**DEPARTMENT OF AUDITOR-CONTROLLER
COUNTYWIDE CONTRACT MONITORING DIVISION
STATUS OF FISCAL YEAR 2023-24 AUDIT PLAN ASSIGNMENTS AS OF 11/2/2023**

Attachment I
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#	REVIEW/ASSIGNMENT	STATUS
112	Divine Healthcare Services, Inc.	Not Started
113	Eggleston Youth Centers, Inc., dba Eggleston Substance Abuse And Education Program	Not Started
114	El Proyecto Del Barrio	In Progress
115	Eldorado Community Service Center	Not Started
116	Families for Children, Inc.	Not Started
117	Fred Brown's Recovery Services, Inc.	Not Started
118	Grandview Foundation, Inc.	Not Started
119	HealthRIGHT 360	In Progress
120	Helpline Youth Counseling, Inc.	Not Started
121	Hollywood Medical Rehabilitation Care, Inc.	Not Started
122	Homeless Health Care Los Angeles, Inc.	Not Started
123	House of Hope Foundation, Inc.	Not Started
124	I-ADARP, Inc.	Not Started
125	Inland Valley Drug And Alcohol Recovery Services	Not Started
126	Institute For Public Strategies	In Progress
127	JWCH Institute, Inc.	In Progress
128	Korea Family	Not Started
129	Koreatown Youth and Community Center, Inc.	Not Started
130	Lake Hughes Recovery, Inc.	Not Started
131	Little House	In Progress
132	Los Angeles Biomedical Research Institute at Harbor-UCLA Medical Center	Not Started
133	Los Angeles Centers for Alcohol and Drug Abuse	Not Started
134	Los Angeles County Office of Education	In Progress
135	Matrix Institute On Addictions	Not Started
136	Mela Counseling Services Center, Inc.	Not Started
137	Motivational Recovery Services, Inc.	Not Started
138	Narcotic Addiction Treatment Agency, Inc.	In Progress
139	Narcotic Prevention Association, Inc.	Not Started
140	National Council On Alcoholism and Drug Dependence of East San Gabriel and Pomona Valleys, Inc.	Not Started
141	National Council On Alcoholism and Drug Dependence of the San Fernando Valley	Not Started
142	New Directions Alcohol and Drug Services, Inc.	Not Started
143	New Hope Drug & Alcohol Treatment Program, Inc.	In Progress
144	Pacific Clinics	In Progress
145	Palm House, Inc.	Not Started
146	Parents Anonymous, Inc.	Not Started
147	Pax House, Inc.	Not Started
148	Penny Lane Centers	Not Started
149	People Coordinated Services of Southern California	Not Started
150	Phoenix Houses of Los Angeles, Inc.	In Progress
151	Principles, Inc.	Not Started
152	Pueblo Y Salud, Inc.	In Progress
153	Rancho San Antonio Boys Home, Inc.	Not Started
154	Roots, Inc. dba Roots Through Recovery	Not Started
155	Sadler Healthcare, Inc.	In Progress
156	Safe Refuge (Original Name: Substance Abuse Foundation of Long Beach, Inc.)	In Progress
157	San Fernando Valley Community Mental Health Center, Inc.	Not Started
158	SHIELDS For Families, Inc.	Not Started
159	Social Model Recovery Systems, Inc.	Not Started
160	South Central Prevention Coalition	Not Started
161	Southern California Alcohol and Drug Programs, Inc.	Not Started
162	Special Service for Groups, Inc.	Not Started
163	SPIRITT Family Services	Not Started
164	Tarzana Treatment Centers, Inc.	Not Started
165	Tavarua Health Services	Not Started
166	Tavarua Medical Rehabilitation Services dba Azusa Medical and Mental Health Services	Not Started
167	Tessie Cleveland Community Services Corporation	Not Started
168	The Beacon House Association of San Pedro	Not Started
169	The Salvation Army, A California Corporation	Not Started
170	The Teen Project, Inc., dba Freehab	Not Started
171	The Wall - Las Memorias Project	Not Started
172	Transcultural Health Development, Inc.	Not Started
173	Twin Town Corporation	Completed
174	Van Ness Recovery House	Not Started
175	Volunteers Of America of Los Angeles	Not Started
176	Watts Healthcare Corporation, dba House Of Uhuru	Not Started
177	West County Medical Clinic	Not Started
178	West County Medical Corporation	Not Started
179	Western Pacific Med-Corp	Not Started
180	You Can Health Services	Not Started
In Progress from FY 2022-23		
181	Action Family Counseling-Scv, Inc.	Completed

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**DEPARTMENT OF AUDITOR-CONTROLLER
COUNTYWIDE CONTRACT MONITORING DIVISION
STATUS OF FISCAL YEAR 2023-24 AUDIT PLAN ASSIGNMENTS AS OF 11/2/2023**

Attachment I
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#	REVIEW/ASSIGNMENT	STATUS
182	Addiction Research and Treatment, Inc.	Completed
183	Aegis Treatment Centers, LLC	Completed
184	Alcoholism Center For Women, Inc.	Completed
185	Alt Recovery Group 2, LLC	In Progress
186	American Health Services, LLC	Completed
187	Beit T'Shuvah	In Progress
188	Cambodian Association of America	Completed
189	Clinica Monsenor Oscar A. Romero	Completed
190	Community Coalition for Substance Abuse Prevention and Treatment	Completed
191	Cri-Help, Inc.	Completed
192	Eggleston Youth Centers, Inc., dba Eggleston Substance Abuse and Education Program	Completed
193	Eldorado Community Service Center	Completed
194	Families for Children, Inc.	Completed
195	Grandview Foundation, Inc.	In Progress
196	I-ADARP, Inc.	Completed
197	Inland Valley Drug and Alcohol Recovery Services	Completed
198	Koreatown Youth And Community Center, Inc.	In Progress
199	Lake Hughes Recovery, Inc.	In Progress
200	Los Angeles Biomedical Research Institute at Harbor-UCLA Medical Center	Completed
201	Motivational Recovery Services, Inc.	Completed
202	Narcotic Prevention Association, Inc.	Completed
203	National Council On Alcoholism And Drug Dependence ff East San Gabriel and Pomona Valleys, Inc.	In Progress
204	National Council On Alcoholism And Drug Dependence of the San Fernando Valley	In Progress
205	Palm House, Inc.	Completed
206	Principles, Inc.	Completed
207	Rancho San Antonio Boys Home, Inc.	In Progress
208	Roots, Inc. dba Roots Through Recovery	In Progress
209	San Fernando Valley Partnership, Inc.	Completed
210	Southern California Alcohol and Drug Programs, Inc.	Completed
211	Special Service for Groups, Inc.	In Progress
212	Tavarua Health Services	Completed
213	Tavarua Medical Rehabilitation Services dba Azusa Medical and Mental Health Services	Completed
214	Tessie Cleveland Community Services Corporation	In Progress
215	The Beacon House Association of San Pedro	Completed
216	Transcultural Health Development, Inc.	In Progress
217	Van Ness Recovery House	Completed
218	Volunteers of America of Los Angeles	Completed
219	Watts Healthcare Corporation, dba House of Uhuru	Completed
220	West County Medical Clinic	In Progress
221	West County Medical Corporation	In Progress
In Progress from FY 2021-22 & Prior		
222	Koreatown Youth and Community Center, Inc.	Completed
223	Mela Counseling Services Center, Inc. (FY 2020-21)	Completed
224	Special Service for Groups, Inc.	In Progress
225	Van Ness Recovery House	Completed
Department of Public Social Services (DPSS)		
226	Armed/Unarmed Security Guard Services	Not Started
227	Long Beach Community College	In Progress
228	Los Angeles Community College District	Not Started
229	Rio Hondo Community College	In Progress
230	Santa Clarita Community College	Not Started
In Progress from FY 2022-23		
231	Data Analytics Assessment	Not Started
232	El Camino College	In Progress
233	Mexican American Opportunity Foundation	In Progress
234	Mount San Antonio Community College District	In Progress
235	Pasadena City College	In Progress
236	YWCA of San Gabriel Valley	In Progress
Department of Youth Development		
237	Anti-Recidivism Coalition	Not Started
238	Haywood Burns Institute	Not Started
239	Impact Justice	Not Started
240	RDA Consulting, SPC dba Resource Development Associates	Not Started
Justice, Care, and Opportunities Department		
241	Brilliant Corners	Not Started
242	Center for Living and Learning	Not Started
243	Epidarus dba Amity Foundation	Not Started
244	First to Serve, Inc.	Not Started
245	Holidays Helping Hands	Not Started
246	Local Initiative Support Corporation	Not Started
247	Paving the Way Foundation	Not Started

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**DEPARTMENT OF AUDITOR-CONTROLLER
COUNTYWIDE CONTRACT MONITORING DIVISION
STATUS OF FISCAL YEAR 2023-24 AUDIT PLAN ASSIGNMENTS AS OF 11/2/2023**

Attachment I
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#	REVIEW/ASSIGNMENT	STATUS
248	Public Health Foundation Enterprises, Inc. dba Heluna Health	Not Started
249	The Children's Center of the Antelope Valley	Not Started
250	The Chrysalis Center	Not Started
251	Whole Systems Learning	Not Started
Los Angeles County Development Authority (LACDA)		
In Progress from FY 2022-23		
252	Housing Authority of the City of Long Beach - Measure H Strategy B4	In Progress
253	Housing Authority of the City of Los Angeles - Measure H Strategy B4	In Progress
254	LACDA - Measure H Strategy B4	In Progress
Multiple Departments - Joint Reviews		
255	Exodus Recovery, Inc. (DMH & SAPC)	Not Started
In Progress from FY 2022-23		
256	Optimist Boys' Home and Ranch, Inc. dba Optimist Youth Homes and Family Services (DCFS & DMH)	In Progress
In Progress from FY 2021-22		
257	Hillsides (DCFS & DMH)	Completed
258	Managed Career Solutions, Inc. (ADD & DEO)	In Progress
In Progress from FY 2019-20		
259	Department of Public Social Services, WDACS, and Internal Services Department (ADD & DEO)	In Progress
Provisional Financing Uses Assignments		
260	Board Motion - Equity in County Contracting	In Progress
261	Board Motion Follow-up - Monitoring Skilled Nursing Facilities	Not Started
262	Board Policy 4.055 - Audits and Contract Monitoring Reviews Conducted by Entities Other Than the Auditor-Controller (A-C)	In Progress
263	Countywide Audit and Contract Monitoring Summary Report	Completed
Special Requests and Administrative Assignments		
264	Countywide Contract Monitoring Division Annual Report	Completed
In Progress from FY 2022-23		
265	A-C Contract Accounting and Administration Handbook	In Progress

Footnotes:

(1) Assignment is scheduled to begin within the next month.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/15/2023	
BOARD MEETING DATE	12/5/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Children and Family Services (DCFS)	
SUBJECT	Caregiver and Youth Support Services with Fostering UNITY	
PROGRAM	<p>The vendor, Fostering UNITY, will provide Los Angeles County Department of Children and Family Services (DCFS) a unique, multi-faceted support and retention model designed to provide post RFA approval kinship and foster caregivers with mentoring services, continued education, in-the-moment support, family strengthening for successful reunification and/or permanency, and improved outcomes for children and youth experiencing foster care.</p> <p>Fostering Unity Services Contract will provide caregivers and foster youth direct supports and services for the goal of establishing connection, strengthening relationships and promoting permanency.</p> <p>Fostering Unity Services will enhance the following DCFS programs:</p> <p>Placement Stability Team: Current DCFS program that aims to stabilize youth in placement. The program emphasizes relationship building and after hours support during behavioral and mental health crisis for difficult to place children/youth and high risk behaviors.</p> <p>Family Urgent Response System: Current DCFS program that aims at preventative placement disruption, preserves relationship and promotes stability to current and former foster youth and their caregivers.</p> <p>Therapeutic Shelter Care Pilot: Current pilot program led by Optimist Boys' Home, which aims to eliminate congregate shelter care by utilizing skilled caregivers to provide DCFS youth shelter care in small home setting. Fostering Unity will enhance this program by providing caregivers and youth support and service during their stay at the shelter foster home.</p>	
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: California Department of Social Services (CDSS) has approved Flexible Family Supports (FFS) and Home-Based Foster Care funding specifically to be used for the services provided by Fostering UNITY	
DEADLINES/ TIME CONSTRAINTS	The total Maximum Contract Sum will be \$550,000 effective January 1, 2024, or date of execution through May 31, 2025, financed using 100 percent State Flexible Family Supports funds provided by Assembly Bill (AB) 179. Per AB 179 funding is available for expenditure by June 30, 2025	
COST & FUNDING	Total cost: \$550,000	Funding source: FFS and Home-Based Foster Care provided by AB 179
	TERMS (if applicable): Contract term effective January 1, 2024, or date of execution through May 31, 2025.	

	<p>Explanation: Contract with Fostering Unity is to be set up as an operational cost, 100 percent funded by FFS and Home-Based Foster Care Funding provided by AB 179. CDSS has specifically approved Fostering UNITY's proposed services for the amount of \$550,000.</p>
PURPOSE OF REQUEST	<p>DCFS is requesting delegated authority to contract with Fostering UNITY to provide Caregiver and Youth Support Services for up to two years, effective January 1, 2024, or date of execution through May 31, 2025.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The All County Letter (ACL) 23-02 on FFS funding, dated January 1, 2023, provides information regarding FFS and Home-Based Foster Care funding and instructions on how Counties can access this funding. DCFS submitted a letter to request the funding to provide Fostering Unity Services through Fostering UNITY. On April 4, 2023, CDSS approved Fostering UNITY's proposed services and funding amount of \$550,000.</p> <p>Fostering UNITY was officially established in May 2020 and was created by experienced executive leadership bringing over 30 years of combined professional experience to the organization. Fostering UNITY is a mission-driven nonprofit, which cultivates community relationships to improve relative and non-relative caregiver support and retention and placement stability outcomes for youth in foster care. The Fostering UNITY team is comprised of individuals who reflect the diversity seen within the community of caregivers and youth. They prioritize hiring individuals who bring lived experience and a passion to serve others. This makes them relatable, trustworthy, and relevant to the needs of the community. They actively listen to the voice of caregivers and youth so that we can successfully provide real time support, effective advocacy, and intentional programming to meet the needs of caregivers and youth throughout their journey. Fostering UNITY provides relative and non-relative resource parents, reunifying biological families, youth in and out-of-home placement, and community service partners a unique, one-door service delivery model offering real-time caregiver support, enhanced education, and resource navigation. The resource families and reunifying families of the 20,000+ foster children in Los Angeles County feel uniquely supported and empowered to meet the daily challenges of parenting through the support of Fostering UNITY's specialized programs and service delivery model.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: Caregiver and Youth Support Services Contract's Statement of Work will be submitted to DCFS' Office of Equity Division for review and approval.</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Child Protection – Through Fostering UNITY's specialized programs and service delivery model, caregivers will feel uniquely supported and empowered to meet the daily challenges of caregiving, resulting in improved caregiver retention and placement stability outcomes for foster youth.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email: Michael Ross, Division Chief ; 909-219-2284; rossm@dcfs.lacounty.gov</p>



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



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December 5, 2023

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

Dear Supervisors:

**REQUEST TO APPROVE A NEW SOLE SOURCE CONTRACT WITH FOSTERING
UNITY FOR CAREGIVER AND YOUTH SUPPORT SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks delegated authority to execute a sole source contract with Fostering UNITY, which will provide caregivers and foster youth with direct supports and services to establish connection, strengthen relationships and promote permanency.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a sole source contract with Fostering UNITY effective January 1, 2024, or date of execution, whichever is later through May 31, 2025, for a total Maximum Contract Sum of \$550,000. This contract will be financed using 100 percent Flexible Family Supports funds provided by Assembly Bill (AB) 179. Sufficient funding is included in the Department's Fiscal Year 2023-2024 Final Adopted Budget.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to the Caregiver and Youth Support Services contract to meet program needs, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) County Counsel approval is obtained prior to execution of such amendment(s); and (d) the Director of DCFS notifies the Board and the Chief Executive Officer (CEO), in writing, within 10 business days of executing such amendment(s).

"To Enrich Lives Through Effective and Caring Service"

3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Amount up to a total of 10 percent per year during the term of the Contract to accommodate any increase or decrease in service, provided that: (a) sufficient funding is available; (b) County Counsel approval is obtained prior to execution of such amendment(s); and (c) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendment(s).
4. Delegate authority to the Director of DCFS, or designee, to execute amendments in instances of acquisitions, mergers, or other changes in ownership, provided that: (a) County Counsel approval is obtained prior to execution of such amendment(s); and (b) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendment(s).
5. Delegate authority to the Director of DCFS, or designee to terminate the Contract for contractor's default, County's convenience, or Contractor initiates termination for convenience, provided that: (a) County Counsel approval is obtained prior to termination of the agreement; and (b) the Director notifies the Board and CEO, in writing, within 10 business days of terminating the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Fostering UNITY will provide Los Angeles County DCFS a unique, multi-faceted support and retention model designed to provide relative and foster caregivers with mentoring services, continuing education, in-the-moment support, family strengthening for successful reunification and/or permanency, and improved outcomes for children and youth experiencing foster care. Fostering UNITY and the Placement Stability Team (PST) will continue the collaboration to recruit, support and educate qualified caregivers for our complex needs youth. Based on identified needs, the PST referred families will be offered varying levels of program support, education, resources, and mentoring by a highly trained CARE Service Specialist to preserve placement and improve outcomes. Fostering UNITY, in partnership with Family Urgent Response System (FURS), will provide support and resources within 24-48 hours of receiving the FURS referral.

In addition, Fostering UNITY will provide real-time ongoing support as needed and will provide a 30-day, 60-day and 90-day follow up engagement to assess additional support needs. Fostering UNITY will collaborate with established partners to provide caregiver recruitment and support services for the new Optimist pilot program. This project redefines shelter care, as we know it by placing complex needs youth in a family home. Fostering UNITY will work alongside partners to provide our multi-faceted education, support and mentoring services essential to family strengthening, placement stability and child-centered support. Fostering UNITY will enhance caregiver support,

retention, education, peer mentoring and resource navigation. Utilizing existing community partnerships, Fostering UNITY provides multi-faceted education and support for relative and non-relative caregivers serving foster youth in Los Angeles County through our C.A.R.E Line, Caregiver Support Services (CSS), peer-to-peer mentoring, weekly virtual support groups and our Tomorrow's About You (TAY) youth mentoring program. Community partnerships established to enhance services to relative and non-relative resource families include Harbor University of California Los Angeles Trauma Recovery Center, National Center for Youth Law's Reproductive Health Equity Project, Fostering Parenthood Podcast, Penny Lane's Prevention and After Care program, California's Foster and Kinship Care Education, the California Foster Youth Initiative AmeriCorps program, the Foster Together Network, the Brain and Body Lab, CarePortal, and Saving Innocence. Therefore, DCFS is requesting to contract with Fostering UNITY to provide their service to strengthen connections, form positive relationships, increase reunification/promote permanency, increase caregiver retention and improve overall outcomes for children and youth in out-of-home placements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

FISCAL IMPACT/FINANCING

The total Maximum Contract Sum will be \$550,000, financed using 100 percent State Flexible Family Supports funds provided by AB 179. Sufficient funding is included in the Department's Fiscal Year 2023-2024 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 1, 2023, the California Department of Social Services (CDSS) issued All County Letter (ACL) 23-02 for Flexible Family Supports funding and DCFS submitted a proposal to access the Flexible Family Supports funds. Subsequently, on April 7, 2023, DCFS received approval from CDSS to utilize the funds to contract with Fostering UNITY. In addition, CDSS Contracts Section approved the multi-year sole source contract.

The Contract includes language stipulating the County has no obligation to pay for expenditures beyond the Maximum Contract Amount. Further, contractor will not be asked to perform services that exceed the contract amount, scope of work or contract effective dates.

On October 23, 2023, in accordance with Board of Supervisor's Policy No. 5.100, Sole Source Contract and Amendments, DCFS submitted advance notice to the Board stating DCFS intends to request delegated authority to execute new sole source contract with Fostering UNITY.

The Chief Executive Office and County Counsel have reviewed the Board letter and the attached sample Contract. The new Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

This is a sole source contract based on approval from CDSS to utilize Flexible Family Supports funds to contract with Fostering UNITY.

CONTRACTOR PERFORMANCE

The contractor performance will be monitored by DCFS Program staff.

IMPACT ON CURRENT SERVICES

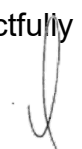
No impact on current services.

Proposed services are aimed to strengthen connections, form positive relationships, increase reunification/promote permanency, increase caregiver retention and improve overall outcomes for children and youth in out-of-home placements.

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 attachment to the Department of Children and Family Services.

Respectfully submitted,


BRANDON T. NICHOLS
Director

BTN:CMM
LTI:EO:JS:as

The Honorable Board of Supervisors
December 5, 2023
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Attachments

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

EXHIBIT A

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

CAREGIVER AND YOUTH SUPPORT SERVICES

STATEMENT OF WORK AND EXHIBITS



January 2024

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAREGIVER AND YOUTH SUPPORT SERVICES

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EXHIBITS:

EXHIBIT A-1	Performance Requirement Summary Chart
EXHIBIT A-2	Corrective Action Plan
EXHIBIT A-3	Monthly Virtual Support Meeting & Podcast Log
EXHIBIT A-4	Placement Stability Team (PST) Service Log
EXHIBIT A-5	Family Urgent Response System (FURS) Service Log
EXHIBIT A-6	Placement Stability Team (PST) Information Focus Meeting/ Recruitment Log
EXHIBIT A-7	Family Urgent Response System (FURS) Release of Information Form
EXHIBIT A-8	Therapeutic Shelter Home (TSH) Service Log
EXHIBIT A-9	Caregiver Advocacy and Resource Educator (C.A.R.E) Call Log

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAREGIVER AND YOUTH SUPPORT SERVICES

1 PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The

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County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strength, and achieve their goals.
- There is no “wrong door”: wherever a family enters the system is the right place.
- Families receive culturally relevant services tailored to their unique situations and needs
- Service providers and advocates involve families in the process of determining case plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demand for both the Countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individual live in families, families live in communities.
- In supporting families in communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally sensitive, accessible, user-friendly, responsive, cohesive, efficient, professional, data-driven and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

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- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – shall treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers shall work proactively to facilitate customer access to services.

- Provide services as promptly as possible

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- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers shall deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2 OVERVIEW

The County of Los Angeles Department of Children and Family Services shall utilize Flexible Family Supports (FFS) and Home-Based Foster Care funding as approved by California Department of Social Services (CDSS)

FOSTERING UNITY shall provide Los Angeles County Department of Children and Family Services (DCFS) a unique, multi-faceted support and retention model designed to provide post RFA approval kinship and foster caregivers with mentoring services, continued education, in-the-moment support, family strengthening for successful reunification and/or permanency, and improved outcomes for children and youth experiencing foster care.

2.1 Organizational Background

FOSTERING UNITY was officially established in May of 2020 and was created by executive leadership bringing over 30 years of combined professional experience to the organization. FOSTERING UNITY is a mission-driven nonprofit, which cultivates community relationships to improve relative and non-relative caregiver support and retention and placement stability outcomes for youth in foster care.

COUNTY OF LOS ANGELES
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Our team is comprised of individuals who reflect the diversity seen within our community of caregivers and youth. Our organization prioritizes hiring individuals who bring lived experience and a passion to serve others. This makes us relatable, trustworthy, and relevant to the needs of our community. We actively listen to the voice of caregivers and youth so that we can successfully provide real time support, effective advocacy, and intentional programming to meet the needs of caregivers and youth throughout their journey.

FOSTERING UNITY is strongly dedicated to enhancing the well-being of caregivers and youth through the integration of their viewpoints into our range of services. Our team is characterized by its diversity, comprised of individuals who possess firsthand insights as former foster youth, resource parents, as well as members from historically underserved and marginalized communities, encompassing both people of color and LGBTQ+ community members.

FOSTERING UNITY provides relative and non-relative resource parents, reunifying biological families, youth in out-of-home placement, and community service partners a unique, one-door service delivery model offering real-time caregiver support, enhanced education, and resource navigation. The resource families and reunifying families of the 20,000+ foster children in Los Angeles County feel uniquely supported and empowered to meet the daily challenges of parenting through the support of FOSTERING UNITY's specialized programs and service delivery model.

FOSTERING UNITY services include real-time support through our C.A.R.E Line (213-269-0000), referral-based mentoring and caregiver support, resource navigation, youth mentoring, and a tailored educational and outreach model intended to improve youth outcomes and placement stability. Our direct support team includes highly-trained C.A.R.E. Support Specialists (CSS) who are AmeriCorps members partially funded through the California Foster Youth Initiative AmeriCorps Program.

3 SCOPE OF WORK

3.1 Placement Stability Team (PST) Recruitment Collaboration

FOSTERING UNITY shall collaborate with the Placement Stability Team (PST) to recruit, support, and educate qualified caregivers for placement resource for complex needs youth. Based on identified needs, the PST referred families shall be offered varying levels of program support, education, resources, and mentoring a trained CARE Service Specialist to preserve placement and improve outcomes.

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- 3.1.1** FOSTERING UNITY shall actively engage and identify a minimum of 12-caregivers who express interest in the PST program to participate in informational focus groups meetings. Caregiver recruitment shall be done county wide.
- 3.1.2** FOSTERING UNITY shall engage and connect with potential caregivers. Active outreach efforts shall be carried out through various channels. These channels include but are not limited to the private caregiver Facebook page, the monthly newsletter provided by FOSTERING UNITY, and a database list serve.
- 3.1.3** FOSTERING UNITY shall schedule and co-host informational focus groups that provide caregivers with specific details and expectations regarding the Placement Stability Program.
- 3.1.4** FOSTERING UNITY along with the DCFS- PST Lead or designee shall co-host a PST Informational Focus Group on a quarterly schedule or as requested by the DCFS PST lead based on placement needs.
- 3.1.5** FOSTERING UNITY shall employ proactive measures and maintain timely communications with the Department of Children and Family Services (DCFS) - PST Lead. Following the focus groups, the FOSTERING UNITY Project Manager shall share meeting data with the PST lead. This data shall include registration information; recruiting modality, meeting recordings (if available), and additional virtual meeting data and content.
- 3.1.6** The FOSTERING UNITY's Project Manager shall provide this virtual meeting data within five business days after the focus group has taken place.
- 3.1.7** FOSTERING UNITY shall complete the PST Information Focus Meeting/ Recruitment Log (Exhibit A-6) and submit it by the 15th of every month as part of the Monthly Service Report as indicated in Section 8.1 of this document.

3.2 PST Caregiver and Youth Support Collaboration

Active PST families shall receive ongoing support from FOSTERING UNITY, aimed at enhancing the well-being and stability of the placement. The PST/FOSTERING UNITY collaboration offers comprehensive family-strengthening support to improve placement stability and caregiver retention. FOSTERING UNITY shall provide PST families with the following enhanced services:

- 3.2.1** FOSTERING UNITY shall provide enhanced resource and program navigation. Caregivers shall receive guidance and assistance in identifying and accessing resources and programs that best meet the unique needs of

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the youth. This service aims to alleviate the stress of navigating the system, enabling caregivers to provide the required support more effectively to youth.

- 3.2.2** FOSTERING UNITY shall hold weekly support group with specialized topics. Caregivers enrolled in the PST Program access to a weekly support group facilitated by a FOSTERING UNITY CARE Service Specialist and a Licensed Clinical Psychologist with high-need placements (M.A., Psy.D.). These support group sessions focus on specialized topics relevant to the specific challenges and experiences caregivers face in such placements. The support group provides a safe and confidential space for caregivers to share their experiences, receive guidance, and learn from professionals and fellow caregivers, fostering a supportive community.
 - 3.2.3** FOSTERING UNITY shall provide heightened assistance to the PST caregivers and youth. PST Children's Social Worker (CSW) shall take on primary responsibility for delivering continuous support to families and youth. FOSTERING UNITY's services shall be supplementary in the form of caregiver support and youth mentoring. Assistance may involve quarterly scheduled check-ins to foster stability in placements and retain caregivers. These check-ins serve as valuable opportunities to assess the well-being of the youth, address any concerns or difficulties they may be encountering, and provide guidance and support as required. The program shall cultivate a secure and nurturing environment for the youth under their care.
 - 3.2.4** FOSTERING UNITY shall include enhanced practices for ALL caregivers relating to best practices of working with LGBTQ+ youth and young adults. This includes knowledge and data related to LGBTQ+ youth who experience rejecting behaviors versus accepting and affirming behaviors
 - 3.2.5** FOSTERING UNITY shall complete the PST Service Log (Exhibit A4) and submit it by the 15th of every month as part of the Monthly Service Report as indicated in Section 8.1.
- 3.3 Family Urgent Response System (FURS) Engagement and Support Programs**
- 3.3.1** FOSTERING UNITY shall provide family-strengthening services that include support, education, resource navigation, and peer mentoring designed to meet the unique needs of the family or youth referred through FURS
 - 3.3.2** FOSTERING UNITY, shall provide support and resources to caregivers and youth referred by FURS. Any member of the DCFS FURS Team can make referrals to FOSTERING UNITY via E-Mail. Once the referral is received, FOSTERING UNITY shall make initial contact with the caregiver within 12

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to 24 hours during regular business hours. However, the initial contact turnaround time is extended to 24-48 hours if the referral is received after normal business hours on a Friday.

- 3.3.3** FOSTERING UNITY shall ensure that the FURS Consent to Release Information (Exhibit A-7) is signed by the client and adequately filed before commencing services.
- 3.3.4** FOSTERING UNITY shall forward all FURS referrals to FOSTERING UNITY's designated staff lead or designee. The referral email should include specific details about the FURS assessment, the family's contact information (including primary phone number and email), and the contact information of the family and /or youth's social worker. The referring party should include all relevant information that can facilitate providing tailored services.
- 3.3.5** FOSTERING UNITY shall provide individualized support to the caregiver based on the family's unique needs. Services may include check-in calls to ensure placement stability and caregiver retention and to assess any additional needs of the youth and family. Check-in shall take place at a 30 day, 60 day and 90 intervals.
- 3.3.6** FOSTERING UNITY shall provide Youth Mentoring Services to FURS referred families. Youth Mentoring is a 44 hour CA Fostering Youth Initiative program intended to support relationship building and improve independent skills and academic success as youth participate in one-one and virtual support focused on life skills development and financial literacy training.
- 3.3.7** FOSTERING UNITY shall complete the FURS Service Log (Exhibit A5) and submit it by the 15th of every month as part of the Monthly Service Report as indicated in Section 8.1 of this document.

3.4 Therapeutic Shelter Care (TSH) Pilot - Optimist Boys' Home

The Therapeutic Shelter Care Pilot led by Optimist Boys' Home aims to eliminate the need for group-setting shelter care by placing youth in individual foster homes that prioritize healing and resiliency skills. FOSTERING UNITY shall collaborate with Optimist Boys Home to provide on demand intensive support, education, mentoring and service navigation to caregivers and youth participating in the pilot program.

- 3.4.1** FOSTERING UNITY shall activate services immediately upon placement for caregivers participating in the Optimist TSH Pilot. This innovative collaborative model ensures that intensive family support is available in real time to address any needs concerning the youth. The support team shall assist with tasks such as school enrollment, transportation, caregiver

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DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAREGIVER AND YOUTH SUPPORT SERVICES

respite, JV220-related issues, medication management, and any other necessary responsibilities to promote the well-being and success of the family.

- 3.4.2** FOSTERING UNITY aims to facilitate a quicker transition for youth into a home, thereby reducing the waiting time for placement in a DCFS office or similar location
- 3.4.3** FOSTERING UNITY shall complete the TSH Service Log (Exhibit A-8) and submit it by the 15th of every month as part of the Monthly Service Report as indicated in Section 8.1 of this document.

3.5 C.A.R.E Line: Caregiver Advocacy and Resource Educator

FOSTERING UNITY shall provide a real time C.A.R.E Line specifically designed to provide real time support to the unique needs of relative and non-relative resource parents throughout LA County. The C.A.R.E Line program offers peer-to-peer caregiver support, resource navigation, and de-escalation mentoring to support caregivers through difficult situations and ensure placement stability. This support system shall mitigating concerns before they reach a crisis point or become a placement disruption. FOSTERING UNITY promotes, encourages, and assists caretakers to also utilize the DCFS Warm line when applicable. FOSTERING UNITY C.A.R.E. Line number is 213-269-0000.

- 3.5.1** FOSTERING UNITY shall identify a Program Manager or designee to receive incoming calls.
- 3.5.2** FOSTERING UNITY shall identify an Executive Leadership Staff or designee to receive incoming call during non-business hours
- 3.5.3** During business hours, the designated staff shall answer all voicemails left on the same business day.
- 3.5.4** During non-business hours, voicemails shall be answered within 24-48 hours.
- 3.5.5** Business hours are identified as Monday-Friday from 8am-5pm. FOSTERING UNITY is closed during Federal and State holidays and weekends.
- 3.5.6** Calls shall be assessed and answered based on urgency, potential placement disruption and caregiver retention risk.
- 3.5.7** FOSTERING UNITY shall maintain call back logs for all calls coming into the C.A.R.E Line related to PSD, FURS and TSH. Call logs shall be reported on EXHIBIT A9 as part of the Monthly Service Report as indicated in Section 8.1.

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3.6 Weekly Virtual Caregiver Support Meetings

FOSTERING UNITY shall host weekly virtual support meetings for caregivers. The meetings shall be one hour in duration. Skilled facilitators shall host all virtual meetings, ensuring that conversations are redirected when necessary and maintaining a safe and respectful environment for all participants.

- 3.6.1** Weekly virtual meeting shall include Coffee with Caregivers. This meeting is open to all relative, non-relative, and adoptive families; these weekly virtual meetings offer caregiver support and resource sharing. Whether you want to talk, listen, or just sip your coffee, listening and sharing with other shall be a bonus.
- 3.6.2** Weekly virtual meetings shall include La Hora de Charlar a virtual support session designed for our Spanish-speaking caregivers.
- 3.6.3** Weekly virtual meeting shall include Empower Hour. This meeting is a dedicated support group designed for our DCFS Placement Stabilization Team (PST) Resource Parents and Therapeutic Shelter Home (TSH) Caregivers.
- 3.6.4** FOSTERING UNITY shall establish protocols to inform caregivers about any alterations to the usual meeting schedule during holiday closures.
- 3.6.5** FOSTERING UNITY shall notify the caregiver community about all virtual meetings by posting updates on their private caregiver Facebook page, sharing information through their database list serve, and updating their website accordingly.
- 3.6.6** FOSTERING UNITY shall report on details of all support meetings on a monthly basis given the approved format on Monthly Virtual Support Meeting & Podcast Log (Exhibit A-3) as indicated in Section 8.1 of this document.

3.7 Weekly Virtual Caregiver Youth Support Meetings (ages 12-21)

FOSTERING UNITY shall host a weekly virtual support - mentoring meeting specifically for youth 12-21 years old.

- 3.7.1** Tomorrow's About You (TAY) weekly meeting is an integral part of FOSTERING UNITY's comprehensive 44-hour Youth Mentoring Program which provides a safe and supportive environment where youth can acquire essential life skills, gain financial literacy, and proactively plan for their transition into adulthood, all while fostering lifelong connections.
- 3.7.2** Tomorrow's About You Weekly virtual support meetings primarily caters to youth participating in mentoring services, but youth not receiving those services that choose to participate in these meetings are welcome.

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- 3.7.3** Tomorrow's About You weekly virtual meetings shall be led by a C.A.R.E Service Specialist
- 3.7.4** FOSTERING UNITY shall evaluate the need of expansion of the existing Tomorrow's About You meeting to serve interested youth's wide age range best.
- 3.7.5** FOSTERING UNITY shall report on details of all support meetings monthly given the approved format on Monthly Virtual Support Meeting & Podcast Log (Exhibit A-3) as indicated in Section 8.1 of this document.

3.8 Data Development

- 3.8.1** FOSTERING UNITY must track the demographics of involved caregivers, youth and families served, including race, ethnicity, sexual orientation, gender identity and other relevant factors.
- 3.8.2** FOSTERING UNITY must utilize specified and data-driven outcomes to measure program success and challenges, including number of placements, placement stay length, and participation in services, permanency and other measureable outcomes.

4 SERVICE DELIVERY SITES/HOURS/BUSINESS OPERATIONS

- 4.1** All CONTRACTOR services shall be virtual unless the caregiver specifies a preference for in-person services at which time a mutually agreed location shall be determined.
- 4.2** CONTRACTOR'S business hours are defines as Monday – Friday 8:00am-5pm, Except Federal and State holidays and weekends.
- 4.3** The CONTRACTOR shall maintain a business address and phone contact number where the CONTRACTOR conducts business.

5 QUALITY CONTROL

- 5.1** The Contractor shall develop a Quality Assurance Plan (QAP) within 90 days from the start of contract to assure the requirements of the contract are met. The original QAP and any revisions thereto shall include, but not be limited to, the following:
 - 5.1.1** Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Performance Requirements Summary (Attachment 1). Contractor shall

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include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

5.1.2 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the County Program Manager CPM.

5.2 The CPM, or other personnel authorized by the County, shall monitor Contractor's performance under this contract using the quality assurance procedures specified in this Statement of Work and the Performance Requirements Summary (Attachment 1).

6 COUNTY RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

6.1 Personnel

The County shall provide a Program Manager (CPM) to coordinate the delivery of the services of this contract with the Contractor's Director of Programs and Community Relations.

6.1.1 The CPM or designated alternate shall have full authority to monitor Contractor's performance in the day-to-day operation of this contract.

6.1.2 The CPM shall provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.

6.1.3 County's Program Manager, responsible for daily management of CONTRACT operation and overseeing monitoring activities.

6.1.4 The CPM is not authorized to make any changes in the terms and conditions of this contract and is not authorized to obligate the County in any way whatsoever beyond the terms of this contract.

7 CONTRACTOR RESPONSIBILITIES

Contractor's responsibilities are as follows:

7.1 General Responsibilities

7.1.1 Contractor is required to attend a scheduled quarterly meeting with DCFS Program Manager(s) or designee.

7.1.2 Verbal notification of a Contract discrepancy shall be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is

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identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

- 7.1.3** The County Contract Project Monitor shall determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within 3 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within 3 workdays.
- 7.1.4** Contractor shall designate a Director of Programs and Community Relations responsible for daily management of Contract operation and overseeing the work to be performed by Contractor as defined in this Statement of Work.
- 7.1.5** Contractor's Director of Programs and Community Relations 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.
- 7.1.6** The Director of Programs and Community Relations shall not schedule or conduct any meetings or negotiations under this contract on behalf of the County or DCFS.
- 7.1.7** Contractor shall ensure that criminal clearance and background checks are conducted and maintained for all of Contractor's staff and volunteers, in accordance with all applicable local, state, and federal laws and regulations. A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) shall be accepted. The cost of such criminal clearances and background checks is the responsibility of Contractor, regardless of whether Contractor's staff/volunteers pass or fail the background and/or criminal clearance investigation.
- 7.1.8** Contractor shall obtain and maintain copies of professional licenses for applicable staff.
- 7.1.9** Contractor shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.
- 7.1.10** Contractor shall ensure that all personnel performing services under this contract are able to read, write, speak, and understand English. In addition to having competency in English, the Contractor shall ensure there is sufficient number of Spanish bi-lingual staff to meet the language needs of the community served.
- 7.1.11** Contractor shall ensure all professional staff providing services are committed to creating a space of accountability, where equity is the state of mind, biases

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are checked that effectively respond to differences within the community Contractor proposes to provide services.

- 7.1.12** Tuberculosis (TB) Screening Test Contractor shall ensure that all personnel performing services under this CONTRACT are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this contract, and annually thereafter for the duration of the contract. Contractor shall maintain copies of TB test results in each employee's personnel folder. Any employee who is skin test positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray) prior to commencing work under this contract.
- 7.1.13** Contractor shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the requirements of this SOW.
- 7.1.14** Contractor shall not discriminate on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability or HIV status is prohibited in the California Foster care system.
- 7.1.15** Contractor shall ensure their employees are appropriately identified with Contractor's Staff Identification.
- 7.1.16** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee
- 7.1.17** Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 7.1.18** All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.2 Program Staff

Contractor program staff shall include but not be limited following positions and minimum qualifications:

7.2.1 Executive Director

Executive Director is responsible for the overall management and strategic direction of Contractor. This key role involves overseeing program operations, fundraising, financial management, and community engagement efforts to ensure the organization fulfills its mission of supporting and improving the lives of vulnerable children and families. The Executive Director works closely with the board of directors, leads a dedicated team, and collaborates with

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stakeholders to advocate for the rights and well-being of children, implement effective programs, and drive positive change in the field of child welfare. Executive Director should hold the following minimal qualifications:

- A bachelor's degree in a relevant field such as social work, psychology, child development, non-profit management, or a related discipline (Master's degree preferred)
- Experience in non-profit management: Prior experience in a leadership role within a non-profit organization.
- Knowledge of child welfare: A deep understanding of child welfare issues, policies, and best practices is essential. This includes familiarity with child protection, foster care, adoption, family support services, and relevant laws and regulations.
- Fundraising and financial management: Fundraising and financial management experience to sustain operations. Experience in fundraising, grant writing, budgeting, and financial oversight.
- Leadership and management skills: Strong leadership qualities, including the ability to inspire and motivate staff, collaborate with stakeholders, and make strategic decisions. Effective communication, organizational skills, and the ability to manage resources and personnel.
- Advocacy and community engagement: skilled in advocating for the needs of children and families and engaging with the community. Experience in building partnerships, networking, and influencing public opinion.
- Ethical standards and cultural competence: A commitment to ethical practices, cultural competence, and sensitivity to diverse populations.
- Knowledge of legal and regulatory frameworks: Familiarity with relevant laws, regulations, and compliance requirements related to child welfare, non-profit governance, and human service.
- Board relations and governance: Experience working with a board of directors and understanding the principles of non-profit governance. The ability to collaborate with the board, provide regular reports and updates, and support strategic decision-making.
- Passion and dedication: A genuine passion for child welfare and a strong commitment to making a positive impact on the lives of children and families.

7.2.2 Director of Operations

The Director of Operations plays a critical role in the effective and efficient functioning of a nonprofit organization. This position is responsible for overseeing the operational aspects of the organization, ensuring smooth day-

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to-day operations, and supporting the achievement of the organization's mission and goals. The Director of Operations collaborates closely with the executive team, providing strategic guidance and operational expertise to drive organizational success. Director of Operations should meet the following minimum qualifications:

- Bachelor's degree in business administration, operations management, or a related field (Master's degree preferred).
- Minimum of 8 years of experience in operations management, preferably in the nonprofit sector or a related field.
- Proven track record of successfully leading and managing operations, including strategic planning, budgeting, and resource management.
- Strong analytical and problem-solving skills, with the ability to make data-driven decisions.
- Excellent leadership and team management abilities, with a demonstrated commitment to staff development and empowerment.
- Exceptional interpersonal and communication skills, with the ability to build and maintain relationships with diverse stakeholders.
- Knowledge of nonprofit operations, fundraising, and grant management is highly desirable.
- Passion for social impact, youth development, and community engagement.

7.2.3 Licensed Clinical Project Manager

The Clinical Program Manager is responsible for managing all aspects of specialized partner programs and overseeing education, support and resource navigation for relative and non-relative families and the children/youth in placement who have been identified as at risk for placement disruption. Licensed Clinical Project Manager should hold the following minimum qualifications:

- Master's degree or higher in psychology, mental or behavioral health, or similar discipline required
- Completion of professional training, including professional licensure or license eligible preferred (LMFT/LCSW/LPCC/PsyD)
- Minimum four years' experience providing community based individualized support and services to families.
- Minimum two years' experience in program development and management
- Excellent written and verbal communication skills.
- Ability to stay organized while multi-tasking in a fast-paced environment.
- Exceptional attention to detail and focus on quality.

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- Eagerness to work with a passionate, mission-focused team

7.2.4 Program Manager

The Project Manager plays a vital role in overseeing and coordinating projects focused on promoting unity and support within the foster care system. This position involves managing project timelines, resources, and stakeholders to ensure successful implementation and achievement of project objectives. The Project Manager collaborates with a diverse range of stakeholders, including foster families, child welfare agencies, community organizations, and government entities, to facilitate effective communication, collaboration, and the delivery of high-quality services. Licensed Clinical Project Manager should hold the following minimal qualifications:

- Bachelor's degree required.
- Two to five years of full-time experience in program and/or project management, and/or donor development, or a related field.
- Commitment to the values of public service; the mission of CONTRACTOR; and diversity, equity, and inclusion.

7.2.5 CONTRACTOR's CARE Service Specialist (CSS)

CSS Program staff who have completed the following training: Trauma Based Understanding to Build; Engagement; Mental Health First Aid; Trauma Informed Care; Extended Foster Care- Supporting Transitions to Adulthood; Mentoring Engagement; Using Ansel Casey Life Skills Assessment; Financial Literacy- EverFi; Foster Youth Bill of Rights, AB 175; CA Youth Connection-Strategic Sharing; Impacts of Violence; Science of Addiction and Mentoring Readiness; Culturally Proficient Professional; Boundaries and Ethics; Conflict Resolution.

Care Services Specialist have the preferred qualifications of a BA/BS degree, preferably in a human service-related field.

CARE Service Specialist have the following AmeriCorps Qualifications:

- Extend acceptance to all, despite previous experiences, personal judgements, and bias
- Must comply with all data and reporting timelines with accuracy and consistency
- Experience in social services in community settings with caregiver and foster youth preferred
- Ability to work with diverse populations and serve youth with diverse economic, social, racial, and cultural backgrounds
- Knowledgeable about local community resources
- Ability to establish and maintain personal and programmatic boundaries while providing supportive services.

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- Strong interpersonal skills and the ability to relate to individuals who may not share basic commonality, including value systems and behavior norms
- Experience in working with culturally diverse communities and families, with the ability to be culturally sensitive and appropriate
- Skill to maintain a professional and confidential work environment and professionally participate in team meetings
- Knowledge of child abuse issues, substance abuse and of child development and behavior.

8 REPORTS AND RECORD KEEPING

8.1 Contractor shall provide County with a monthly service report for the previous month but the 15th of the month indicating the work and activities performed. This report should include the following reports and/or information included within these reports:

8.1.1 **EXHIBIT A-2:** Corrective Action Plan, if applicable

8.1.2 **EXHIBIT A-3:** Monthly Virtual Support Meeting & Podcast Log

8.1.3 **EXHIBIT A-4:** Placement Stability Team (PST) Service Log

8.1.4 **EXHIBIT A-5:** Family Urgent Response System (FURS) Service Log

8.1.5 **EXHIBIT A-6:** Placement Stability Team (PST) Information Focus Meeting/
Recruitment Log

8.1.6 **EXHIBIT A-8:** Therapeutic Shelter Home (TSH) Service Log

8.1.7 **EXHIBIT A-9:** Caregiver Advocacy and Resource Educator (C.A.R.E) Call
Log

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- 8.2** Contractor shall keep records of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all meetings.
- 8.3** Contractor shall be available for technical reviews as requested by the COUNTY Program Manager.
- 8.4** Contractor shall resolve grievances and appeals by families within five (5) working days of receipt.
- 8.5** Contractor shall utilize involvement of children/youth, caretakers and community stakeholders in the evaluation and monitoring of the quality and effectiveness of the program on a monthly basis
- 8.6** Contractor shall cooperate with County in the collection of data by DCFS related to the program goals specified herein. The data to be collected should evaluate the link between Contractor's services delivered, caregiver retention and placement stability. The data analysis should include consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

9 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 9.1** Caregivers shall be defined as anyone caring for a child or youth, in their home, on a consistent basis.
- 9.2** Children's Social Worker (CSW) – The Representative who works with the family who is receiving services from the Department of Children and Family Services. Means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 9.3** CONTRACTOR – Means fully passed all DCFS requirements to meet the need of the TSCF Children placed in their TSCF.
- 9.4** Contractor Program Director (CPD) – Means the Contractor's designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by Contractor as defined in this TSCF SOW.
- 9.5** Corrective Action Plan (CAP) – Means a written commitment by Contractor to remedy its performance deficiencies under the Contract.
- 9.6** County Program Manager (CPM) – Means the County's designated staff person who shall be responsible for administering this contract and the daily management of this

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Contract's operations, and for the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

- 9.7** Designee – Means staff who acts on behalf of the Contractor Program Director (CPD) or County Program Manager (CPM), in their absence.

10 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 1 of this Exhibit A, listing required services that shall be monitored by the County during the term of this Contract is an important monitoring tool for the County.

11 EXHIBITS ATTACHED:

- 11.1 EXHIBIT A-1:** Performance Requirement Summary
- 11.2 EXHIBIT A-2:** Corrective Action Plan
- 11.3 EXHIBIT A-3:** Monthly Virtual Support Meeting Log
- 11.4 EXHIBIT A-4:** Placement Stability Team (PST) Service Log
- 11.5 EXHIBIT A-5:** Family Urgent Response System (FURS) Service Log
- 11.6 EXHIBIT A-6:** Placement Stability Team (PST) Information Focus/Recruitment Log
- 11.7 EXHIBIT A-7:** Family Urgent Response System (FURS) Release of Information Form
- 11.8 EXHIBIT A-8:** Therapeutic Shelter Home (TSH) Service Log
- 11.9 EXHIBIT A-9:** Caregiver Advocacy and Resource Educator (C.A.R.E) Call Log

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EXHIBIT A-1: Performance Requirement Summary Chart

SOW Reference	Standard of Service Required	Method of Monitoring	If Standard Are Not Met
3.1.1	FOSTERING UNITY shall actively engage and identify a minimum of 12-caregivers to participate in the PST informational focus groups meetings.	Review of PST Recruitment Log	If Standard of Service Required is not met the following action shall take place: (1) Corrective Action (CAP) shall be issued. (2) Performance Review Conference shall be held (3) Consideration of Contract Termination For each Corrective Action Infraction for noncompliance of SOW Service Standards the CONTRACTOR shall provide COUNTY with a written CAP within 24 hours with an explanation of the problem and the plan for correcting the problem, which is subject to COUNTY approval. The COUNTY shall impose a single deduction from the CONTRACTOR'S invoice in the amount of \$100 when the following occurs:
3.1.6	FOSTERING UNITY's Project Manager shall provide PST Information Focus Group Meeting data to DCSF-PST Lead within 5 days after meeting.	Review of PST Recruitment Log	
3.1.7	Completed PST Recruitment Log by the 15th of every month for the prior service month. EXHIBIT A-6	Monthly Report Email Receipt	
3.2.4	Completed PST Service Log by the 15th of every month for the prior service month. EXHIBIT A-4	Monthly Report Email Receipt	
3.3.2	FOSTERING UNITY shall make initial contact with the caregiver within 12 to 24 hours during normal business hours. However, if the referral is received after normal business hours on a Friday, the initial contact turnaround time is extended to 24 to 48 hours.	Review of FURS Service Log	
3.3.4	FOSTERING UNITY shall make check in calls at 30 day interval.	Review of FURS Service Log	
3.3.4	FOSTERING UNITY shall make check in calls at 60 day interval.	Review of FURS Service Log	

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EXHIBIT A-1

3.3.4	FOSTERING UNITY shall make check in calls at 90 day interval.	Review of FURS Service Log	<p>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.</p> <p>2) When more than 3 CAP are issued in a time period of 12 months.</p>
3.3.2	FOSTERING UNITY shall ensure that the FURS Consent to Release Information (Exhibit A-7) is signed by client and properly filed prior to condensing services	Review of FURS Service Log	
3.3.5	FOSTERING UNITY shall completed FURS Service Log by the 15th of every month for the prior service month. EXHIBIT A-5	Monthly Report Email Receipt	
3.4.3	FOSTERING UNITY shall complete the TSH Service Log by the 15th of every month. EXHIBIT A-8	Monthly Report Email Receipt	
3.5.7	FOSTERING UNITY shall complete C.A.R.E Call Log by the 15th of every month for the prior service month. EXHIBIT A-9	Monthly Report Email Receipt	
3.6.6, 3.7.5, 3.8.4	FOSTERING UNITY shall complete the Monthly Virtual Support Meetings Log by the 15th of every month for prior service month. EXHIBIT A-3	Monthly Report Email Receipt	
7.1.1	Contractor is required to attend a scheduled quarterly meeting with DCFS Program Manager or designee.	Meeting Attendance	
8.1	FOSTERING UNITY shall submit Monthly Service Report to DCFS Program Manager by the 15th of the month for the prior service month.	Monthly Report Email Receipt	

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EXHIBIT A-2

**CONTRACTOR CORRECTIVE ACTION PLAN
(SAMPLE FORMAT)**

DATE OF INCIDENT: _____

INCIDENT: _____

DEFICIENCY: _____

CONTRACTOR'S PLAN OF CORRECTIVE ACTION: (ADDRESS EACH IDENTIFIED DEFICIENCY)

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EXHIBIT A-3

Monthly Virtual Support Meeting Log

Date of Report: _____

Reporting Month: _____

Coffee with Caregivers

Date	Host	Topic	# of Participants	Program Involvement? (PST, FURS, TSH, none)	Notes: (Meeting Duration)

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EXHIBIT A-3

La Hora de Charlar

Date	Host	Topic	# of Participants	Program Involvement? (PST, FURS, TSH, none)	Notes:

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EXHIBIT A-3

Empower Hour

Date	Host	Topic	# of Participants	Program Involvement? (PST, FURS, TSH, none)	Notes: (Meeting Duration)

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EXHIBIT A-3

Tomorrow's About You (TAY)

Date	Host	Topic	# of Participants	Program Involvement? (PST, FURS, TSH, none)	Notes: (Meeting Duration)

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EXHIBIT A-4

Placement Stability Team (PST)							
SERVICE LOG							
Primary Caregiver Name	Child(ren) / Youth (s) Names	DOB	Spa	Start Date of Services	Referral Modality	Sevices Received/Particiated in and Dates	End Date of Services

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EXHIBIT A-5

Family Urgent Response System (FURS)											
SERVICE LOG											
Initial Contact											
Consent to Release (must be 12-24hrs/ Information Form on 24-48 during non business hours)											
Primary Caregiver Name	Child(ren) / Youth (s) Names	DOB	Spa	Referral Date	File?	30 Day Date	60 Day Date	90 Day Date	Type of Engagement and Dates	End Date of Services	

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EXHIBIT A-6

Placement Stability Team (PST)					
Informational Focus Group Meetings					
Fostering Unity Host: DCFS Host:					
Date	Number of Caregivers Attended	Recruiting Modality	Number of Caregivers who successfully became PST Careproviders	PST -Lead debriefing Date (must with within 5 business days)	Notes

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EXHIBIT A-7

EXHIBIT A-7

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FAMILY URGENT RESPONSE SYSTEM (FURS)

CONSENT TO RELEASE AND EXCHANGE NECESSARY INFORMATION WITH FOSTERING UNITY

1. Youth Name	2. Date of Birth
3. Parent's/Guardian/Caretaker's Names	4. Contact Number
5. Parent's/Guardian/Caretaker's Names	6. Contact Number
7. Address	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">1. _____</div> <div style="width: 45%;">_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">2. _____</div> <div style="width: 45%;">_____</div> </div>	
<p>8. CONSENT STATEMENT</p> <p>I/we understand that as we have requested further support of a peer partner, I/we give permission to the Department of Children and Family Services (DCFS) to release, disclose, and/or exchange necessary information about myself and youth listed above with Fostering Unity, but are not limited to: the Departments of Health Services, Mental Health, Public Social Services and Education; and the school systems. This consent includes both written and oral communication related to social, medical, developmental, psychological, educational, behavioral and other individual and family issues.</p> <p>This signed consent form will remain in effect for the duration of the youth/my/our family's participation in the FURS and Fostering Unity partnership.</p>	
9. Signature of Participant requesting a Peer Partner	10. Date of Signature
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
11. FURS Children's Social Worker (CSW) Signature	12. Date of Signature
<p>Notes:</p>	

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EXHIBIT A-8

Therapeutic Shelter Care (TSH)					
Service Log					
Date	Caregiver/Home	Youth Name	DOB	Services Provided	Notes

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EXHIBIT A-9

EXHIBIT A-9

C.A.R.E.
Call Log

Date	Craegiver/Home	Youth Name	DOB	Time of Call	Time of Response	Program Association (PSD, FURS, TSH

EXHIBIT B: Intentionally Omitted

EXHIBIT C

Line Item Budget

Organization Name: Fostering UNITY		
Program: FURS, PST, and TSH Pilot Projects- Caregiver Retention and Placement Stability (Jan 1, 2024-June 30, 2025)		
Program Budget (DCFS Grant Only)	\$	-
Expenses (18 month)		Project Totals
Personnel		
1 FTE Clinical Program Manager (Direct clinical level support and service lead for all DCFS Complex Care referrals, specialized family strengthening training lead, Empowerment lead, etc.)	\$	80,000
3 CSS III (Complex Care- Weekly Coffee with Caregivers Virtual Support, stabilized family/youth support and follow up services, parenting classes and individualized support, etc.)	\$	126,000
.50 FTE Executive Director (DCFS Program Development, CARE Line, Placement Stability Support, TSH Collaboration Lead)	\$	75,000
.50 FTE Director of Operations- (Social Work and Case Management case load support specific to Complex Care, Care Line, Supervisor of TSH, FURS, PST)	\$	63,000
.50 FTE Project Manager (PST, FURS, TSH Program Development- on-going/regular communications for involved families, virtual support and program support, data lead, etc.)	\$	43,000
.50 Administrative Admin	\$	27,000
Benefits	\$	66,240
Occupancy and utilities	\$	8,210
Equipment	\$	2,000
Supplies and materials	\$	800
Printing and copying	\$	400
Telecommunications & CARE Line	\$	3,000
Travel and meetings	\$	750
Marketing and advertising	\$	600
Liability Insurance	\$	4,000
	Subtotal	\$ 500,000
Indirect Costs (Max 10%. Enter % next column)	10%	\$ 50,000
	Total Expenses	\$ 550,000

Budget Narrative

Personnel (Jan 1, 2024-June 30, 2025)

Budget Narrative

Personnel

The current provision of services has witnessed a notable surge in referrals, necessitating a concerted and strategic approach to manage this heightened demand. To effectively address this challenge, the development of innovative and collaborative programs tailored to support families and youth with complex care needs requires a substantial management commitment to attain specific objectives. Additionally, there is a pressing need to expand our workforce and provide comprehensive training to accommodate the influx of referrals effectively.

In light of this situation, our primary focus is to establish seamless and effective communication channels during the planning phase. This is crucial to facilitate smooth coordination among all relevant stakeholders involved in the program. By fostering efficient communication, we aim to ensure that everyone is aligned with the objectives and expectations of the initiative.

Furthermore, we are committed to implementing stringent data collection protocols throughout the program's execution phase. These protocols will enable us to systematically gather vital information and metrics, allowing for a precise assessment of progress. Armed with this data, we will be well-equipped to make informed decisions to enhance and refine the program as needed, ensuring its continual improvement and effectiveness.

The success of these pilot programs relies on the expertise of our direct line staff who provide critical clinical-level interventions for placement stability and caregiver retention. These specialized skills encompass:

1. Handling initial referrals from partner agencies, conducting acuity assessments, identifying family needs, and creating personalized support service plans.
2. The Clinical Program Manager will assess referred cases and assign appropriate staff for ongoing follow-up.
3. Managing and conducting follow-up contacts at 30, 60, and 90 days to assess placement stability and identify additional family needs.
4. Leading and supervising virtual support and parent education sessions to strengthen families and stabilize placements.
5. Assessing critical issues and family needs to formulate strengths-based intervention plans, identifying necessary resources and support.
6. Developing and delivering psychoeducation and training tailored to the high-intensity needs of referred families and youth.
7. Providing didactic training for Fostering UNITY Care Service staff, focusing on the mental and behavioral health needs specific to trauma-impacted families and children.

Fostering UNITY's personnel budget requires highly trained staff dedicated to the complex care needs of families and youth served under the Scope of Work (FURS, PST, TSH). Based on our current services, we are prepared to expand our management and program staff to meet the growing referral demands. These personnel changes aim to utilize the exceptional skills of current staff while enhancing our capacity to address the unique support and service requirements of youth and caregivers in the FURS, PST, and TSH collaboration.

Our primary goal is to strategically allocate resources by hiring a Clinical Program Manager, necessitating either an MA or Doctorate level degree. Additionally, for the CARE Service Specialist III positions, candidates with an MA level degree are strongly preferred, although BA level qualifications will be considered as the minimum requirement.

Through these personnel changes, we aim to enhance the effectiveness of our collaborative efforts and further improve outcomes for the youth and caregivers participating in the program. Our commitment to professionalism and prudent resource allocation ensures the continued provision of high-quality support and services to those we serve.

Clinical Program Manager (MA level required, Doctorate level preferred):

The role of the Clinical Program Manager remains pivotal in ensuring the success of our pilot programs. This individual will oversee all clinical aspects of the initiatives, including the development and implementation of evidence-based interventions, progress monitoring, and providing guidance to the CARE Service Specialists. To attract exceptional candidates, we prefer an MA level qualification for this position, recognizing the value of advanced expertise.

CARE Service Specialist III (BA level required, MA level preferred):

The CARE Service Specialist III is a crucial position responsible for conducting acuity assessments, formulating personalized support service plans, and providing clinical-level interventions essential for placement stability and caregiver retention. While we require a BA level qualification for this role, we strongly encourage candidates with an MA level degree to apply, as the additional training and expertise can greatly contribute to the success of our programs.

Benefits are 16% of Fostering UNITY staff salaries. CSS staff who are AmeriCorps receive benefits already included in their specific personnel line item.

Indirect costs associated with a program grant refer to the expenses that support the overall functioning of the organization or institution implementing the grant-funded project, rather than being directly attributable to a specific program. These costs typically include administrative overhead, facility maintenance, and other operational expenses necessary to sustain the program's infrastructure and ensure its successful execution.

The following is a percentage of costs specific to the program services provided under this DCFS grant, it is not the overall cost for all Fostering UNITY Programs.

Occupancy and utilities: Fostering UNITY office space, including utilities such as electricity, water, and internet services.

Equipment: The budget for equipment includes purchasing and maintaining necessary items such as computers, printers, and furniture for efficient operations.

Supplies and materials: This category encompasses expenses for office supplies and other materials required for day-to-day activities of programs.

Printing and copying: This category comprises costs related to printing and copying documents, promotional materials, and any necessary publications.

Telecommunications & CARE Line: Budget allocated for communication services, including phone lines, internet, and a dedicated CARE Line for caregiver support or assistance.

Travel and meetings: This category covers expenses related to business travel, accommodation, and expenses incurred during meetings and conferences.

Marketing and advertising: The budget for marketing and advertising focuses on outreach, recruitment, and promotion of services specific to FURS, PST, and TSH programs.

Liability Insurance: This category includes liability coverage for Fostering UNITY programs and partner coverage requirements that protect from potential legal claims and liabilities.

Equal Employment Opportunity (EEO) Certification

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION
EFFECTIVE DATE: _____

CONTRACT NO.: _____

COUNTY PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY ALTERNATE PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION FOR

CONTRACT NUMBER _____

EFFECTIVE DATE: _____

CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.

CONTRACTOR'S PROJECT DIRECTOR (CPD):

Organization: _____

Name and Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

ALTERNATE CPD:

Name and Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

(Individuals authorized by the Board to bind Contractor in a Contract with the County)

Name and Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Name and Title: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:

**Department of Children and Family Services
Contracts Administration Division
Attn: Contract Analyst
510 S. Vermont Avenue 14th Floor Mail Room
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information (SOI) will be submitted to the Department of Children and Family Services Contracts Administration Division at the above address.

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

Signature of Individual Authorized to Bind Contractor in a Contract with the County

Date

EXHIBIT	G-1
EXHIBIT	G-2
EXHIBIT	G-3

G-1: CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G-2: CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY

G-3: CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____
 PRINTED NAME: _____
 POSITION: _____

DATE: ____/____/____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

EXHIBIT J: INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

- ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the

Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor

Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Department of Children and Family Services Information Security Officer:

Allan Ohanian, M.S CyberSec., MBA
Information Security Officer
510 S Vermont Ave
Los Angeles, CA 90202
Office: (562) 345-6606
Cell: (323) 627-9855
Email address: AOhanian@dcfs.lacounty.gov
DCFSSecurity@dcfs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

14. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and

implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

16. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in the Contract prescribes cyber liability insurance coverage provisions.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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.

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

http://file.lacounty.gov/auditor/portal/cms1_214867.pdf

The handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

OMB A1-222

http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a122/a122_2004.pdf

45 CFR 74.27

<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>

**COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACTS ADMINISTRATION DIVISION
FEDERAL AWARD INFORMATION (2CFR 200.332)
FISCAL YEAR _____**

Date of Notification: _____ Subrecipient Name: _____

Contract Number: _____ Federal Award Identification Number (FAIN): _____

Federal Award Date: _____

Subaward Period of Performance: _____ Subaward Budget Period: _____

Amount of Federal funds obligated by the pass-through entity: _____

Amount of Federal funds obligated to the Subrecipient by the pass-through entity include the current obligation:

Total Amount of Federal Award committed to the Subrecipient: _____

Federal Award Project description as required by FFATA:

Name of Federal Awarding Agency: _____ Agency's Assistance Listing Number: _____

(Formerly Catalog of Federal Domestic Assistance)

Please complete, sign the bottom portion, and return to:

Department of Children and Family Services - Contracts Administration Division

Attention: _____
510 S Vermont Ave Los Angeles, CA 90020

Unique Entity ID: _____

Indirect Cost Rate letter: **Yes** **No**

Acknowledgment: As pursuant to 2CFR Section 200.332(a)(1)(xiii), this is to acknowledge that this Agency does not engage in any Research and Development under this contract.

Agency's Legal Name

Agency's representative (Print Name)

Signature

Title

Date

Agency's representative (Print Name)

Signature

Title

Date

COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200 Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

DOCUMENTATION AVAILABLE

COMPLIANCE QUESTIONS	YES	NO	YES	NO
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <small>*cloud storage, Software-as-a-Service or SaaS</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contractor Name

Contractor Official Title

Official's Signature

EXHIBIT P: Intentionally Omitted

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed for debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of Contractor

Date

Contractor Name and Title

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Bidder acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the judgment shall be final.

SUBMITTAL

Bidder must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.

REQUIRED FORMS – EXHIBIT R
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

[illegible]

EXHIBIT S - CERTIFICATE OF COMPLIANCE

- 1) Proposer's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Proposer's Debarment History and List of Terminated Contracts
- 5) Declaration

CONTRACTS REQUIRED FORMS – EXHIBIT S
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the options that best define your firm's business structure: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State if Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business as other names within last five (5) years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. <div style="display: flex; justify-content: space-between;"> <div>Name(s):</div> <div>Year(s) of Name Change</div> </div>

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	

CONTRACTS REQUIRED FORMS – EXHIBIT S

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	<u>Board Policy 5.065</u>	Check the Certification below that is applicable to your company. <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<u>LACC 2.206</u>	Certifies Compliance? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption:

CONTRACTS REQUIRED FORMS – EXHIBIT S
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☐ **PREFERENCE REQUESTED (SELECT ALL THAT APPLY)**

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

CONTRACTS REQUIRED FORMS – EXHIBIT S
PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Proposer is currently debarred by a public entity			
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Proposer has contracts that have been terminated in the past three (3) years.			

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

CONTRACTS REQUIRED FORMS – EXHIBIT S
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBIT S IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
Released March 13, 2022, Version 2.0

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the "Subrecipient"), certify that on County Contract _____
or

_____ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

INTERNAL REVENUE NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

SOLE SOURCE CHECKLIST

Department Name: _____

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

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

Chief Executive Office

Date



BRANDON T. NICHOLS
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



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

October 23, 2023

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

From: Brandon T. Nichols
Director

**NOTICE OF INTENT TO REQUEST DELEGATED AUTHORITY TO EXECUTE A NEW
SOLE SOURCE CONTRACT WITH FOSTERING UNITY**

In accordance with the Board of Supervisor's Policy No. 5.100, Sole Source Contract and Amendments, County departments must provide advance written notice and justification to the Board prior to commencing contract negotiations for sole source contracts.

In compliance with Board Policy 5.100, Sole Source Contract and Amendments, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to execute a sole source contract with Fostering UNITY effective January 1, 2024, or date of execution, whichever is later through May 31, 2025.

BACKGROUND

On January 1, 2023, the California Department of Social Services (CDSS) issued All County Letter (ACL) 23-02 for Flexible Family Supports funding and DCFS submitted a proposal to access the Flexible Family Supports funds. Subsequently, on April 7, 2023, DCFS received approval from CDSS to utilize the funds to contract with Fostering UNITY. In addition, CDSS Contracts Section approved the multi-year sole source contract.

JUSTIFICATION

Fostering UNITY will provide family support services to caregivers, children and youth in out-of-home placement utilizing a multi-faceted strategic approach. Services include caregiver recruitment, mentoring, support, education, community collaboration and partnerships. The proposed services are aimed to strengthen connections, form positive

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The Honorable Board of Supervisors
October 23, 2023
Page 2

relationships, increase reunification/promote permanency, increase caregiver retention and improve overall outcomes for children and youth in out-of-home placements.

NOTIFICATION TIMELINE

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

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

BTN:CMM
LTI:EO:JS:as

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/15/2023		
BOARD MEETING DATE	12/5/2023		
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		
SUBJECT	Board letter to add more than 10% funding to a current contract		
PROGRAM	Community Child Abuse Councils Coordination (CCACC)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The American Rescue Plan Act (ARPA) funds must be utilized by the end of Fiscal Year (FY) 24/25.		
COST & FUNDING	Total cost: \$ 170,000	Funding source: American Rescue Plan Act (ARPA)	
	TERMS (if applicable): The funding increase is for FY 23/24 and FY 24/25		
	Explanation: \$85,000 for FY 23/24 and \$85,000 for FY 24/25		
PURPOSE OF REQUEST	The request is to add \$170,000 to the contract using funding from the American Rescue Plan Act (ARPA) for utilization by the 12 Child Abuse Prevention Councils in Los Angeles County. Eight-five percent (85%) funding will be provided to Children's Bureau, the CCACC contractor, to distribute to the Councils and the rest will be used by the contractor for administrative costs. The funding will be available for the FY 23/24 and 24/25 contract terms.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Community Child Abuse Councils Coordination (CCACC) contractor Children's Bureau of Southern California coordinates the work of 12 Child Abuse Prevention Councils (CAPCs) throughout Los Angeles County. The primary function of the CCACC includes public awareness training and educating those who are mandated to report child abuse to promote child safety and family well being. The funds will allow the 12 CAPCs to fund child abuse prevention activities targeting at risk youth and families including those affected by the juvenile system, provide concrete resources to keep families stable, provide stipends to persons with lived experience participating in the CAPCs, and similar other allowable activities by the ARPA funding regulations.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The contract was amended in fiscal year 23/24 with the initial addition of \$10,000 that was within the Director's delegated authority. The language states that the "CONTRACTOR shall utilize American Rescue Plan Act (ARPA funds) to promote community-based prevention programs that improve the well-being of children, families, and communities and to enact activities that advance racial equity and support underserved populations that have been marginalized by child welfare systems."		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Child Protection
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Leticia Torres-Ibarra, Contract Division Manager (213) 371-6297 torrel@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors
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First District
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Second District
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Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

December 5, 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 INCREASE FUNDS ABOVE THE TEN PERCENT DELEGATED
AUTHORITY TO THE COMMUNITY CHILD ABUSE COUNCILS COORDINATION
SERVICES CONTRACT WITH CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests to increase funds above the ten percent delegated authority to the Community Child Abuse Councils Coordination (CCACC) services contract with Children's Bureau of Southern California (CBSC) for the Fiscal Years (FYs) 2023-24 and 2024-25, effective upon execution from the Director of DCFS through June 30, 2025.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment substantially similar to Attachment A, to add more than 10% funding, in the amount of \$85,000 from the American Rescue Plan Act funds to the current contract for FY 2023-24, and \$85,000 for FY 2024-25. The Maximum Annual Contract Sum, including the addition of \$85,000, is \$185,000. The Maximum Contract Sum will be \$370,000 financed using 37.5 percent Federal funds and 62.5 percent Special Assembly Bill (AB) 2994 funds. Sufficient funding is included in the Department's Fiscal Year 2023-24 Final Adopted Budget and the FY 2024-25 Recommended Budget.

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2. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Sum up to 10 percent, if such an amendment is necessary, to meet change in service demands and the necessary funding is available in the budget provided that: a) County Counsel approval is obtained prior to executing such amendment and b) DCFS notifies the Board and the Chief Executive Office (CEO), in writing, within 10 business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract for changes to the terms and conditions of the contract to meet program needs provided that: a) County Counsel approval is obtained prior to executing amendments and b) DCFS notifies the Board and the CEO, in writing, within 10 business days after execution of such amendment.
4. Delegate authority to the Director of DCFS, or designee, to terminate CCACC contract for contractor default provided that: a) County Counsel approval is obtained prior to such termination, and b) DCFS notifies the Board and the CEO, in writing, within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will enable the County to continue an existing program designed to promote increased community understanding of child abuse and neglect issues through various Child Abuse Councils. The services provided through the CCACC contract include joint service activities to meet the collective goals of the Child Abuse Councils and ensure that they provide child abuse prevention and intervention services in their respective communities.

The primary purpose of the Child Abuse Councils is to coordinate the community's efforts to prevent and respond to child abuse. The additional funding will be utilized to continue to promote community-based prevention programs that improve the well-being of children, families and communities.

Implementation of Strategic Plan Goals

This contract is consistent with the County of Los Angeles Strategic Plan Goal I, Strategy I.1 - Increase Our Focus on Prevention Initiatives by organizing, overseeing and ensuring local Child Abuse Councils provide child abuse prevention and intervention services in their respective communities. All services are to be geared towards the communities' efforts to prevent and reduce the incidence of child abuse and neglect.

This contract is also consistent with the County of Los Angeles Strategic Plan Goal II, Strategy II.2 - Support the Wellness of our Communities by facilitating events such as the Asian & Pacific Islander, Children, Youth and Family Councils Public Service Announcement campaign about the dangers of leaving children unattended in cars and the LGBT Children Abuse Prevention Council's annual "Embracing the Diversity of GLBTQ+ Youth and families" conference.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum, including the addition of \$85,000, is \$185,000. The Maximum Contract Sum will be \$370,000, financed using 37.5 percent Federal funds and 62.5 percent Special AB 2994 funds. Sufficient funding is included in the Department's FY 2023-24 Final Adopted Budget and the FY 2024-25 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 24, 1982, the Governor of California approved legislation (AB 1733 and AB 2994) to help prevent and treat child abuse and neglect. AB 2994 established the County Trust Fund, which supports the funding of child abuse prevention, intervention and treatment services.

On August 21, 1998, AB 2779 augmented the general provision of AB 1733, authorizing additional funding for enhanced services with the emphasis on prevention programs provided through nonprofit agencies and support to Child Abuse Councils.

On October 4, 2001, the Los Angeles County Board of Supervisors approved funding guidelines and recommendations to fund programs that provide a full range of comprehensive child abuse and neglect prevention, intervention and treatment services as well as funds for CCACC services. DCFS has contracted for CCACC services since July 1, 2003.

On May 21, 2019, the Los Angeles County Board of Supervisors approved a contract with the CBSC effective July 1, 2019 through June 30, 2024, with options to extend the term for two one-year renewal periods through June 30, 2026.

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

IMPACT ON CURRENT SERVICES

Approval of the increase will improve family outcomes and child safety as well as coordinate the communities' efforts to prevent and respond to child abuse.

The Honorable Board of Supervisors
December 5, 2023
Page 4

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:CMM:KDR
LTI:SS:TN

Attachments

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



AMENDMENT NUMBER TWO

CONTRACT NUMBER 23-0002

WITH

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

FOR

COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES

**AMENDMENT NUMBER TWO
COMMUNITY CHILD ABUSE COUNCILS COORDINATION
CONTRACT NUMBER 23-0002**

This Amendment Number Two ("Amendment") to Community Child Abuse Councils Coordination Contract ("Contract") with Children's Bureau of Southern California, is made and entered into by and between the County of Los Angeles ("COUNTY"), and Children's Bureau of Southern California ("CONTRACTOR"), on this ____ day of _____, 2023.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract adopted by the Board of Supervisors on May 21, 2019, and CONTRACTOR has been providing the County services to coordinate the community's efforts to prevent and respond to child abuse, reduce the incidence of child abuse and neglect, and improve upon the safety and well-being of children and families countywide who are at risk for child abuse and neglect to the COUNTY; and

WHEREAS, the purpose of this Amendment is to increase the contract funding by more than ten percent effective July 1, 2023 through June 30, 2025, and;

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Standard Terms and Conditions, Section 8.1, Amendments;

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

1. **Standard Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1.2** is added to read as follows:

5.1.2 The Maximum Annual Contract Sum increased by \$85,000, for the total sum of \$185,000, effective July 1, 2023 through June 30, 2024; and \$85,000 for the period of July 1, 2024 to June 30, 2025, total \$185,000.

2. **Standard Terms and Conditions, Subsection 8.32.5 CYBER LIABILITY INSURANCE** is added to read as follows:

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$ 1 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of

the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

3. **Standard Terms and Conditions, Section 8.65, Compliance with Fair Chance Employment Hiring Practices** has been replaced in its entirety and replaced as follows:

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

4. **Standard Terms and Conditions, Section 8.67, Prohibition from Participation in Future Solicitation(s)** is added to read as follows:

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

5. **Standard Terms and Conditions, Section 8.68, Counterparts and Electronic Signatures and Representations** is added to read as follows:

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


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

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

**AMENDMENT NUMBER TWO
COMMUNITY CHILD ABUSE COUNCILS COORDINATION
CONTRACT NUMBER 23-0002**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Two 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 warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in or to this Contract.

COUNTY OF LOS ANGELES

By: 

Brandon T. Nichols, Director
Department of Children and Family
Services

CONTRACTOR

Children's Bureau of Southern California

By: _____ Date: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Dawyn R. Harrison, Interim County Counsel

By: 

David Beaudet, Senior Deputy County Counsel



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 17, 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

**NOTIFICATION OF INTENT TO REQUEST DELEGATED AUTHORITY TO APPROVE
AN INCREASE EXCEEDING 10 PERCENT OF THE MAXIMUM ANNUAL
CONTRACT AMOUNT**

In compliance with Board Policy 5.120, Authority to Approve Increases to Board Approved Contract Amounts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to submit a Board letter to request delegated authority to execute Amendment Two to Children's Bureau of Southern California for Community Contract Number 23-0002 with Community Child Abuse Councils Coordination (CCACC) to increase the Maximum Annual Contract Amount exceeding 10 percent.

In accordance with Board Policy 5.120, prior written notice to the Board is required for any department requesting delegated authority to increase a Board approved contract amount exceeding 10 percent.

BACKGROUND

The CCACC promotes increased community understanding of child abuse and neglect issues through various Child Abuse Councils. The services provided through the CCACC contract include joint service activities to meet the collective goals of the Child Abuse Councils and ensure that they provide child abuse prevention and intervention services in their respective communities.

"To Enrich Lives Through Effective and Caring Service"

JUSTIFICATION

The primary purpose of the Child Abuse Councils is to coordinate the community's efforts to prevent and respond to child abuse. The additional funding will be utilized to continue to promote community-based prevention programs that improve the well-being of children, families and communities.

DCFS is requesting to increase the current \$100,000 Maximum Annual Contract Sum by \$85,000 for Fiscal Years 2023-24 and 2024-25, for a Maximum Contract Sum of \$370,000, using funds from the American Rescue Plan Act. This increase will allow the County to continue to coordinate the community's efforts to: a) respond to child abuse, b) reduce the incidence of child abuse and neglect and c) improve upon the safety and well-being of children and families countywide who are at risk for child abuse and neglect. This will be achieved through the coordination, planning, oversight and facilitation of joint service activities to meet the collective goals of the Child Abuse Councils in the County of Los Angeles.

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

BTN:CMM:KDR
LTI:SS:TN:dj

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



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

December 5, 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 SOLE SOURCE
AMENDMENTS TO EXTEND THE
TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS) CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request the Board's approval of sole source amendments to extend 15 Transitional Housing Program-Plus (THP-Plus) contracts, effective January 1, 2024 through December 31, 2024, with an additional six-month extension option through June 30, 2025, if necessary, to complete the Request for Proposals (RFP) solicitation process.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute 15 THP-Plus contract amendments substantially similar to Attachment A, with the eight THP-Plus providers listed in Attachment B, effective January 1, 2024 through December 31, 2024. The total projected cost of the one-year extension is approximately \$8,542,800, financed using 25 percent 2011 State Realignment funds and 75 percent THP funds.
2. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to extend the THP-Plus contracts for up to six additional months by written notice, contingent upon the California Department of Social Services' (CDSS) approval, if necessary, to complete the RFP solicitation process, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of

"To Enrich Lives Through Effective and Caring Service"

the contract extension; and (c) the Director of DCFS notifies the Board and the Chief Executive Office (CEO), in writing, within ten business days of execution.

3. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute THP-Plus contract amendments, in the event there is a change in the THP-Plus rate of reimbursement, provided that: (a) County Counsel approval is obtained prior to the execution of the contract amendments; and (b) DCFS notifies the Board and the CEO, in writing, within ten business days of execution.
4. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute THP-Plus contract amendments to increase or decrease the Maximum Annual Contract Sum by no more than ten percent to accommodate an increase or decrease in units of services provided, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) DCFS notifies the Board and the CEO, in writing, within ten business days of execution.
5. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute THP-Plus contract amendments to incorporate changes as mandated by Federal, State, County, or Municipal laws, regulations, or court orders, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) DCFS notifies the Board and the CEO, in writing, within ten business days of execution.
6. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to terminate a contract for contractor default or for convenience of the County, provided that: (a) County Counsel approval is obtained prior to termination of the contract; and (b) DCFS notifies the Board and the CEO, in writing, within ten business days of termination of the contract.
7. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute THP-Plus contract amendments to increase the Maximum Contract Sum to reallocate funding in the event another contract is terminated for convenience or contractor's default, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) DCFS notifies the Board and the CEO, in writing, within ten business days of execution.
8. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to prepare and execute amendments to the THP-Plus contracts for changes affecting the scope of work or to any of the terms and conditions included under this contract provided that: (a) amendments are consistent with applicable Federal, State, and County requirements; (b) County Counsel approval is obtained

prior to executing the amendments; and (c) DCFS notifies the Board and CEO, in writing, within ten business days of executing such amendment(s).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The current 15 THP-Plus contracts will expire on December 31, 2023. The recommended actions will enable the County to continue an existing program designed to assist emancipated youth with or without children as they move from dependency to self-sufficiency by providing housing and supportive services.

THP-Plus is a housing placement opportunity for emancipated foster (DCFS/Probation) youth, ages 18-25, who exited foster care at age 18 or older and are at-risk of homelessness. The eligibility of youth was extended to age 25 and up to 36 cumulative months.

The County does not have the capacity to provide these services and must rely upon available community resources for THP-Plus housing to ensure the safety and quality of care required for these emancipated youth.

Without approval of the recommended actions, many County emancipated foster youth, with or without children, will not make a successful transition to adulthood. For emancipated youth with children, THP-Plus will also assist in keeping their families together, thereby ensuring their children do not enter the foster care system.

DCFS is currently preparing an RFP solicitation for release. The recommended actions support the Department's priority outcomes of safety, permanency, and well-being/education, and will prevent any lapse in services while the solicitation is being completed.

Implementation of Los Angeles County's Strategic Plan Goals

The recommended action is consistent with the principles of Strategic Plan Goal I – Make Investments that Transform Lives, Strategy I.2 – Enhance our Delivery of Comprehensive Interventions, I.2.1 – Provide Subsidized Housing for Vulnerable Populations, I.2.4 – Support Job Readiness and Increase Employment Opportunities for Youth Served by the County, and I.2.9 – Support the Long Term Success of Transition Aged Youth.

FISCAL IMPACT/FINANCING

The Maximum Annual Cost for the THP-Plus contracts, effective January 1, 2024 through December 31, 2024, is approximately \$8,542,800. Funds are disbursed on a per-client basis with limitations set on the number of clients rather than establishment of

an Annual Maximum Contract amount for each contractor. The fixed cost/rate for each THP-Plus participant is \$3,000 per month, or pro-rated if placement is less than a month; and the fixed cost/rate for each THP-Plus parenting participant is \$3,300 per month, or pro-rated if placement is less than a month. The contract cost will be funded by 25 percent 2011 State Realignment funds and 75 percent THP funds. There will be no impact on net County cost.

The total cost of the THP-Plus contracts is included in the Fiscal Year 2023-24 Final Adopted Budget and will be included in the Department's subsequent fiscal year budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 10, 2023, DCFS received approval from CDSS to extend the THP-Plus contracts for one year, effective January 1, 2024 through December 31, 2024, until the solicitation can be completed.

The THP-Plus Program was created pursuant to AB 427 (Chapter 125, Statutes of 2001), as modified by AB 1119. THP-Plus provides transitional housing and supportive services for eligible youth who exited foster care at age 18 or older, until the youth's 24th birthday, and/or for up to 24 cumulative months. However, based on All County Information Notice No. I-40-15, dated May 27, 2015, issued by the California Department of Social Services, to inform counties of the recent changes to the age and time limits for the THP-Plus program brought about by Senate Bill (SB) 1252, THP-Plus services will be provided to eligible youth until the youth's 25th birthday, or up to 36 cumulative months, if completing secondary education or enrolled in post-secondary education.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these contracts. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

County Counsel has approved the amendment and Board letter as to form.

IMPACT ON CURRENT SERVICES

The amendments of the 15 THP-Plus contracts will ensure uninterrupted THP-Plus services for eligible emancipated foster (DCFS/Probation) youth and will help maintain the County's ability to provide a safe protective environment to children and youth while assisting youth achieve self-sufficiency.


The Honorable Board of Supervisors
December 5, 2023
Page 5

The contracts will not infringe upon the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

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 Probation Department.

Respectfully submitted,


BRANDON T. NICHOLS
Director

GUILLERMO VIERA ROSA
Chief Probation Officer, Probation Department

BTN:CMM:LTI
SS:kw

Attachments

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



AMENDMENT NUMBER XX

**TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)
SPA X**

CONTRACT NUMBER 17-001-XX

WITH

(Contractor)

**AMENDMENT NUMBER XX
TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)
CONTRACT NUMBER 17-001-XX**

This Amendment Number XX (hereinafter referred to as "Amendment") to the Transitional Housing Program-Plus (THP-Plus) Contract Number 17-001-XX, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this 1st day of January, 2024, by and between the County of Los Angeles (hereinafter referred to as "COUNTY") and XXX, (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract, and CONTRACTOR has been providing THP-Plus Services to the County since July 1, 2020; and

WHEREAS, the purpose of this Amendment is to extend the Contract for an additional year from January 1, 2024 through December 31, 2024; and

WHEREAS, this amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract to be effective January 1st, 2024, or date of execution, whichever is later:

1. Part I: Unique Terms and Conditions, Section 3.0 – Term, Subsections 3.5.1 and 3.5.2 are added and reads as follows:

3.5.1 The term of this Contract is January 1, 2024 through December 31, 2024, unless terminated sooner or extended, in whole or in part, as provided in this Contract.

3.5.2 The term of this Contract may also be extended by the Director of DCFS and Chief Probation Officer by written notice to the Contractor 60 days prior to the expiration of the contract term, after County Counsel approval, for a period not to exceed six (6) months beyond December 31, 2024, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

2. Part I: Unique Terms and Conditions, Section 4.0 – Contract Sum, Subsection 4.2.5 is added and reads as follows:

4.2.5 Effective the date of execution of Amendment Number XX, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1__.

3. Part I: Unique Terms and Conditions, Section 4.0 – Contract Sum, Subsection 4.3.5 is added and reads as follows:

4.3.5 CONTRACTOR shall not exceed the maximum capacity of XX THP-Plus Participants per month (based on full-month placement), effective the date of execution of Amendment Number XX.

4. Exhibit B-1__: Pricing Schedule, as attached hereto, is incorporated into the contract for the period of January 1, 2024 through December 31, 2024.
5. Exhibits, Exhibit B-2__, Line Item Budget and Narrative, as attached hereto, is added as part of Exhibit B-2 – Line Item Budget and Narrative for the period of January 1, 2024 through December 31, 2024.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER XX
TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS)
CONTRACT NUMBER 17-001-XX

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Brandon T. Nichols, Director
Department of Children
and Family Services

By: _____
Name: _____
Title: _____

By: _____
Guillermo Viera Rosa,
Chief Probation Officer,
Probation Department

By: _____
Name: _____
Title: _____

Tax Identification Number

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By: _____
David Beaudet, Senior Deputy County Counsel

**TRANSITIONAL HOUSING PROGRAM-PLUS (THP-Plus)
AMENDMENT NUMBER XX PRICING SCHEDULE**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Attachments, and Contract.

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP- Plus)	Pro Rata Payment Per Unit of Service
CONTRACTOR shall not exceed the maximum capacity of XX THP-Plus participants per month at this rate.	\$3,000.00 per month per THP-Plus participant.
CONTRACTOR shall not exceed the maximum capacity of XX THP-Plus participants per month at this rate.	\$3,300.00 per month per parenting THP-Plus participant.

Authorized Signature

Print Name and Title

Date

PLACEHOLDER FOR AGENCY'S
NEW LINE ITEM BUDGET AND NARRATIVE

**THP-PLUS CONTRACTORS
BY SERVICE PLANNING AREA**

*SPA	CONTRACT NO.	AGENCY
1	17-001-01	Walden Family Services
2	17-001-02	Walden Family Services
2	17-001-03	Hathaway-Sycamores Child and Family Services
3	17-001-04	David & Margaret Home, Inc.
3	17-001-05	Florence Crittenton Services of Orange County, Inc. dba Crittenton
4	17-001-06	First Place for Youth
4	17-001-07	St. Anne's Family Services
5	17-001-08	First Place for Youth
6	17-001-09	First Place for Youth
6	17-001-10	Wellnest, Emotional Health and Wellness
6	17-001-21	Florence Crittenton Services of Orange County, Inc. dba Crittenton
7	17-001-11	United Friends of the Children
7	17-001-12	Florence Crittenton Services of Orange County, Inc. dba Crittenton
8	17-001-13	United Friends of the Children
8	17-001-14	Florence Crittenton Services of Orange County, Inc.

*SPA - Service Planning Area

SOLE SOURCE CHECKLIST

Department Name: _____

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

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

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/15/2023		
BOARD MEETING DATE	12/5/2023		
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		
SUBJECT	Board letter for new Individualized Transition Skills Program contracts		
PROGRAM	Individualized Transition Skills Program (ITSP)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The current contracts will expire on December 31, 2023 and new contracts are needed		
COST & FUNDING	Total cost: \$3,131,719 annually,	Funding source: 57 percent Chafee Federal funds and 43 percent State funds.	
	TERMS (if applicable): 1/1/2024 to 12/31/2024		
	Explanation: The total annual funding cost is \$3,131,719		
PURPOSE OF REQUEST	The recommended actions will allow TCCF to facilitate the continuation of the Independent Living Program (ILP) for Transition Age Youth (TAY) under the supervision of DCFS. The contracts provide community-based life skills sessions in the homes and communities of DCFS TAY, ages 16 to 20, to ensure that the enrolled TAY develop life skills to become self-sufficient adults. The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) and the eight Chafee Outcome Measures, which are: 1) Receiving a high school diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Avoiding homelessness; 6) Avoiding pre-marital childbirth; 7) Avoiding incarceration; and 8) Avoiding high-risk behaviors.		
BACKGROUND (include internal/external issues that may exist including any related motions)	ITSP was derived from the enacted Federal Legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999). The Public Laws require that an ILP for youth be implemented in the Child Welfare systems. These laws were titled the Foster Care Independence Act of 1999, which stipulates proactive emancipation planning for TAY, from 16 years of age up to their 20th birthday. The legislation amended the Social Security Act, Title IV-E, Section 477 [42 U.S.C. 677], and became the legal authority that governs ILP services. Senate Bill 933 (August 8, 1998) also amended the Welfare and Institutions Code (WIC), Section 10609.3, which further strengthened and supported the deployment of ILP services within the designated public agencies.		

	Approval of these contracts will enable DCFS and Probation to continue providing ITSP services.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Leticia Torres-Ibarra, Contract Division Manager (213) 371-6297 orrel@dcfs.lacounty.gov



BRANDON T. NICHOLS
Director

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

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



Board of Supervisors
HILDA L. SOLIS
First District
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Second District
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Third District
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Fourth District
KATHRYN BARGER
Fifth District

December 5, 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 FOR APPROVAL OF TWO NEW
INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACTS
WITH THE COMMUNITY COLLEGE FOUNDATION
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) requests the Board's approval to execute two new contracts, one in South County and one in North County, with The Community College Foundation (TCCF) for the Individualized Transition Skills Program (ITSP).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute two new contracts, substantially similar to Attachment I, with TCCF, for the provision of ITSP services. The term of the contracts will be effective January 1, 2024 to December 31, 2024, with the option to extend for two additional one-year periods from January 1, 2025 through December 31, 2026. The estimated cost to execute these two contracts is \$3,131,719 annually, financed using 57 percent Chafee Federal funds and 43 percent State funds.
2. Delegate authority to the Director of DCFS and Chief Probation Officer, or their designee, to exercise the two one-year extension options by written notice or amendment provided that: a) sufficient funding is available; b) County Counsel approval is obtained prior to execution of such amendment(s); and c) the Director of DCFS notifies the Board and the Chief Executive Office (CEO), in writing, within ten business days of executing such amendment(s).

"To Enrich Lives Through Effective and Caring Service"

3. Delegate authority to the Director of DCFS and Chief Probation Officer, or their designee, to execute amendments to the ITSP contracts with TCCF, to make changes to the scope of work or the terms and conditions, if such changes are necessary to meet any Federal, State, or County requirements or to meet program needs provided that: a) County Counsel approval is obtained prior to execution of such amendment(s); and b) DCFS notifies the Board and CEO, in writing, within ten business days of execution.
4. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute amendments to increase or decrease the maximum annual contract amount by no more than 10 percent per year during the term of the contract to accommodate increases or decreases in units of service provided that: a) the amendments do not include cost of living adjustment; b) sufficient funding is available for increases; c) County Counsel approval is obtained; and d) DCFS notifies the Board and CEO, in writing, within ten business days of execution.
5. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to extend the new ITSP contract by amendment for a period not to exceed six months beyond December 31, 2026, if such additional time is necessary to complete the negotiation or solicitation of a new contract provided that: a) the cost of living adjustment is not included; b) sufficient funding is available for the extension; c) County Counsel approval is obtained prior to executing the extension; and d) DCFS notifies the Board and the CEO, in writing, within ten business of execution.
6. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to terminate the ITSP contracts for contractor default provided that: a) County Counsel approval is obtained prior to such termination; and b) DCFS notifies the Board and the CEO, in writing, within ten business days of terminating the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will allow TCCF to facilitate the continuation of the Independent Living Program (ILP) for Transition Age Youth (TAY) under the supervision of DCFS. The contracts provide community-based life skills sessions in the homes and communities of DCFS TAY, ages 16 to 20, to ensure that the enrolled TAY develop life skills to become self-sufficient adults. The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) and the eight Chafee Outcome Measures, which are: 1) Receiving a high school diploma; 2) Educational attainment; 3) Employment; 4) Avoidance of dependency; 5) Avoiding homelessness; 6) Avoiding pre-marital childbirth; 7) Avoiding incarceration; and 8) Avoiding high-risk behaviors.

Implementation of Los Angeles County's Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Number I.1 – Increase Our Focus on Prevention Initiatives. Implement evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems.

FISCAL IMPACT/FINANCING

The estimated cost to execute these two contracts is \$3,131,719 annually, financed using 57 percent Chafee Federal funds and 43 percent State funds. Sufficient funding is included in the Department's Fiscal Year 2023-24 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ITSP was derived from the enacted Federal Legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999). The Public Laws require that an ILP for youth be implemented in the Child Welfare systems. These laws were titled the Foster Care Independence Act of 1999, which stipulates proactive emancipation planning for TAY, from 16 years of age up to their 20th birthday. The legislation amended the Social Security Act, Title IV-E, Section 477 [42 U.S.C. 677], and became the legal authority that governs ILP services. Senate Bill 933 (August 8, 1998) also amended the Welfare and Institutions Code (WIC), Section 10609.3, which further strengthened and supported the deployment of ILP services within the designated public agencies.

In 1999, the Foster Care Independence Act adopted the Chafee Foster Care Independence Program, through which the California Department of Social Services is designated to administer the ILP. The ILP offers, through ITSP, services that provide TAY with life-skills training, experience, and assistance to become productive and self-sufficient adults.

Approval of these contracts will enable DCFS and Probation to continue providing ITSP services.

County Counsel and the CEO have reviewed this Board letter. County Counsel approved the contracts as to form.

CONTRACTING PROCESS

The recommended contracts are the result of a Request for Proposals (RFP) released by DCFS and Probation, for the award of two contracts, one for the North County and another for the South County. The RFP was posted on the County Open Solicitations and DCFS Open Solicitations websites. In addition, the contracting opportunity was

advertised in six local newspapers, covering all areas of Los Angeles County. DCFS held a Proposers' Conference and one proposal was submitted for the North County and three proposals were submitted for the South County. The proposal submitted for the North County was reviewed for compliance with the minimum requirements in the RFP and the proposer, TCCF, was determined to be qualified, responsive and responsible and recommended for a contract for the North County. Three proposals were submitted for the South County. A responsiveness review was completed and it was determined that the three proposals submitted for the South County met the minimum requirements set forth in the RFP.

The proposals were then evaluated by an Evaluation Committee (Committee), which evaluated the proposals in the following areas: financial viability, references, experience, approach, quality assurance, and cost. The Committee individually scored each proposal in the areas of experience, approach, and quality assurance, and then convened during the information averaging meetings to discuss their scores and justifications. Subsequently, scores from the evaluators were averaged and aggregated to the scores obtained from the financial viability, references, and cost evaluations in order to arrive at one final score for each proposal.

Upon review and evaluation of the submitted proposals, the Committee determined that the recommended contractor for the South County was the most responsive and responsible proposer, ranking TCCF's proposal as the highest of the three proposals evaluated for the South County. As part of the evaluation process, there was a quality assurance phase to ensure that all scores and score justifications were in alignment with each other. The result of the evaluation and ranking were also discussed at a closed session with the Board Deputies on November 9, 2022.

On March 28, 2023, one proposer, Children's Institute Inc., requested a County Independent Review with the assertion that DCFS did not follow the RFP protocol when evaluating proposals. The County Independent Reviewer found no merit to the protestor's assertion.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) and Cost of Living Adjustment are not applicable to these contracts.

IMPACT ON CURRENT SERVICES

Approval of the recommended action will enable DCFS to continue providing self-sufficiency assistance to TAY.

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

The Honorable Board of Supervisors
December 5, 2023
Page 5

attachment to the Department of Children and Family Services and the Probation Department.

Respectfully submitted,



BRANDON T. NICHOLS
Director, DCFS

GUILLERMO VIERA ROSA
Chief Probation Officer, Probation Department

BTN:CMM:LTI
SS:tn

Enclosures

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

APPENDIX A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE COMMUNITY COLLEGE FOUNDATION

FOR

**INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES
(NORTH REGION)**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE COMMUNITY COLLEGE FOUNDATION
FOR
INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and The Community College Foundation, hereinafter referred to as "Contractor". The Community College Foundation is located at 3530 Wilshire Blvd, Suite 610 Los Angeles, CA 90010.

RECITALS

WHEREAS, the County may contract with non-profit businesses for Individualized Transition Skills Program Services when certain requirements are met; and

WHEREAS, the Contractor is a non-profit firm specializing in providing Individualized Transition Skills Program Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Children and Family Services or designee, to execute and administer this Contract; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule (Not attached to Contract)
B2	Performance Requirement Summary
B3	Line Item Budget and Narrative
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
Exhibit I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit J	Charitable Contributions Certification
Exhibit K	Information Security and Privacy Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 **Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.1.3 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.4 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.9 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 **DCFS:** County's Department of Children and Family Services.
- 2.1.12 **Director:** County's Director of the Department of Children and Family Services or his authorized designee.
- 2.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 **Maximum Contract Sum:** The maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised

- 2.1.15 Participant:** A person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.1.16 Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.17 Probation:** County's Department of Probation.
- 2.1.18 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.19 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.20 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be one year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend the Contract term for up to two additional one (1) year periods, for a maximum total Contract term of three years. Each such extension option may be exercised at the sole discretion of the Director and Chief Probation Officer, by written notice or amendment to the Contractor.

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

- 4.3** The Contractor must notify DCFS and Probation when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor must send written notification to DCFS at the address herein provided in Exhibit E (County's Administration).

- 4.4** The 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.
- 4.5** The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the Contractor 60 days prior to the expiration of the contract term, for a period not to exceed six months beyond December 31, 2026, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Maximum Annual Contract Sum is \$ 1,486,690 for the contract period. The Maximum Contract Sum for this Contract is \$4,460,070.
- 5.1.2** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor as specified in Exhibit B, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5 of this Contract.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

Contractor's budget is attached hereto and incorporated by reference herein as Exhibit B-3, 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 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.

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 The Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the DCFS County Program Manager, for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attn: Accounting Services, Contract Accounting Section
510 Vermont Avenue, 14th Floor
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles
Youth Development Services
Attn: Charlotte Lewis, Program Manager
1373 East Center Court Drive

5.5.5 County Approval of Invoices

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

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

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Project Director

The role of the County's Project Director may include:

6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully

satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

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

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

7.6 Confidentiality

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

County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the DCFS Director or designee, and the Chief Probation Officer or designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be

prepared and executed by the contractor and by DCFS Director or designee, and the Chief Probation Officer or designee.

- 8.1.3** The Director or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by DCFS Director and Chief Probation Officer.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

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

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must

immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified,

permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) 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.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the

County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any

other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the

required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and

expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 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 sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:
 County of Los Angeles
 Department of Children and Family Services
 Contracts Administration
 Attention: Eric Carlos, Contract Analyst
 510 Vermont Avenue, 14th Floor
 Los Angeles, CA 90020
- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent

split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability-Errors and Omissions**

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

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7)

training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Cyber Liability Insurance**

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

8.26 Liquidated Damages

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

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

or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing

Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a 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.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's

need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

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

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

this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

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

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must 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.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has

determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Program Manager.

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

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

8.42 Termination for Convenience

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

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

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the

control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days

in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

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

copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the 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 Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** 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 the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 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 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3 Patent, Copyright and Trade Secret Indemnification**

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

the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

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

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

9.4 Contractor's Charitable Activities Compliance

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

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law

Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT
INDIVIDUALIZED TRANSITION SKILLS PROGRAM SERVICES CONTRACT #**

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 Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

Brandon T. Nichols, Director
Department of Children
and Family Services

By: _____

Name: _____

Title: _____

By: _____

Guillermo Viera Rosa
Chief Probation Officer
Probation Department

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
Dawyn R. Harrison, County Counsel

By: _____

David Beaudet, Senior Deputy County Counsel