



# Board of Supervisors Public Safety Cluster Agenda Review Meeting

**DATE:** May 8, 2024

**TIME:** 9:30 a.m. – 11:00 a.m.

**MEETING CHAIR:** Steven Edwards, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Dardy Chen

**This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors’ March 19, 2024 order.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to:** [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.  
The meeting chair will determine the amount of time allowed for each item.  
**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

**1. CALL TO ORDER**

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

- A.** Board Letter:  
AGREEMENT WITH CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES TO RECEIVE REIMBURSEMENT FOR EXPENSES INCURRED ATTENDING AND CONDUCTING URBAN SEARCH AND RESCUE TRAINING  
Speaker(s): Gregory Short, Claudia Jauregui and Julia Kim (Fire)

- B.** Board Letter:  
AUTHORIZE THE PUBLIC DEFENDER TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS AND GRANT AN EXCEPTION TO THE 180-DAY WAITING PERIOD REQUIRED UNDER THE CALIFORNINA PUBLIC EMPLOYEES' PENSION REFORM ACT  
Speaker(s): Jon Trochez (PD)

**3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Letter:  
APPROVAL OF SOLE SOURCE AMENDMENT TO EXTEND SOLE SOURCE CONTRACT NUMBER FR10545 WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES  
Speaker(s): William Mayfield, Saman Kashani and Julia Kim (Fire)
- B.** Board Letter:  
EXECUTION OF WORK ORDER UNDER CRIMINAL JUSTICE SEARCH AND EVALUATION SERVICES MASTER AGREEMENT FOR EVALUATION OF PUBLIC DEFENDER'S CARE HOLISTICE YOUTH LEGAL DEFENSE PROJECT  
Speaker(s): Luis Rodriguez (PD) and Mark Delgado (CCJCC)
- C.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA VICTIM COMPENSATION BOARD FOR CLAIMS VERIFICATION PROGRAM FOR FISCAL YEARS 2024-25, 2025-25, AND 2026-27  
Speaker(s): Clint Molezion and Julien Tan (DA)
- D.** Board Letter:  
REQUEST TO AUTHORIZE THE MEDICAL EXAMINER (DME) TO EXECUTE AN AGREEMENT WITH ONE LEFACY FOR TISSUE COLLECTION SERVICES  
Speaker(s): Dr. Odey Ukpo and Dr. Robyn Parks (DME)

**4. PUBLIC COMMENTS**

**5. ADJOURNMENT**

**CLOSED SESSION ITEM(S):**

- CS-1**     **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)

Significant exposure to litigation (one case)

**6. UPCOMING ITEM(S) FOR MAY 15, 2024:**

**A.** Board Briefing:

CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING

Speaker(s): Sharmaine Moseley (COC)

**B.** Board Briefing:

OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY STATUS AND CUSTODY  
BRIEFING

Speaker(s): Max Huntsman (OIG)



# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)

**BOARD OF SUPERVISORS**  
LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT  
JANICE HAHN  
FOURTH DISTRICT  
HOLLY J. MITCHELL  
SECOND DISTRICT  
KATHRYN BARGER  
FIFTH DISTRICT

May 21, 2024

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

Dear Supervisors:

## **AGREEMENT WITH CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES TO RECEIVE REIMBURSEMENT FOR EXPENSES INCURRED ATTENDING AND CONDUCTING URBAN SEARCH AND RESCUE TRAINING (ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into agreement with the California Governor's Office of Emergency Services (Cal-OES) to receive reimbursement for expenses incurred attending and/or conducting Urban Search and Rescue (USAR) training in the amount of \$519,000 for the District's California Task Force 2 (CA-TF2) USAR team.

### **IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Fire Chief, or his designee, to enter into agreement (Enclosure) with Cal-OES to receive reimbursement for expenses incurred attending and/or conducting USAR training in the amount of \$519,000. The agreement performance period ends on June 30, 2025, with the option to extend for an additional twelve (12) months.
2. Approve and delegate authority to the Fire Chief, or his designee, to accept similar future agreements, amendments, grant awards, and extensions from Cal-OES for USAR training and exercises in the amount not to exceed \$600,000, provided such documents are reviewed and approved as to form by County Counsel.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRWINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

3. Find that the Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District is requesting your Board's approval to enter into the agreement with Cal-OES to receive reimbursement for expenses incurred attending and/or conducting USAR training for CA-TF2 USAR team members. The agreement with Cal-OES is a one-year agreement with a one-year extension option. The courses will provide initial training for new team members and continual education for existing personnel. The USAR training reimbursements cover the District's costs for providing training, exercises, employee compensation, and travel costs to allow CA-TF2 members to attend, and complete required trainings.

This Agreement will reimburse the District for CA-TF2 members attending Federal Emergency Management Agency (FEMA) USAR instructor led trainings, or any other identified acceptable trainings required by Cal-OES specifically related to the FEMA USAR Response System program.

In addition, the delegation of authority for the Fire Chief to enter into agreements for reimbursement by participating or receiving agencies will expedite the District's participation in such projects, specifically in responding to major emergencies. Prior to executing any agreement for reimbursement, the District will ensure that County Counsel approves the agreement as to form.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The District, being a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The grant award will supplement existing revenues and will be included in the District's Fiscal Year 2024-25 Adopted Budget.

There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Cal-OES has provided the District with specific guidelines and expenditure procedures for the administration and management of the Cal-OES FEMA US&R Response System Training Reimbursement Agreement. Unless approved by Cal-OES, the grant performance period will end June 30, 2025.

**ENVIRONMENTAL DOCUMENTATION**

Acceptance of this grant award does not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

**IMPACT OF CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow the District to participate and conduct joint training exercises, which will reinforce the District's readiness when responding to local, State, and federal disasters.

**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
North Operations Bureau – Technical Operations Section  
Attention: Greg Short, Battalion Chief  
12605 Osborne Street  
Pacoima, CA 91331  
[Greg.Short@fire.lacounty.gov](mailto:Greg.Short@fire.lacounty.gov)

The District contact may be reached at (323) 246-7118.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:gs

Enclosures

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

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**EXHIBIT A**  
**STATEMENT OF WORK (SOW)**

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**Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R) Response System Training Reimbursement for Response and Readiness CA-Task Force 2****1. OBJECTIVE**

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", requires Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "Fire Agency", to govern the reimbursements for the Fire Agency's costs of providing training, exercises, backfilling positions, overtime and travel costs to allow Fire Agency staff to attend, and successfully complete FEMA US&R Instructor Led Training (ILT) or any other identified acceptable training required by Cal OES specifically related to the FEMA US&R Response System program. Cal OES and the Fire Agency will use the most cost-effective means for providing funding for training, exercises, backfill, overtime and travel costs. The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to send staff to Cal OES for provided US&R response training. Courses will preferably be in the State of California as a first consideration when appropriate.

The Agreement includes funding for the Fire Agency to attend/host and complete any of the required State Fire Marshall certified trainings pertinent to team need and FIRESCOPE ICS 162 requirements and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) and FEMA US&R Instructor Led Trainings (ILT) or any mutually agreed upon US&R or other acceptable training/exercises that meets CSTI requirements/standards and is approved by Cal OES Contract Manager.

The Fire Agency is approved for a 3% administrative fee for processing invoices for reimbursement.

**2. TERM/PERIOD OF PERFORMANCE**

- A. The period of performance for the Agreement shall be January 1, 2024, or upon approval, whichever is later, through June 30, 2025, with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.
- B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.

- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual, Volume 1.

### **3. BUDGETED AMOUNT**

The initial award of this Agreement shall not exceed \$519,000.00 and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

### **4. QUALIFICATIONS**

Attendee must be a rostered member of the FEMA US&R Task Force.

### **5. PROJECT TASKS AND DELIVERABLES**

The Fire Agency must perform project tasks and/or deliverables including, but not limited to, the following:

- A. The Fire Agency shall schedule and advise the Contract Manager of all potential US&R Core classes and or FEMA US&R ILT response courses. The courses will provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for readiness to respond to any local, regional, or state disaster or catastrophe at which their specialized US&R and technical rescue capabilities are required in support of first responder units.
- B. When hosting, in order to maximize the training benefit and build response capability statewide, the Fire Agency and Cal OES agree that priority is given to CA-TF 2 personnel, and in any case offered under this Agreement, excess training spaces (up to normal class fill) shall be open to enrollment for other FEMA CA-TF teams from other jurisdictions, at no tuition charge to those FEMA CA-TFs or their personnel, as needed.
- C. The Fire Agency shall ensure members of the CA-TF2 complete the following certified trainings pertinent to team need, as needed, and the FEMA US&R Response System Guidelines, the Firefighting Resources of California Organized for Potential Emergencies Incident Command System (FIRESCOPE ICS) 162 requirements, and National Fire Protection Agency (NFPA) 1006 Standard for Technical Rescue Personnel Qualifications (2021), or any other training identified by the Fire Agency and approved by Cal OES Contract Manager.
  - i. US&R Core Classes to include, but not limited to:
    - a. Rope Rescue Awareness/Operations (RRA/O)



- b. Structural Collapse Specialist 1 (SCS1)
  - c. Confined Space Rescue Operations/Technician (CSRO-T)
  - d. Structural Collapse Specialist 2 (SCS2)
  - e. Trench Rescue Technician (TRT)
  - f. Rope Rescue Technician (RRT)
  - g. Machinery Rescue Technician/Heavy Vehicle Rescue Technician (MRT/HVRT)
- ii. FEMA US&R ILT classes to include, but not limited to:
- a. Task Force Leader (TFL)
  - b. Safety Officer (SO)
  - c. Rescue Specialist (RS)
  - d. Technical Search Specialist (TSS)
  - e. Canine Search Specialist (CSS)
  - f. Heavy Equipment and Rigging Specialist (HERS)
  - g. Hazmat Specialist (HS)
  - h. Medical Specialist (MS)
  - i. Logistics Specialist (LS)
  - j. Communications Specialist (CS)
  - k. Plans Team Manager (PTM)
  - l. Structural Specialist (STS)
  - m. Technical Information Specialist (TIS)
- D. The Fire Agency shall be reimbursed for travel, backfill, overtime, instructor fees, facility rental fees, and equipment rental fees, related to the trainings including the training material such as print outs, office supplies, etc. The Fire Agency shall submit the related costs for approval to the Cal OES Contract Manager using agreed upon reimbursement process.
- E. The Fire Agency shall ensure the members of the CA-TF 2 are receiving continual educational opportunities and/or refresher training to maintain competency utilizing the certified trainings required by FIRESCOPE ICS 162 requirements and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) or any other training approved by Cal OES Contract Manager.
- F. The Fire Agency shall share a training calendar and/or staff's training certifications that reflect the completion of training courses, upon request, included in the above section (C) in order to be reimbursed for the costs of training.
- G. The Fire Agency shall ensure that staffing of the CA-TF 2 meet the CATF response capabilities and training requirements established within the FIRESCOPE ICS 162 standards and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021). The list of personnel that the Fire Agency selects for training must be submitted

at a minimum of fifteen (15) calendar days prior to the start of class/training for approval by Cal OES / CSTI Fire and Rescue Training Unit.

- H. The Fire Agency shall ensure the reimbursable training courses are successfully completed so that the requisite number of certified FEMA US&R personnel will be available to activate and deploy through the Cal OES Fire and Rescue Mutual Aid System to provide mutual aid to larger or more complex US&R events in accordance with the California State Mutual Aid Plan.
- I. Upon activations by Cal OES Fire and Rescue, the Fire Agency shall provide the required personnel needed to fill a CA-TF team. The provided personnel's qualifications must meet the equivalent to the requirements found in the FIRESCOPE ICS 162 and NFPA 1006 Standard for Technical Rescue Personnel Qualifications (2021) position description and requirements for Technical Search and Rescue.
- J. Cal OES, in conjunction with the Fire Agency, shall coordinate the required FEMA US&R ILT trainings to maintain sustainability for the FEMA US&R Task Force team.
- K. The Fire Agency shall ensure that all reimbursable training meets the requirements of the FEMA US&R System and California Specialized Training Institute (CSTI) requirement/standards or receive pre-approval from Cal OES.
- L. Attendees must be a rostered member of the FEMA US&R CA-TF 2.

## **6. ACCEPTANCE OF SERVICES**

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Fire Agency is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.
- B. The Fire Agency shall meet all timelines and deliverable due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Fire Agency costs related to rework of unacceptable work products shall be costs of the Fire Agency and shall not be billed to Cal OES.
- E. In the event that not all Fire Agency staff successfully complete training, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the training. The Fire Agency costs related to failure by staff

to successfully complete the training shall be costs of the Fire Agency and shall not be billed to Cal OES.

- F. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoice by Cal OES.
- G. Invoices shall be submitted as needed utilizing the Fire and Rescue Training Unit Reimbursement documents and in arrears, identifying staff by name, classification, period of service, and cost per category, as shown on Exhibit B-1, Cost Worksheet.
- H. Payment for the tasks performed under this Agreement shall be as stated in Exhibit B-1, Cost Worksheet.
- I. The Fire Agency shall provide Cal OES with documentation that all members have completed required training.

## **7. FIRE AGENCY RESPONSIBILITIES**

- A. This serves as a notice under Executive Order N-6-22 that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.
- B. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- C. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- D. The Fire Agency shall backfill positions as required due to Fire Agency staff attending the training provided by Cal OES that are approved by Cal OES Contract Manager using the most cost-effective means.
- E. The Fire Agency shall initially pay any costs associated for any positions that require backfill or for any overtime cost incurred by the Fire Agency employees for attending the training or exercises.
- F. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement (CFAA), at the rate and method formally negotiated and agreed upon prior to the training or exercise between the Fire Agency and the Civilians rostered or the training or exercise in those positions.

- G. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.

## **8. CAL OES RESPONSIBILITIES**

- A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices, and operation areas, as required, to complete the tasks and activities defined under this Agreement.
- C. In order to allow the Fire Agency the ability to maintain its regular staffing and response capabilities necessary to protect the health and safety of their communities, Cal OES shall reimburse the Fire Agency for any vacated positions that require backfilling, overtime, any related travel costs incurred by Fire Agency employees for attending training or exercise, instructor fees, facility rental fees, equipment rental fees, and consumables costs up to the amount contained in Exhibit B-1, Cost Sheet. (e.g., for on-duty staff attending training, Cal OES will reimburse backfill costs; for off-duty staff attending training, Cal OES will reimburse overtime costs for trainees).

## **9. PERFORMANCE**

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed, or the products produced by the Fire Agency fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.
  - i. Failure by the Fire Agency to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.
- C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.

- i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES' notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.
  - i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Fire Agency for all work accepted prior to termination.

## 10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level: Jack Fry, Deputy Chief, CSTI Fire and Rescue Training  
(916) 628-7015  
[Jack.Fry@CalOES.ca.gov](mailto:Jack.Fry@CalOES.ca.gov)

Second level: Justin Freiler, Deputy Superintendent CSTI  
(805) 594-2148  
[Justin.Freiler@CalOES.ca.gov](mailto:Justin.Freiler@CalOES.ca.gov)

Third level: Lori Nezhura, Deputy Director  
(916) 261- 4535  
[Lori.Nezhura@CalOES.ca.gov](mailto:Lori.Nezhura@CalOES.ca.gov)

## 11. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Fire Agency. In the event of termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination.

Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities

of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Fire Agency.

- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.
- C. Cal OES may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
  - i. Cal OES shall terminate by delivering to the Fire Agency a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
  - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Fire Agency shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Fire Agency shall:
    - a) Stop work as specified in the Notice of Termination.
    - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
    - c) Terminate all subcontracts to the extent they relate to the work terminated.
    - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice.

## **12. SUBCONTRACTING PROVISIONS**

- A. The Fire Agency will act as the prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Fire Agency shall also identify its subcontractor affiliation, as applicable.

- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in Section 4, Qualifications, and must possess the qualifications during the term of the Agreement.
- D. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractor, and no subcontract shall relieve the Fire Agency of its responsibilities and obligations hereunder. The Fire Agency is fully responsible to Cal OES for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.
- E. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- F. The Fire Agency's obligation to pay its subcontractor is an independent obligation from Cal OES' obligation to make payments to the Fire Agency. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- G. The services may be subcontracted without limitation only when 1) the primary agreement is a subvention agreement or 2) the total of all subcontracts does not exceed \$50,000 or 25% of the total Agreement amount, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements; or all subcontracts are with one of the following entities:
  - i. A California State agency, State college or State university
  - ii. A state agency, state college or state university from another state
  - iii. A local governmental entity, including those created as a Joint Powers Authority (JPA), and including local government entities from other states.
  - iv. An auxiliary organization of the CSU, or a California community college.
  - v. The Federal Government
  - vi. A foundation organized to support the Board of Governors of the California Community Colleges
  - vii. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.
- H. If the total of all subcontracts exceeds \$50,000 or 25% of the total Agreement amount, whichever is less, then higher levels of subcontracting are permissible if the subcontract

is justified and not for the purpose of circumventing state contracting requirements, and:

- i. Certification by the Fire Agency that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders; or
- ii. Approval by the Cal OES' Director explaining the reason the subcontract(s) are included in this Agreement rather than being separately bid and contracted for by Cal OES and attesting that the selection of the subcontractor(s) without competitive bidding was necessary to promote the Cal OES' needs and was not done for the purpose of circumventing competitive bidding or other state contracting requirements.

### 13. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service-related inquiries:

The California Governor's Office of Emergency Services		Consolidated Fire Protection District of Los Angeles County	
<b>NAME:</b>	Contract Manager, Jason Kindt, Emergency Management Coordinator / Instructor 2	<b>NAME:</b>	Greg Short, Battalion Chief / Program Manager
<b>ADDRESS:</b>	10391 Peter A McCuen Blvd Mather, CA 95655	<b>ADDRESS:</b>	12605 Osborne St Pacoima, CA 91331
<b>PHONE:</b>	(916) 628-3701	<b>PHONE:</b>	(323) 246-7118
<b>EMAIL:</b>	<a href="mailto:Jason.Kindt@caloes.ca.gov">Jason.Kindt@caloes.ca.gov</a>	<b>EMAIL:</b>	<a href="mailto:Greg.Short@fire.lacounty.gov">Greg.Short@fire.lacounty.gov</a>



For administrative Agreement inquiries:

<b>The California Governor's Office of Emergency Services</b>		<b>Consolidated Fire Protection District of Los Angeles County</b>	
<b>NAME:</b>	Contract Analyst, Cheng Xiong	<b>NAME:</b>	Claudia Jauregui, Grant Manager
<b>ADDRESS:</b>	10391 Peter A McCuen Blvd Mather, CA 95655	<b>ADDRESS:</b>	12605 Osborne St Pacoima, CA 91331
<b>PHONE:</b>	(916) 636-3655	<b>PHONE:</b>	(323) 236-7291
<b>EMAIL:</b>	<a href="mailto:Cheng.Xiong@caloes.ca.gov">Cheng.Xiong@caloes.ca.gov</a>	<b>EMAIL:</b>	<a href="mailto:Claudia.Jauregui@fire.lacounty.gov">Claudia.Jauregui@fire.lacounty.gov</a>

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
  - A. Agreement No.
  - B. Fire Agency / CA-TF2
  - C. Service
  - D. Itemized Cost
  - E. Invoice Date
  - F. Invoice Number

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Fire Agency will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees, on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources (Cal HR) website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

4. Submit invoices to:

**California Governor's Office of Emergency Services**  
**Accounting Unit**  
[CSTInvoice@caloes.ca.gov](mailto:CSTInvoice@caloes.ca.gov)

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.

6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Fire Agency to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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**EXHIBIT B-1**  
**COST SHEET**

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The Fire Agency shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
<b>1</b>	Reimbursement for US&R training, development, including backfill**, overtime**, instructor fees, facility rental fees, equipment rental fees, and travel* for attending the training courses described in Exhibit A, sections 5.C, 5.D, 5E.	\$503,430.00
<b>2</b>	Administrative Fees ***	\$15,570.00
	<b>Grand Total</b>	<b>\$519,000.00</b>

\*The allowable cost for reimbursement under this Agreement are travel (as applicable and specified by Cal HR on their website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>), backfill, and overtime. All reimbursable costs must be supported by itemized invoices. The Fire Agency shall provide receipts for the expenditures related to travel. The maximum allowable reimbursable amount under this Agreement is \$519,000.00.

\*\*The backfill and overtime cost will be reimbursed based on the staff's classification levels utilized at the Fire Agency according to the rates specified in California Fire Assistance Agreement (CFAA): <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>

\*\*\*The Fire Agency is approved to add a 3% administrative fee for processing invoices for reimbursement.

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

Non-IT Services General Terms and Conditions (Rev. 04/2017):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>



**RICARDO D. GARCÍA**  
Public Defender

**LOS ANGELES COUNTY PUBLIC DEFENDER**  
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19<sup>th</sup> FLOOR  
LOS ANGELES, CA 90012  
(213) 974-2811/Fax (213) 625-5031  
<http://pubdef.lacounty.gov>



**EXECUTIVE OFFICE**

**Justine M. Esack**  
Chief Deputy

**Ruben Marquez**  
Chief of Staff

May 21, 2024

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

Dear Supervisors:

**AUTHORIZE THE PUBLIC DEFENDER TO EMPLOY A RETIRED  
COUNTY EMPLOYEE ON A TEMPORARY BASIS  
AND GRANT AN EXCEPTION TO THE  
180-DAY WAITING PERIOD REQUIRED UNDER THE  
CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT**

**(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Defender requests the Board's approval to grant an exception to the 180-day waiting period required under the California Public Employees' Pension Reform Act of 2013 before reinstating a retired County employee as a 120-day rehired retiree. Public Defender affirms that the retiree is highly skilled and that the work she will be performing is critical.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Waive the 180-day break in service requirement and reinstate retired County employee Janet Araujo to a 120-day temporary assignment as a Deputy Public Defender II within the Department's Alhambra Branch Office.

2. Approve the request for Janet Araujo to receive compensation at the rate of \$69.14 per hour, for up to 960 work hours within a fiscal year, upon the Board's approval of her temporary reinstatement as a Deputy Public Defender II.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The request to waive the 180-day break in service requirement is intended to provide the Department with additional staffing support to help address operational gaps due to higher-than-average attorney attrition and vacancies, while the Department continues working toward hiring and training more permanent attorney staff.

Public Defender has implemented various mitigation measures to address attorney recruitment, attrition, and workload challenges. For example, the Department has streamlined recruitment and hiring to backfill vacant attorney positions. Whereas historically, the Department only recruited and hired attorneys at the entry-level, it has now expanded its recruitment and hiring to include more experienced attorneys at the Deputy Public Defender (DPD) II level. The Department has also expanded its attorney law clerk program, which has served as an effective hiring pipeline into entry-level attorney positions.

Public Defender has also collaborated with the Los Angeles County Employees Retirement Association to recruit and enlist retired public defender attorneys to bolster staffing levels. While effective, additional measures are still required to address attorney attrition and counter the current labor market challenges, including recruiting qualified job applicants.

The Department intends to assign Ms. Araujo to the Alhambra Branch Office. The Alhambra Branch Office supports the Alhambra courthouse, which is comprised of three felony courts. The Alhambra Branch Office, which is typically staffed by five attorneys, is currently experiencing a staffing deficit, due to two attorney retirements in March 2024. The retired attorneys, one of whom is Ms. Araujo, worked as a DPD IVs and handled the branch's most challenging and complex cases. Ms. Araujo's return as a 120-day rehired retiree will provide essential supplemental coverage and an opportunity to transmit invaluable knowledge and skills to new employees.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 1, Make Investments that Transform Lives and North Star 2, Foster Vibrant and Resilient Communities, and aligned with the Board's *Care First, Jails Last*, and Homeless Initiative priorities.

### **FISCAL IMPACT / FINANCING**

Honorable Board of Supervisors

May 21, 2024

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The Department will utilize a current budgeted vacancy to fund the requested rehired retiree.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended action is consistent with the Public Employees' Pension Reform Act of 2013, which allows a person who retires from the County to serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system before a period of 180 days following the date of retirement, if the Board certifies the position is critically needed and the retired person has the skills required to perform work of limited duration.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will provide the Department with additional staffing support to help address operational gaps due to higher-than-average attorney attrition and vacancies.

Respectfully submitted,

RICARDO D. GARCÍA  
Public Defender

RDG:JT:BD:rc

c: Executive Office, Board of Supervisors  
Chief Executive Officer  
County Counsel  
Auditor-Controller  
Human Resources  
Los Angeles County Employees Retirement Association





# COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)

**BOARD OF SUPERVISORS**  
LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT  
JANICE HAHN  
FOURTH DISTRICT  
HOLLY J. MITCHELL  
SECOND DISTRICT  
KATHRYN BARGER  
FIFTH DISTRICT

May 21, 2024

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

Dear Supervisors:

## **APPROVAL OF SOLE SOURCE AMENDMENT TO EXTEND SOLE SOURCE CONTRACT NUMBER FR10545 WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES (ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval of an Amendment to sole source contract number FR10545 with ZOLL Medical Corporation (ZOLL), which will extend the term of the contract for a twelve-month period from June 1, 2024, through May 31, 2025. The Amendment will allow for the continuation of ZOLL extended warranty plan for the District's ZOLL X Series cardiac monitors, pending the solicitation of replacement devices.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE  
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS  
ANGELES COUNTY:**

1. Delegate authority to the Fire Chief, or his designee, to execute an Amendment to sole source contract number FR10545 between the District and ZOLL, substantially similar to Enclosure A, for the continuation of ZOLL's extended warranty plan through May 31, 2025, at an estimated cost of \$341,706.60. The cost is comprised of (a) 12-month extension cost of \$321,706.60 and (b) annual pool dollars of \$20,000 for the 12-month extension. The Amendment has been approved as to form by County Counsel.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRWINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

2. Delegate authority to the Fire Chief, or his designee, consistent with prior delegation of authority to effectuate the termination of the contract in accordance with the provisions specified in the contract.
3. Find that this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on May 25, 2021.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The District's current three-year contract with ZOLL for an extended warranty plan is set to expire on May 31, 2024. The proposed 12-month extension would take effect June 1, 2024, allowing for no interruption in service delivery and would also allow time for the acquisition and implementation of the new devices. The District will be submitting a requisition to the Internal Services Department for replacement of the ZOLL X Series cardiac monitors in the summer of 2024. The purchase of the new devices will include a comprehensive warranty plan.

ZOLL's extended warranty ensures the operational readiness of the District's cardiac monitors. The cardiac monitors continuously monitor a patient's heart rhythm and automatically detect and record clinical arrhythmias as well as patient-initiated recordings. The contract covers annual repair costs, parts, accessories, and the Los Angeles County Department of Health Services required annual preventive maintenance requirements. To ensure the District's cardiac monitors are kept in maximum operational condition and available for emergency responses, this contract provides continued annual preventative maintenance combined with coverage of repairs for normal wear and tear of its cardiac monitors.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources.

### **FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The total estimated cost for the extension is \$341,706.60. Sufficient funding is available in the District's Fiscal Year 2024-25 Budget.

There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 3, 2021, the Chief Executive Office approved and authorized the contract for

extended warranty services with ZOLL via delegated authority from the Board, with an initial term from June 1, 2021, through May 31, 2024.

On January 31, 2024, the District notified your Board of its intent to request approval of a sole source amendment pursuant to Board Policy No. 5.100. While the District pursues procurement of replacement devices, the continuity of services provided under the current contract is essential, cost effective, and in the best interest of the District and the County. The Sole Source Checklist was approved by the CEO and is enclosed (Enclosure B).

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through this contract do not have a significant effect on the environment and, therefore, the contract is still exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow the District to continue the ability to provide emergency medical services in a safe, efficient, and cost-effective manner.

### **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin Jensen, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.MartinJensen@fire.lacounty.gov](mailto:Marissa.MartinJensen@fire.lacounty.gov)

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosures

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

**CONTRACT  
BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND  
ZOLL MEDICAL CORPORATION  
FOR  
WORRY-FREE EXTENDED WARRANTY PLAN**

This Amendment Number 1 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**  
(hereinafter "District")

and **ZOLL MEDICAL CORPORATION**  
(hereinafter "Contractor")

WHEREAS, on May 25, 2021, the County of Los Angeles Board of Supervisors authorized the Consolidated Fire Protection District of Los Angeles County (District) to execute a Contract with Zoll Medical Corporation (Contractor), for Worry-Free Extended Warranty Plan; and

WHEREAS, on May 25, 2021, the Board of Supervisors delegated authority to the District to amend this Contract if deemed necessary; and

WHEREAS, on June 1, 2021, this Contract Number FR10545 was executed by the District and Contractor; and

WHEREAS, pursuant to Section 8 Standard Terms and Conditions, Sub-paragraph 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 shall be prepared and executed by the contractor and by the Fire Chief or his designee; and

WHEREAS, the District intends to extend the contract for 12 months, from June 1, 2024, through May 31, 2025, and update Exhibit B, Pricing Sheet; and

WHEREAS, pursuant to the Board of Supervisors' May 21, 2024, approval, the District intends to extend the contract for 12 months; and

NOW, THEREFORE, District and Contractor hereby agree to Amendment Number 1 to Contract FR10545 as follows:

**1. ADD SUB-PARAGRAPH 4.1.1 TO SECTION 4.0 TERM OF CONTRACT:**

4.1.1 This Contract term shall be extended for an additional 12 months from June 1, 2024, through May 31, 2025.

**2. ADD EXHIBIT B1 - PRICING SHEET – ZOLL WORRY-FREE EXTENDED WARRANTY PLAN**

**3. ADD SUB-PARAGRAPH 5.2.3 TO SECTION 5.0 CONTRACT SUM:**

5.2.3 TBD

Except as expressly provided in this Amendment Number 1, all other terms and conditions of the Contract shall be in full force and effect. This Amendment Number 1 shall be effective when signed by both parties.

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

**ZOLL MEDICAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Fire Chief or authorized  
designee  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature  
Name: \_\_\_\_\_  
Print Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

**DAWYN R HARRISON  
COUNTY COUNSEL**

By: \_\_\_\_\_  
Jenny Tam  
Senior Deputy County Counsel

DRAFT

SOLE SOURCE CHECKLIST

Department Name: Fire Department

- Checkboxes for 'New Sole Source Contract' (checked) and 'Existing Sole Source Contract'. Includes 'Date Sole Source Contract Approved:' field.

Table with 2 columns: 'Check (✓)' and 'JUSTIFICATION FOR SOLE SOURCE CONTRACTS'. The justification column contains 11 items with checkboxes and descriptive text.

Sheila Williams
Digitally signed by Sheila Williams
DN: cn=Sheila Williams, o=CEO, ou=BOMB, email=swilliams@ceo.lacounty.gov, c=US
Date: 2020.07.10 09:52:08 -07'00'
Chief Executive Office

7/10/20
Date



**RICARDO D. GARCÍA**  
Public Defender

**LOS ANGELES COUNTY PUBLIC DEFENDER**  
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19<sup>th</sup> FLOOR  
LOS ANGELES, CA 90012  
(213) 974-2811/Fax (213) 625-5031  
<http://pubdef.lacounty.gov>



**EXECUTIVE OFFICE**

**Justine M. Esack**  
Chief Deputy

**Ruben Marquez**  
Chief of Staff

May 21, 2024

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

Dear Supervisors:

**EXECUTION OF WORK ORDER UNDER  
CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES MASTER  
AGREEMENT FOR EVALUATION OF PUBLIC DEFENDER'S CARE HOLISTIC  
YOUTH LEGAL DEFENSE PROJECT**

**(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Defender, jointly with the Countywide Criminal Justice Coordination Committee, is seeking the Board's approval to execute a Work Order under the Criminal Justice Research and Evaluation Services Master Agreement with the RAND Corporation to evaluate Public Defender's Client Assessment Recommendation and Evaluation Project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Los Angeles County Public Defender, or his designee, jointly with the Executive Director of the Countywide Criminal Justice Coordination Committee (CCJCC), or his designee, to execute a new Work Order under the existing Master Services Agreement with the RAND Corporation (RAND), substantially similar to the attached, for the evaluation of the Public Defender Client Assessment Recommendation and Evaluation (CARE) Project, in the amount of \$300,000.

2. Delegate authority to the Executive Director of CCJCC, or his designee, to execute an Amendment to extend the term of the existing Master Agreement with RAND for Criminal Justice Research and Evaluation Services for an additional seven (7) months to June 30, 2026, to allow RAND to complete a two-year evaluation of Public Defender's CARE Project.
3. Delegate authority to the Executive Director of CCJCC, or his designee, to execute Amendments to extend the term of the seven (7) existing Master Agreements for Criminal Justice Research and Evaluation Services for an additional seven (7) months to June 30, 2026, to ensure that the term of all Master Agreements is consistent, and also to accommodate future utilization of the Master Agreements by other departments.
4. Delegate authority to the Executive Director of CCJCC, or his designee, to execute Amendments to the eight (8) existing Master Agreements that do not (a) materially modify the terms of the Master Agreement, (b) add or delete research and evaluation service categories, and/or (c) add or modify County required terms, as mandated by the Board or the Chief Executive Officer.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 1999, Public Defender introduced the CARE Project, a pioneering initiative that offers a holistic youth legal defense model. This model, known as CARE, provides legal services to youth clients on delinquency cases, special education, and school-related discipline matters. The CARE team, consisting of a psychiatric social worker and an entitlement rights attorney, works diligently to identify and assess the underlying causes of delinquent behavior. This approach is instrumental in keeping youth in their homes, schools, and communities with the necessary support. The CARE Team focuses on youth's mental health, educational, and any developmental disability needs to develop a treatment plan for court recommendation. In July 2017, Resource Development Associates (RDA) conducted an initial evaluation of CARE's impact on client outcomes. RDA's evaluation recognized the CARE Project as a "very strong candidate for the additional research that would be required to qualify it as a Promising or Best Practice."

In September 2021, the County of Los Angeles Quality and Productivity Commission (QPC) awarded Public Defender a Productivity Investment Fund (PIF) grant of \$300,000 to conduct additional research, as RDA recommended, and to develop a forward-thinking roadmap for CARE. The proposed outcome evaluation will assess the efficiencies and challenges as the CARE Project moves forward in making CARE services available to all juvenile justice-involved youth within Los Angeles County. The proposed in-depth evaluation of the CARE Project will assess whether the project contributes to better outcomes for the youth served compared to other juvenile indigent defense best practice models.



The recommended actions will 1) authorize the Public Defender and the Executive Director of CCJCC to sign and execute a Work Order with RAND Corporation to evaluate the CARE Project; 2) authorize the Executive Director of CCJCC to extend the term of the existing Master Agreement with the RAND Corporation for seven months to June 30, 2026, so that the current agreement is active during the term of the new Work Order; 3) authorize the Executive Director of CCJCC to extend the term of seven (7) existing Master Agreements for seven months to June 30, 2026; and 4) authorize the Executive Director of CCJCC to make administrative changes to existing Master Agreements in an efficient manner consistent with County policies, thereby promoting the effective use of the Master Agreements by departments throughout the County.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the County of Los Angeles' Strategic Plan North Star 2: Foster vibrant and resilient communities, Focus Area Goal, Care First, Jails Last, and North Star 3: Realize tomorrow's government today, Focus Area Goal, Internal Controls and Processes, by promoting operational effectiveness, efficiency, and accountability through the CARE Project evaluation.

### **FISCAL IMPACT / FINANCING**

The \$300,000 Master Agreement Work Order with the RAND Corporation is funded entirely by a QPC PIF grant awarded to Public Defender.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 18, 2014, the Board approved CCJCC's Master Agreement for Criminal Justice Research and Evaluation Services with multiple vendors to support the County's goals of evaluating program effectiveness. At that time, the Board also delegated authority to the Executive Director of CCJCC to execute Work Orders up to \$200,000, jointly with the departments utilizing the Master Agreement. The Board requested Work Orders with contract sums exceeding \$200,000 be returned to the Board for approval. On December 17, 2019, the Board authorized CCJCC to extend the term of the existing Master Agreement for an additional five years to November 30, 2025.

### **CONTRACTING PROCESS**

On October 24, 2023, Public Defender issued a Request for Services (RFS) to identify interest and the most qualified vendor among the Master Agreement vendors. One (1) vendor responded to the RFS solicitation. An evaluation of the vendor's proposal was conducted by department subject matter experts using the Informed Averaging Scoring Methodology. The selected vendor, RAND Corporation, received the highest score as they were the only vendor that submitted a proposal. The duration of the

Honorable Board of Supervisors

May 21, 2024

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CARE evaluation project will be twenty-four (24) months from the date the Work Order is fully executed.

County Counsel has approved the attached Work Order as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will allow Public Defender to improve and enhance the CARE Project, assess its efficiencies and challenges, and determine whether it contributes to better outcomes for the youth served compared to other juvenile indigent defense best practice models.

Respectfully submitted,

RICARDO D. GARCÍA  
Public Defender

MARK DELGADO  
Executive Director

RDG:JE:JT:SZ:jc

Enclosures

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

**Los Angeles County  
Master Agreement for Criminal Justice Research and Evaluation Services  
Work Order Form**

Project Title Outcome Evaluation of LA County's CARE Project

Department Los Angeles County Public Defender

RFS No. CJWO-08 Work Order No. CJWO-08

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Maximum Total Amount \$300,000

Invoice shall be sent to the following County address:

Financial Management  
Los Angeles County Public Defender  
[Fiscal@pubdef.lacounty.gov](mailto:Fiscal@pubdef.lacounty.gov)  
CC: [SLee2@pubdef.lacounty.gov](mailto:SLee2@pubdef.lacounty.gov)

**I. SIGNATURES**

Contractor's Authorized Official

DocuSigned by:  
*Emily Palumbo* Feb-21-2024  
1394068DA857484...

DATE

Department Project Director

\_\_\_\_\_

DATE

County Project Director  
(CCJCC)

\_\_\_\_\_

DATE

**II. BUSINESS OBJECTIVE and EXPECTED OUTCOME**

The Contractor shall conduct an outcome evaluation of the Los Angeles County's Juvenile Justice Client Assessment Recommendation and Evaluation (CARE) Project to determine if the CARE Project represents a best practice that contributes to better outcomes for the youth being served.

**III. PROJECT OVERVIEW**

The Contractor will complete the outcome evaluation within 24 months to assess the efficiencies and challenges mentioned in Section 2.0 of Appendix A, Statement of Work, of this Work Order, and to determine if the CARE Project contributes to better outcomes for the youth being served when compared to other juvenile indigent best practice models. In 1999, the Department's Juvenile Division implemented the CARE Project. The CARE Project focuses on early intervention with youth in delinquency court by identifying and addressing underlying causes of delinquent behavior such as intellectual, developmental, and learning disabilities, trauma, abuse, and neglect. The CARE Project's holistic approach operates by having trial attorneys collaborate with in-house psychiatric social workers (PSW) and resource attorneys (RA) to provide mandated entitlement rights' advocacy in order to achieve the best results for each youthful client that appears in court. The outcome evaluation will provide a detailed analysis of the best practices that contribute to better outcomes for the youth served.

**IV. PROJECT SCOPE**

The Contractor shall evaluate the CARE Project and work with the Los Angeles County Public Defender's (PD) Project Manager and Evaluation Team to identify a project timeline and implementation. The Contractor shall:

- Provide a project charter and project timeline within 30 days from the start date of this Work Order to identify and describe the evaluation process.
- Provide monthly written status reports, commencing 60 days from the Work Order start date, to describe the evaluation progress to date.
- Meet with the Evaluation Team at a minimum of once per month during the term of the Work Order.
- Provide evaluation report and all deliverables as indicated in Section 3.0 of Appendix A, Statement of Work, of this Work Order.

**V. STATEMENT OF WORK**

*(including detailed Project Plan, Tasks, Milestones, Deliverables, and Acceptance Criteria)*

*Please see Appendix A of this Work Order, attached hereto.*

**VI. PROJECT SCHEDULE**

*Please see Appendix B of this Work Order, attached hereto.*

## VII. PAYMENT SCHEDULE

Invoices, accompanied by the Work Order Deliverable Acceptance Form, to be submitted to:

Financial Management  
 Los Angeles County Public Defender  
[Fiscal@pubdef.lacounty.gov](mailto:Fiscal@pubdef.lacounty.gov)  
 CC: [SLee2@pubdef.lacounty.gov](mailto:SLee2@pubdef.lacounty.gov)

Payment shall be issued as follows:

Deliverable	Payment Schedule/Hours	Amount
<b>Deliverable 1:</b> Evaluation Methodology and Project Timeline	30 Days after project initiation	\$ 50,000
<b>Deliverable 2:</b> Monthly Status Reports and Evaluation Team Meetings shall be billed quarterly (Q). The amount, indicated to the right of this chart, references the maximum amount allowed for two Qs combined.	Year 1: Q1 and Q2	\$ 25,000
	Year 1: Q3 and Q4	\$ 25,000
	Year 2: Q1 and Q2	\$ 25,000
	Year 2: Q3 and Q4	\$ 25,000
<b>Deliverable 3:</b> Evaluation Report	24 months after project initiation	\$ 150,000
<b>Total Cost:</b>		<b>\$ 300,000</b>

**Los Angeles County  
Criminal Justice Research and Evaluation Services Master Agreement  
Work Order Deliverable Acceptance Form**

Project Title Outcome Evaluation of LA County's CARE Project

Department Los Angeles County Public Defender

Work Order No. CJWO-08 Effective Date \_\_\_\_\_

<b>DELIVERABLE DESCRIPTION</b>	
<b>Deliverable No. 1 - Evaluation Methodology and Project Timeline</b>	
Create and submit a project charter	<input type="checkbox"/>
Create and submit a project timeline	<input type="checkbox"/>
<b>Deliverable No. 2 - Monthly Status Reports and Evaluation Team Meetings</b>	
Provide monthly written status reports describing progress to date	<input type="checkbox"/>
Meet with the Evaluation Team a minimum of once per month through the duration of the project	<input type="checkbox"/>
<b>Deliverable No. 3 - Written Evaluation Report</b>	
Submit Draft Evaluation Report	<input type="checkbox"/>
Submit Final Evaluation	<input type="checkbox"/>

**ACCEPTANCE CRITERIA**

All deliverables must be provided according to the attached Project Schedule.

All deliverables must describe services provided and provide hours worked on the appropriate invoice.

**SIGNATURES**

Contractor's Authorized Official

DocuSigned by:  
*Emily Palumbo*  
1304068BA857404...

Feb-21-2024

DATE

Department Project Director

DATE

County Project Director  
(CCJCC)

DATE

**APPENDIX A**

**STATEMENT OF WORK**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

The Los Angeles County Public Defender's Office is seeking a Consultant to conduct a program evaluation of its Juvenile Justice Client Assessment Recommendation and Evaluation (CARE) Project, to assess the efficiencies and challenges as the CARE Project moves forward to make services available to all Los Angeles County youth in need, and to determine if the CARE Project contributes to better outcomes for the youth served when compared to other juvenile indigent defense best practice models.

Deputy Public Defenders who represent juveniles in delinquency court integrate the services of social workers and juvenile subject matter experts (resource attorneys) through the CARE Project to assist their clients. Clients are referred to the CARE Project at the earliest opportunity in the juvenile court process. Most clients who are served by CARE have a history of issues involving mental health, special education, abuse, neglect, trauma, addiction, and/or developmental disabilities. CARE services provided include one or more of the following service categories:

- Assessment and/or Recommendations
- Consultation with Attorney
- Community Referrals for Client and Family
- Client and/or Family Support
- Conservatorship, Not Guilty By Any Reason of Insanity (NGI) Competency, Involuntary Hospitalizations
- Record Retrieval and Evaluation
- Department of Mental Health Assistance
- Interagency Advocacy
- Special Education Assistance
- Regional Center Assistance
- Dispositional Orders: Follow-up
- Other miscellaneous services

Previous process evaluation of CARE Project completed in 2016 has been included (Attachment A) for reference.

### **2.0 SPECIFIC WORK REQUIREMENTS**

**2.1** To determine if the CARE Project represents a best practice that contributes to better outcomes for the youth served, the Consultant must use, at a minimum, the following criteria:



- Recidivism statistics of youth served
- Cost effectiveness and/or savings for the County
- Quality of life improvements for the youth served in the following areas:
  - Education
  - Health
  - Mental health
  - Access to services and treatment
  - Compliance with treatment

The Consultant may also use whatever additional criteria the Consultant deems appropriate to evaluate the CARE Project.

- 2.2** To perform the assessment and analysis, the Consultant would familiarize itself with juvenile delinquency issues, including, but not be limited to, an understanding of:
- Juvenile delinquency court dispositions
  - Common services and treatment offered to juveniles in the delinquency system
  - Commonly ordered conditions of probation
  - Special education eligibility issues and services
  - Regional center eligibility issues and services
  - Forensic mental health assessments
  - Adolescent development issues
  - Substance abuse issues
- 2.3** The Consultant shall familiarize itself with programs similar to the CARE Project in other jurisdictions so that the Consultant can research what benchmarks have been used to evaluate those programs.
- 2.4** The selected Consultant will need to determine:
- An evaluation process that will measure whether the services provided by CARE have resulted in better outcomes for the youth served
  - The methodology for selecting which CARE cases will be chosen for the evaluation
  - The methodology for selecting which non-CARE cases will be chosen to comprise the control group against which the CARE Project cases are compared

\*Note: For example, the control cases may be youth who were represented by the Public Defender's Office but who were not provided CARE services. Or, a control group might come from state or national studies that have examined outcomes for youth who have gone through the delinquency system. Or, the control group might be extracted from another program similar to the CARE Project from another jurisdiction.

### **3.0 DELIVERABLES**

The Consultant will provide the following deliverables:

### **3.1 Deliverable No. 1 – Evaluation Methodology and Project Timeline**

A project charter and project timeline to include the establishment and frequency of Evaluation Team meetings, which will be comprised of the Consultant and the Department's Project Manager and other management designees.

- A preliminary written report provided to the Project Manager no later than 30 days into the project timeline that identifies and describes the evaluation process the Consultant has selected that will measure whether the services provided by the CARE Project result in better outcomes for the youth served.

### **3.2 Deliverable No. 2 – Monthly Status Reports and Evaluation Team Meetings**

The Consultant shall provide monthly written status reports describing progress to date. The reports shall summarize tasks completed and next steps. The Consultant shall also meet with the Evaluation Team a minimum of once per month through the duration of the project. Evaluation Team meetings will be conducted according to a pre-determined schedule and will be predominantly virtual using a common web-based platform. The first monthly status report will be due 60 days from the date of project commencement.

### **3.3 Deliverable No. 3 - Written Evaluation Report**

#### Draft Evaluation Report

The Consultant shall deliver a draft evaluation report to the Project Manager 23 months after execution of the Work Order. The report shall be delivered electronically in PDF and MS Word format and include the following:

- An executive summary of 1 – 2 pages in length that provides a high-level summary of the project evaluation objectives, process, outcomes, and recommendations.
- Detailed report that describes the evaluation objectives, process, outcomes, and recommendations. The report shall provide empirical evidence that determines whether the services provided by the CARE Project result in better outcomes for the youth served according to criteria utilized. The report shall also provide a forward-thinking roadmap of CARE's improvement and expansion countywide, including cost impacts.

The Department will provide the Consultant feedback within two weeks of receiving the report. The Evaluation Team will meet, if necessary, to discuss the recommended changes.

Final Evaluation

The Consultant shall deliver the Final Evaluation Report to the Project Manager 24 months after execution of the Work Order.

**4.0 TERMS OF PAYMENT**

The Consultant shall submit invoices as set forth in the cost proposal and in accordance with the Master Agreement, Section 5.5, Invoice and Payments. No payment shall be made until the Project Manager confirms receipt of the deliverables from the Consultant.

# Los Angeles County Public Defender CARE Project

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## Evaluation Report

Prepared by:

Resource Development Associates





## Prepared by:

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Resource Development Associates published this report under contract with the Los Angeles County Public Defender's Office.

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### **About Resource Development Associates**

Resource Development Associates (RDA) is a consulting firm based in Oakland, California that serves government and non-profit organizations throughout California as well as other states. Our mission is to strengthen public and non-profit efforts to promote social and economic justice for vulnerable populations. RDA supports its clients through an integrated approach to planning, grant-writing, organizational development, and evaluation.





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## Executive Summary

### Evaluation Overview

For nearly twenty years, the Juvenile Division of the Los Angeles County Public Defender's Office has provided award-winning holistic legal representation and intervention for youth in the juvenile justice system through its Client Assessment Recommendation and Evaluation (CARE) Project. Through the CARE project, Los Angeles County Deputy Public Defenders in the Juvenile Division refer clients to in-house social workers and resource attorneys who specialize in mental health and educational advocacy. They, in turn, provide predisposition linkages to services that help clients address basic needs.

In 2016, the Public Defender's Office contracted with Resource Development Associates (RDA) to conduct a comprehensive evaluation of the CARE Project, including an examination of CARE's impact on client outcomes and recommendations to improve program design, implementation, and service delivery. Though the Project has won numerous awards, this is the Public Defender's first opportunity to subject CARE to rigorous evaluation.

This evaluation was guided by the following research questions:

<b>Outcome Evaluation Questions</b>	<ol style="list-style-type: none"> <li>1. Do CARE services result in reduced negative contact with the juvenile justice system?</li> <li>2. Do Public Defender's Office clients who receive CARE services have improved dispositional outcomes?</li> </ol>
<b>Process Evaluation Questions</b>	<ol style="list-style-type: none"> <li>1. What are CARE's facilitators of successful implementation?</li> <li>2. What program areas can CARE improve to increase Project and client success?</li> </ol>

These questions informed RDA's mixed-methods evaluation design, which included primary qualitative data collection and analysis, secondary quantitative data analysis, and case file analysis. Figure 1, below, provides an overview of evaluation methods.

**Figure 1. Overview of Evaluation Methods**

<p><b>Qualitative data collection</b></p> <ul style="list-style-type: none"> <li>•70 focus groups, interviews, and field observations with CARE staff resource attorneys and social workers, LACPD trial attorneys, Superior Court Judges, Commissioners, Deputy District Attorneys, Probation Officers, Regional Center Staff, both public and non-profit service providers, as well as clients, family members, and conducted field observations</li> </ul>	<p><b>Quantitative regression analysis</b></p> <ul style="list-style-type: none"> <li>•Multiple regression analysis to determine the effect of CARE services on justice-related client outcomes using Propensity Score Matching (PSM) to compare statistically similar groups</li> <li>•Control Group = 1,224 clients recieved brief services in 2013</li> <li>•Treatment Group = 886 clients received extended services in 2013</li> </ul>	<p><b>Case file reviews</b></p> <ul style="list-style-type: none"> <li>•Reviewed over 70 client files, selected randomly from the treatment group. Each case file included a collection of client documents to their defense and service needs, including educational records, behavioral health histories, progress reports, reports of trauma or poverty, and hand-written social worker and/or resource attorney notes.</li> </ul>
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## Evaluation Findings

This evaluation found that the LA County Public Defender's Office's holistic representation CARE Project is a highly effective approach to defense that results in reduced negative contact with the juvenile justice system and improved dispositional outcomes for clients. In particular:

- **CARE clients who receive extended services have significantly less subsequent contact with the juvenile justice system.** The treatment group experienced 0.96 fewer negative interactions with the juvenile delinquency court after receiving CARE services than clients that received only brief services. Respondents from both the District Attorney's Office and the judiciary overwhelmingly agreed with CARE staff and clients that CARE services help young people address the underlying issues that result in justice involvement and, in so doing, reduce their negative contact with the juvenile justice system.
- **CARE services appear to successfully help clients obtain desired dispositional outcomes.** Of the case files that included dispositional outcomes, RDA found that twice as many CARE clients were adjudicated according to the Public Defender's recommendations rather than the Probation Department's recommendations. Several justice partners reported that clients who receive CARE services receive more appropriate community services and placements, leading to better case outcomes. The collaboration between CARE staff and other justice partners helps clients receive less severe dispositional outcomes, including dismissals due to competency, fewer restrictive dispositions, and fewer placements into halls and camps.

In addition, this evaluation identified several facilitators of success of the CARE Project and its clients. In particular:

- CARE staff's extensive engagement with youth and families helps them build trust and rapport with clients.
- High levels of collaboration between trial attorneys, resource attorneys, and social workers support better client representation.
- Widespread buy in from juvenile justice partners is essential for CARE success.
- Clear and structured coordination with service partners are essential for successful implementation of CARE services.

This evaluation also identified the following barriers to successful project implementation:

- At times, the absence of clearly defined roles and responsibilities or explicit policies and procedures reduce the efficacy of CARE's work.
- Staff turnover among roles reduces the effectiveness of CARE services.





## Recommendations

Overall, RDA found that the LA County Public Defender's Office's holistic representation CARE Project is a highly effective approach to defense that results in reduced negative contact with the juvenile justice system and improved dispositional outcomes for clients. The impressive impact of CARE services notwithstanding, RDA's analyses also revealed several opportunities to improve the implementation of the CARE Project. RDA recommends the following in order to better facilitate success for CARE clients and improve CARE Project implementation:

- ❖ **Provide extended services to all clients.** RDA's analysis found significant evidence to support the need for a comprehensive service approach for all of CARE's clients due to their high levels of need. Brief referrals without comprehensive follow-through do not improve client outcomes significantly. CARE should provide extended service linkages to ensure all clients receive the support they need to avoid further contact with the juvenile justice system.
- ❖ **Continue CARE services beyond the point of case disposition.** Currently, CARE Project policies require Project staff to stop serving clients within 30 days of disposition. Clients, staff, and CARE partners agreed that in order to best serve clients and reduce repeated justice system contact, services must extend beyond the point of disposition to address lengthy procedural issues like mental health assessment and treatment, reenrolling in school, or obtaining medical assistance.
- ❖ **Bolster programmatic structure, including policies, procedures, and training for staff.** CARE staff, justice partners, and service providers need to understand their roles to effectively collaborate and advocate on behalf of their clients. Clearly defining program policies, procedures, and ongoing attorney training about CARE's services will improve service coordination for clients, and result in reduced client risk factors for recidivism.
- ❖ **Increase evaluability by improving data collection and infrastructure.** The CARE Project should research, identify, and implement a structured assessment tool for client screening, identifying needs, triaging, and referring clients to services. This will standardize client needs assessments, reduce the burden of data entry, and support staff in ensuring that clients access and receive needed services. Improving data infrastructure and quality will also increase CARE's evaluability, which will increase CARE's ability to understand its impact on clients. The lack of systematic data collection on service linkages and outcomes limits RDA's ability to assess many program outcomes and cost implications.



## Conclusion

RDA's evaluation activities and analyses provide strong evidence that CARE is a beneficial early intervention program that helps youth with very complicated needs. CARE not only helps clients access the services they require to be successful in life, but reduces barriers to stabilization and involvement with the justice system. Although the research base on holistic defense remains limited, based upon the findings presented here, RDA believes this approach is a strong candidate for consideration as a promising practice. Moreover, the L.A. County Public Defender's Office's CARE Project is an impressive model for holistic legal representation. If the CARE Project can implement the recommendations listed above, RDA believes that CARE would be a very strong candidate for the additional research that would be required to qualify it as a promising or best practice.



## 1. Introduction

For nearly twenty years, the Juvenile Division of the Los Angeles County Public Defender's Office has provided award-winning holistic legal representation and intervention for youth in the juvenile justice system through its Client Assessment Recommendation and Evaluation (CARE) Project.<sup>1</sup> Since 1999, CARE has linked clients to critical services in areas including mental illness, intellectual or developmental disability, special education, commercial sexual exploitation, homelessness, trauma, abuse, and neglect. Through the CARE project, Los Angeles County Deputy Public Defenders in the Juvenile Division refer troubled clients to in-house social workers and resource attorneys who specialize in mental health and educational advocacy. They in turn provide predisposition linkages to services that help them address basic needs. Services include:



CARE provides an innovative and cutting-edge holistic defense approach to legal services, aiming not only to provide legal defense advocacy but also to comprehensively remediate clients' underlying needs and proactively prevent further justice system involvement. CARE operates in each of the Los Angeles County Public Defender's eight juvenile branches and is comprised of 13 psychiatric social workers, two supervising psychiatric social workers, eight resource attorneys, and one Supervising Deputy in Charge that assists in overseeing the program. CARE is a critical component of the Juvenile Division, which consists of approximately 50 trial attorneys, two Head Deputy Attorney Managers, eight Supervising Deputies in Charge, two appellate attorneys, two specialty court attorneys, a Department of Juvenile Facilities attorney, five Paralegals, eight Investigators, and one full-time Attorney Trainer.

The diversity of services CARE staff provide and the array of issues they help young people address make the CARE Project a leader among holistic defense practices, and one that has been widely regarded and has won numerous awards. In 2016, the Public Defender's Office contracted with Resource Development Associates (RDA) to conduct a comprehensive evaluation of the CARE Project, including an examination of CARE's impact on client outcomes and recommendations to improve program design, implementation, and service delivery. This is the Public Defender's Office's first opportunity to subject CARE to rigorous evaluation. This report provides an overview of the CARE Project's service delivery model, a general

<sup>1</sup> SRAD Award for the CARE Project. November, 2008 Office of Juvenile Justice Delinquency Prevention (OJJDP) and Corrections Standards Authority (CSA); COMIO Best Practice Award. March, 2008 California Council on Mentally Ill Offenders; Defender Program of the Year, 2004 California Public Defender's Association



description of holistic defense approaches from across the country, a discussion of prior research on holistic defense, and RDA's evaluation methods and findings.

## 2. Holistic Defense Practices

### 2.1 Overview of CARE Service Delivery

CARE services begin at the point when a Deputy Public Defender in the Juvenile Division refers his or her client to a CARE social worker or resource attorney. During the first meeting with a client at the beginning of the juvenile court process, the assigned trial attorney looks for signs of significant or noteworthy social, emotional, mental, intellectual, or physical disabilities, as well as indications of homelessness or substance abuse, that may impact the youth's ability to function at a reasonable age or culturally appropriate level. If the attorney believes that the youth needs assistance, he or she may refer the client to the CARE Project for additional services. Once referred to CARE, resource attorney specialists and social workers assess the client for additional service needs and consider a range of individual factors—including apparent level of cognitive development, history and presentation of mental health and emotional needs, and home environment. These factors inform CARE referrals to appropriate follow-up assessments and additional support services, including:

- **Record retrieval and review.** Social workers and resource attorneys help request, obtain, and review clients' medical, mental health, dependency, and educational records to determine how to best address their needs.
- **Consultations with a resource attorney.** CARE resource attorneys help identify legal entitlements or supports for which the client may be eligible, including special education support, mental health services, and treatment for a developmental disability.
- **Referrals to community-based organizations.** CARE staff refer clients to organizations in the community that can provide them with no-cost or low-cost services such as physical and mental health care, housing, substance abuse treatment, and educational supports.
- **Mental health assessment.** Social workers link clients to mental health professionals through community-based organizations and public agencies, including the Los Angeles County Department of Mental Health, who provide screening and assessment for mental health needs, as well as ongoing treatment and support.
- **Education and school support.** Justice system involvement and/or delinquent behavior often disconnects youth from school, and CARE staff assist disconnected clients with re-enrollment. Additionally, CARE staff work with school district administrators to develop or revise Individualized Education Plans (IEPs) for clients that require special education support.
- **Regional Center assistance.** CARE staff help connect developmentally or cognitively disabled clients to the Los Angeles County Regional Centers. Staff refer clients to disability assessments at the appropriate Regional Center, and clients that have been diagnosed with cognitive or developmental disabilities are eligible for lifetime services.



**Los Angeles County Public Defender's Office**  
*CARE Project Evaluation Report*

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- **Competency evaluations.** In California, as in most states, juveniles must be competent to stand trial. For clients that may have a mental illness, a developmental disability, developmental immaturity, or other conditions that cause insufficient ability to prepare his or her defense, CARE staff advocate for competency evaluations. When a client is deemed not competent to stand trial, the case may be dismissed if the youth cannot become competent in the foreseeable future.

In addition to assisting clients with their environmental, physical, educational, and social-emotional needs, CARE social workers and resource attorneys collaborate with Public Defender's Office trial attorneys to ensure the individual's circumstances are brought before the court for full consideration prior to disposition. Because CARE staff often have knowledge of clients' underlying needs, judges and prosecutors frequently rely on them to bring commentary and relevant documentation before the court to inform disposition and appropriate legal outcomes for each client.



## 2.2 Holistic Defense Practices

### Public Defenders' Offices

While the Public Defender's Office has utilized holistic defense practices through its CARE Project for nearly two decades, this approach to legal representation is still considered an emerging practice. Holistic defense is an uncommon practice among public defender's offices nationwide. Of those offices that do implement holistic defense practices, each defines its approach, processes, partners, and focal areas differently.

#### San Francisco

For example, the San Francisco Public Defender's Office operates the Legal Education Advocacy Program (LEAP) for holistic juvenile representation. Outside of providing representation, LEAP focuses primarily on addressing clients' educational needs. Through meetings with their clients, public defenders identify youth that may need additional educational advocacy or assistance due to a history of academic failure, truancy, or possible special education needs. Clients referred to LEAP work with their defense attorneys as well as a team of education attorneys, social workers, and advocates from a local community-based organization. Collectively, the LEAP team helps the client access a range of education-related services based on individual needs, including tutoring, GED placements, assistance with college or financial aid applications, attendance at school meetings or court appearances, and accompaniment to special education hearings. Additionally, LEAP teams conduct home visits, provide progress reports for families and judges, attend court on behalf of the client, and provide workshops for parents to learn advocacy skills for their children.

#### Washington DC

The Public Defender Service of Washington D.C. also takes a holistic approach to representing both juvenile and adult clients, providing clients with access to supportive services that help them address legal challenges beyond traditional delinquency or juvenile defense. In 2000, the Public Defender Service initiated the Community Defender Program, which then became the Community Defender Division (CDD), to advocate on behalf of current or former juvenile clients that are either detained or committed. The CDD advocates for improved conditions of confinement and also represents juvenile clients at disciplinary hearings, refers clients to social services, and provides other forms of post-commitment legal advocacy.

As a compliment to the legal services of CDD, in 2001 the Public Defender Service also initiated the Civil Legal Services Division (CLS) to provide other forms of advocacy and supports. CLS special education attorneys advocate for accommodations for children who have developmental, physical, or cognitive disabilities or otherwise require special education services under federal law.<sup>2</sup> Other CLS attorneys help clients address civil issues related to their delinquency charges, including housing and/or family court matters. In contrast to San Francisco's LEAP and some other holistic representation services, D.C.'s CDD and CLS services are focused on legal representation of different forms. Although CDD services do include

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<sup>2</sup> Individuals with Disability Education Improvement Act, 2004



referrals to social services, the programs do not employ social workers or provide other non-legal services to support their clients' defense.

#### Maryland

The Maryland Neighborhood Defenders Program (NDP), established by the State of Maryland's Office of the Public Defender in 2006, employs trial attorneys, social workers, law clerks, and also college interns to provide clients with supports and linkages to address immediate non-legal needs related to reentry, housing, employment, immigration, mental health, and education. NDP social workers develop case plans with juvenile and adult clients and their families to address underlying conditions related to their justice involvement. In addition, the social workers collaborate with the clients' trial attorneys to provide expert testimony before the court and to advocate for the least restrictive disposition possible. Maryland's Office of the Public Defender operates the Social Work Division separately from its legal defense services and consequently, in contrast to some other holistic representation programs, Maryland's NDP services are not limited to the pre-disposition phase of a client's criminal or delinquency case and can continue past the public defender's legal representation of the client.

### Community Organizations

In addition to these examples of holistic defense programs provided by public defenders' offices, a number of non-profit legal defense and advocacy organizations implement holistic representation.

#### TeamChild (WA)

TeamChild of Washington State provides civil legal representation to youth with histories of involvement or at risk of involvement in delinquency court. Youth may be in foster care, regularly truant, or otherwise at risk. Attorneys at TeamChild provide direct services to youth between the ages of 12-18 to help them understand and exercise their rights to return to school, obtain special education, and receive mental health support. Unlike some other holistic defense services, TeamChild primarily employs attorneys that provide civil legal advocacy to clients. However, TeamChild attorneys partner with local community-based organizations to refer clients to a variety of health and social services that address a holistic range of needs.

#### Louisiana Center for Children's Rights

The Louisiana Center for Children's Rights (LCCR) provides holistic representation services that are more analogous to those provided by the public defenders' offices listed previously. LCCR's services include delinquency court representation and a combination of civil legal advocacy and social work services. In LCCR's work, all youth defense clients also work with a social worker, an education attorney, and a case manager to address a range of needs. According to its executive director, LCCR's approach is unique in that the clients' case teams look holistically at successful outcomes for the client, working collaboratively to agree on goals that do not necessarily prioritize juvenile court outcomes over other life outcomes. LCCR's youth-led approach to case management engages clients to define their own best outcomes, even if that does not align with staff perceptions of the clients' best outcomes.



Gator TeamChild (FL)

Gator TeamChild is a juvenile law clinic housed within the University of Florida Law School, providing a holistic approach to advocacy on delinquency, dependency, administrative, and educational matters. Certified legal interns work together with social work and psychology students to assess and address client needs while the young person is going through the court process.

## 2.3 Review of Research and Prior Evaluations

To date, there is limited research on holistic defense programs, including both implementation and impact. As a result, there are few, if any, best practices for the implementation or evaluation of holistic defense programs. RDA's review of the literature identified four publicly available evaluations assessing holistic defense program implementation and outcomes. The section below summarizes the methods and key findings from each of these studies.

**There are a few approaches to implementing holistic defense, however, the research is extremely limited and RDA found no comparative studies identifying the relative efficacy or impact of one practice over another. Thus, while there may be intuitive benefits to different approaches, there are no evidence-based practices from which RDA can draw recommendations.<sup>3</sup>**

LEAP (San Francisco)

The most recent evaluation conducted on a holistic defense program was a process evaluation of San Francisco's LEAP program completed in 2014. This evaluation examined the extent to which stakeholders perceived LEAP to effectively advocate for their clients' needs. The researchers conducted focus groups with LEAP stakeholders and issued a survey to program attorneys, ultimately finding that LEAP's greatest strength is the way program attorneys advocate on behalf of their clients before the court and in the school environment, including liaising with school administrators and attending meetings with youth or their parents.<sup>4</sup>

NDP (Maryland)

In 2006, researchers conducted a process evaluation of the implementation of Maryland's NDP program. The evaluation looked at: 1) clients' perceptions of program benefits and their own success within NDP's holistic defense program, 2) staff perceptions regarding the success of NDP's holistic defense program implementation, and 3) whether the program met clients' needs. The researchers used qualitative methods including interviews with staff and multiple focus groups with youth program participants. The process evaluation

<sup>3</sup> In 2012, the National Institute for Justice (NIJ) funded a multi-site study of holistic defense programs that aims to 1) develop and refine definition of holistic defense; 2) examine variation in holistic defense practices; and 3) empirically evaluate outcomes and cost effectiveness of holistic defense. This project, which is being led by a team of researchers from the National Center for State Courts, was in the data collection phase at the time of this report. The project's lead researcher suggested to RDA that another 1-2 years would pass before that study produced any results or findings.

<sup>4</sup> Kramer, K., (2014) Legal Advocacy Program Report.





determined that clients viewed the program as beneficial but that staff needed more clarity on the program implementation. The program's public defenders did not know when to refer clients to a social worker, and other staff believed that the program needed new benchmarks and milestones because the initial program goals had been met.<sup>5</sup>

TeamChild  
(Washington)

Researchers conducted an outcome evaluation of Washington State's TeamChild program in 2012. As with other evaluations, this study examined the effect of TeamChild services on post-participation criminal charges. The researchers attempted to construct a comparison group using statistical matching, but gaps in the available data prevented the creation of a valid comparison group. As a result, the researchers instead analyzed the correlation between service intensity (the level of services each client received) and post-program criminal charges, while controlling for historical criminal justice involvement. The study revealed that as service intensity increased, the number of clients' new charges decreased.<sup>6</sup>

Gator TeamChild  
(Florida)

In 2004, a team of researchers evaluated Gator TeamChild branches in Florida's Gadsen and Leon counties, looking specifically at the impact of TeamChild participation on subsequent juvenile justice outcomes. At the time, Gator TeamChild had limited data regarding participants' justice involvement. Consequently, the researchers developed a plan to utilize the number of participant arrests as a proxy for post-program justice involvement. This evaluation compared the change in number of arrests between the treatment group (Gator TeamChild participants) and the control group (individuals referred to Gator TeamChild that received fewer than ten hours of service, or no service). The researchers used regression analysis to evaluate the impact of program participation on the number of client arrests within one year of starting the program. The analysis controlled for prior juvenile justice involvement. The results of this study were mixed. On the one hand, participation in Gator TeamChild programming led to fewer participant arrests; on the other hand, participation did not lead to a reduction in delinquency adjudications for participants.<sup>7</sup>

The table on the following page summarizes the research methods and the main takeaways from each of these studies.

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<sup>5</sup> Hisle, B., Shdaimah, C., and Finegar, N., (2006). An Evaluation of Maryland's Holistic Representation Program.

<sup>6</sup> Collins, P., and Strand, D., (2013) Team Child Evaluation Study 2012-2013: Final Report.

<sup>7</sup> Norrbin, S., Rasmussen, D., and Von-Frank, D., (2004). Evaluation of TeamChild Florida Programs.



Table 1: Prior Holistic Defense Evaluations

Program	Year	Method	Key Findings
Gator TeamChild	2004	Quantitative <i>Compared outcomes across clients that received less and more than 10 hours of service while controlling for prior arrests</i>	<ul style="list-style-type: none"><li>Services led to fewer post-service arrests within one year of leaving the program</li></ul>
Neighborhood Defenders Program	2006	Qualitative <i>Focus groups with clients and NDP staff</i>	<ul style="list-style-type: none"><li>Staff required more training and program required more planning</li><li>Clients viewed the program as beneficial</li></ul>
TeamChild Washington	2012	Quantitative <i>Multiple regression analysis used to determine the correlation between service intensity and criminal charges filed</i>	<ul style="list-style-type: none"><li>Service intensity was linked to a decreased number of post-program criminal charges</li></ul>
LEAP	2014	Mixed-methods <i>Staff survey and focus groups with stakeholders</i>	<ul style="list-style-type: none"><li>Most effective advocacy was attending school meetings and appearing in court with youth</li></ul>

As the research shows, the effects and impacts of holistic defense still require additional study. Using lessons learned within previous evaluations of this holistic approach to public defense, RDA designed a mixed-methods evaluation, detailed in the next section.



### 3. CARE Evaluation Design

#### 3.1 Overview of Objectives and Research Approach

##### Objectives

The purposes of this evaluation are to assess the extent to which CARE successfully achieves its intended outcomes, and to make recommendations for program improvement. The Public Defender's Office intends CARE to: 1) link young people to services that can help them address risk factors associated with justice system involvement, especially concerning mental health, education, and disability; 2) obtain the least restrictive and most appropriate dispositional outcome; and 3) reduce future involvement in the delinquency system.

##### Research Questions

This evaluation was guided by the following research questions:

<b>Outcome Evaluation Questions</b>	<ol style="list-style-type: none"> <li>1. Do CARE services result in reduced negative contact with the juvenile justice system?</li> <li>2. Do Public Defender's Office clients who receive CARE services have improved dispositional outcomes?</li> </ol>
<b>Process Evaluation Questions</b>	<ol style="list-style-type: none"> <li>1. What are CARE's facilitators of successful implementation?</li> <li>2. What program areas can CARE improve to increase Project and client success?</li> </ol>

##### Evaluation Activities

RDA designed a mixed-methods process and outcome evaluation for the CARE Project, combining qualitative and quantitative data collection activities to inform a wide-ranging set of analytic findings. To this end, RDA completed focus groups and interviews with a variety of stakeholders to obtain diverse perspectives on program implementation, and combined the results of these qualitative activities with statistical analysis of quantitative data on client outcomes. By triangulating primary data collected by the RDA team and secondary data, collected by the Public Defender's Office and the Los Angeles County Superior Court, the research team was able to assess a comprehensive picture of CARE services. The sections below describe the methods employed for the evaluation activities described here.

#### 3.2 Quantitative Methods

##### Overview of Data Sources

The evaluation team gathered CARE client data from the Los Angeles County Superior Court Juvenile Automated Index (JAI) database as well as the Public Defender's CARE Project FileMaker Pro client database. The objective of the quantitative analysis of these data was to: 1) develop a descriptive overview of CARE's client population, and 2) examine the impact of CARE services on subsequent juvenile



justice involvement. The evaluation team collaborated with the Public Defender's Office to obtain these data, described in Table 2 below.

**Table 2: CARE Data Sources**

Data Source	Agency	Description	Data Elements
<b>Juvenile Automated Index (JAI)</b>	Los Angeles County Superior Court	JAI records the calendar of juvenile court hearings for arrested youth and youth that have charges filed against them.	<ul style="list-style-type: none"> <li>Youth Unique JAI Identifier</li> <li>Gender</li> <li>Race/ethnicity</li> <li>Court Hearing Date(s)</li> <li>Charge(s) and offense(s)</li> </ul>
<b>CARE Client Database</b>	LACPD CARE Project	This FileMaker Pro case database contains demographics, service needs and referrals, and CARE start/stop dates.	<ul style="list-style-type: none"> <li>Date CARE Opened</li> <li>Date CARE Closed</li> <li>Race/Ethnicity</li> <li>Identified need/referred services</li> </ul>

### Comparison Groups

In order to receive CARE services, defense clients must display signals to their trial attorneys in early meetings, or meet certain criteria. All CARE clients displayed signs of significant social/emotional needs, family instability, cognitive or developmental disabilities, educational or mental healthcare treatment needs; however, not all CARE clients receive the same level of services and supports. At the point of intake, CARE staff utilize an assessment to triage clients for different follow-up needs or levels of ongoing support.

RDA limited the evaluation to clients that began CARE services within a specific timeframe in order to look at both juvenile justice involvement prior to CARE services as well as juvenile justice involvement after receiving CARE services. The clients analyzed for this evaluation are CARE clients that received their first CARE services between 2009 and 2013.<sup>8</sup>

Through a review of the available quantitative program data, RDA identified two distinct groups of CARE clients.<sup>9</sup> Some clients received only the initial CARE client assessment and brief referrals to external community services, which RDA calls "brief services." RDA evaluated the 1,224 clients within this group. Other clients worked more closely with CARE staff throughout the duration of their court cases, and received a more comprehensive assessment of service needs, referrals to external community services, and additional linkage supports from CARE staff to ensure follow-through and receipt of the services

<sup>8</sup> In this evaluation, prior justice system involvement includes prior sustained petitions, probation violations, or other negative contacts with the juvenile justice system.

<sup>9</sup> Initially, RDA intended to utilize client need and risk data to develop comparison groups. Because CARE does not utilize a validated risk and needs assessment tool, these data were not available for evaluation. Although CARE staff collect information on clients' needs during their initial assessment with CARE staff, this information is used strictly for case planning and is not documented in a systematic manner that could be used for evaluation.



described in the “Overview of CARE Services Delivery.” RDA and the CARE project call this group “extended services,” and RDA analyzed 886 clients within this group.

**Table 3: CARE Clients Analyzed within the Evaluation**

Population Group	Client type	Sample Size
<b>Treatment</b>	Extended services	886
<b>Control</b>	Brief services	1,224

RDA utilized these different levels of service intensity as a means to develop evaluable comparison groups. While this approach to developing analytic groups for comparison differs from controlled comparison studies within rigorous academic settings, RDA’s approach to developing comparison groups is an actionable and appropriate use of the available data, similar to other evaluations conducted for existing social programs.<sup>10</sup> The regression analysis compares individual justice outcomes within the extended services group (the “treatment” group) to individual justice outcomes in the brief services group (“control” group).

Research shows that clients who qualify for or receive holistic defense services are systematically more vulnerable than other populations, and that high levels of service needs are connected to increased levels of recidivism. For example, one study found that individuals with developmental disabilities are 14% more likely to recidivate than individuals without.<sup>11</sup> Another found that individuals with substance abuse or mental health diagnoses are 8% more likely to recidivate.<sup>12</sup>

As evidenced in section 2.3 Review of Research and Prior Evaluations, above, prior evaluations of holistic defense faced similar challenges in developing a valid control group including non-clients. As such, the peer-reviewed evaluation of Florida’s TeamChild services leveraged service intensity by comparing a group of referred clients that had received more than ten hours of services to a group of clients that had received less than ten hours of services.<sup>13</sup> RDA’s approach to comparing levels of service intensity creates evaluable sets of clients with similar risk factors for recidivism. The services received by each group are listed below.

<sup>10</sup> The rigorous requirements for developing social science quasi-experimental comparison groups can create barriers for real world projects already deep into implementation, such as CARE. It can be very difficult to prevent biases, non-standardized selection criteria, or other unforeseen or uncontrolled variables from impacting the validity of analytic results when random group assignment is impossible. Though all these factors were barriers to developing idealized control groups within this CARE evaluation, these barriers are also very typical for real-world social projects already undergoing mature phases of implementation.

<sup>11</sup> Wilson, A., (2012). Examining the Impact of Mental Illness and Substance Use on Recidivism in County Jail. *International Journal of Law and Psychiatry*, v34, n4, July-August, p264-268

<sup>12</sup> CA Department of Corrections and Rehabilitation (2012). 2012 Outcome Evaluation Report. Office of Research.

<sup>13</sup> Norrbín, S., Rasmussen, D., and Von-Frank, D., (2004). Evaluation of TeamChild Florida Programs.



**Services received by the brief services control group:**

- Referral by trial attorney
- Assessment for program readiness
- Consultation with a resource attorney and/or a social worker
- Community referrals (no follow-up)

**Services received by the extended services treatment group:**

- All services received by the brief services control group, plus:
- Community referrals with follow-up and repeated referrals, as necessary
- Assistance with school, health, and educational record retrieval
- Ongoing mental health advocacy and education
- Special education support/advocacy at Individualized Education Programs (IEPs)
- Referrals to and advocacy with Regional Centers

The team used a statistical process to create demographically similar comparison groups between the extended service clients (the “treatment” group) and the brief service clients (the “control” group). This process, called Propensity Score Matching (PSM), is a statistical matching technique intended to estimate the effect of an intervention (i.e. CARE extended services) while accounting for demographic variables present within both the treatment and control groups. PSM attempts to reduce bias that may lead to false findings by making the treatment group and the control group more comparable.

After creating the sample groups using PSM, RDA estimated the impact of extended services by comparing the subsequent negative court involvement of the treatment group to the subsequent negative court involvement of the control group.

**Outcomes Measured**

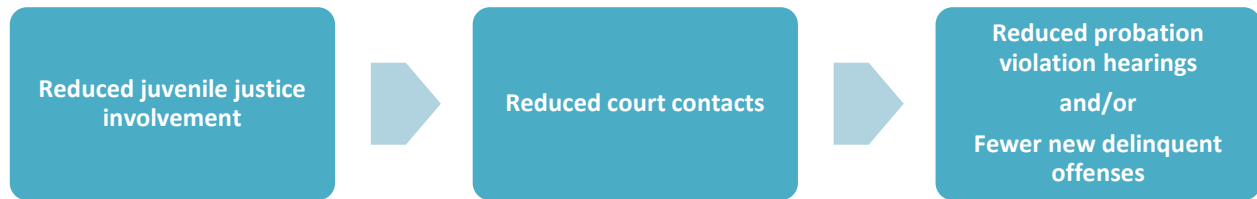
This study’s quantitative analysis is intended to evaluate the impact of the CARE Project on future juvenile justice involvement. First, RDA reviewed individual-level data from the LACPD CARE Project FileMaker Pro database and individual-level data from the Los Angeles Superior Court. After assessing the data’s respective levels of readiness for evaluation, RDA identified metrics to measurably define “a reduction in juvenile justice involvement.” Using the available data as a guide, RDA defined “juvenile justice involvement” as negative court contacts that are either probation violation hearings or appearances for new delinquent offenses.<sup>14</sup>

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<sup>14</sup> Due to the quantity of court contact types, RDA aimed to eliminate the vast number of contacts that did not indicate further *negative* involvement, including such court contacts as mandatory status checks, updates, or continuances.



Figure 2: Evaluation outcome measures defined



### Data Limitations

As information technology evolves and ages, it is extremely common for public agencies and community organizations to face challenges with recording, tracking, and reporting on data. Los Angeles County's Superior Court and Public Defender's Office are no exception. A key limitation of this evaluation is that these two agencies developed data systems to record information, but those systems were not designed for reporting the same information. Without the ability for real-time reporting on critical program data, making data-informed strategic decisions is a major challenge.

The Los Angeles County Superior Court designed the JAI system to be a court calendaring system. It also pulls data directly from the court minute orders completed by the court staff, but those minutes are not always in a standard format. As a result, the minute orders do not always map to the correct JAI fields. RDA found that due to JAI's primary functions of calendaring and pulling court minute orders, data within JAI are not consistent or regular. For example, a client's legal disposition is frequently recorded into different data fields. Because of these inconsistencies, RDA was unable to use JAI to measure recidivism outcomes. Instead, the evaluation utilized the more consistent fields within JAI to measure clients' subsequent negative court contacts.<sup>15</sup>

<sup>15</sup> Data used for evaluation include the date, the charges filed, and the type of court hearing scheduled.



### 3.4 Qualitative Methods

#### Overview of Qualitative Approach

In addition to the quantitative analyses described above, RDA conducted a series of interviews, focus groups, and field observations to better understand implementation of the CARE Project and to assess client, staff, and partner experiences with and perspectives of the CARE Project. These interviews and focus groups also supported RDA's efforts to learn about how stakeholders and partners collaborate with CARE staff, how the utilization of CARE services impacts client outcomes, how youth and families perceived the efficacy of CARE services, and any gaps in service delivery. These data collection methods included:

- **Interviews** with Public Defender's Office staff, including management, trial attorneys, resource attorneys, and social workers;
- **Interviews** with juvenile justice system stakeholders, including delinquency court judges, District Attorney's Office juvenile trial attorneys, and staff from the Probation Department;
- **Interviews** with CARE partners from public agencies and non-profits, including the Los Angeles County Office of Education (LACOE), the Los Angeles County Department of Mental Health (DMH), several Southern California Regional Centers, and the Children's Law Center;
- **Interviews and focus groups** with current and former CARE clients and their family members;
- **Field observations** at three Los Angeles County Superior Courthouses.

In total, RDA conducted 70 interviews or focus groups with CARE clients, staff, and stakeholders including:

<b>CARE Staff</b>	Resource Attorneys	5
	Social Workers	5
<b>Other Public Defender's Office Staff</b>	Trial Attorneys	10
<b>CARE Partners</b>	Judges	5
	Commissioners	2
	Deputy District Attorneys	5
	Probation	3
	Regional Center	4
	LA County Office of Education	3
	Department of Mental Health	1
	Children's Law Center	1
<b>Former CARE Clients and Families</b>	Client focus groups (participants)	2 (6)
	Client interviews	12
	Family member focus groups (participants)	2 (13)
	Family member interviews	9





## 3.5 Case File Reviews

### Overview

To supplement the quantitative and qualitative activities, RDA reviewed over 70 client files from cases that occurred in 2013. These individuals received the extended services and were randomly selected from the treatment group. Case files contained a range of documentation and information about individual clients not otherwise represented in existing datasets or attainable through other qualitative methods. The files included supplemental documents such as social workers' and resource attorneys' notes on individual client needs and circumstances. Each case file included a unique collection of client-specific documents that ranged in scope from education records, behavioral health histories, progress reports, documentation of trauma or poverty, to pages of hand-written social worker and/or resource attorney notes.

### Case Review Strategy and Data Limitations

As might be expected, there are limits to the evaluability of unstructured information. RDA's review of these files demonstrated that, across the range of CARE clients, case files are both highly specialized and highly irregular. Case files do not adhere to specific structures due to the variation of documents pertinent to a client's needs or defense strategy. For example, for clients that CARE staff indicated to have special education needs (within CARE's FileMaker Pro client database), the case file sometimes included documentation for special education referrals and services and sometimes did not. Similarly, the files sometimes contained information regarding the case disposition and sometimes did not.

The time required to analyze a single case file meant that the evaluation team was only able to review case files from a single year, rather than looking across years to identify trends or changes in client needs or services. As a result, the case file reviews only offer an illustration of CARE clients at a single point in time.

RDA recognizes that the purpose of CARE case files are to support defense strategies and help clients attain necessary services, and not necessarily to include every single element of information regarding a case or a client. Nevertheless, the irregularity of contents limited the degree to which RDA could determine links between services and justice-related outcomes. In response to these limitations, RDA employed a grounded theory approach to analyzing the case files, reviewing and summarizing each file by identifying specific service needs and histories and distilling a description of CARE clients through a process of manual coding.



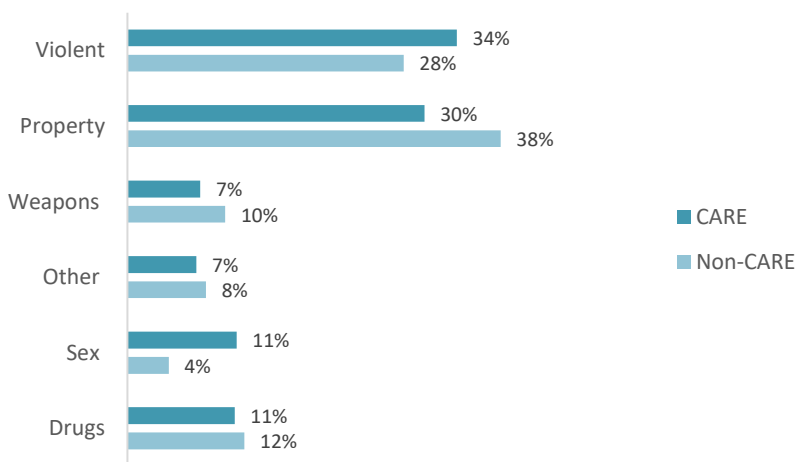
## 4. Description of CARE Clients

### 4.1 CARE Client Demographic Overview

CARE clients are both similar to and different from the overall population of youth represented by the Los Angeles County Public Defender's Office. Consistent with all Public Defender's Office clients, the vast majority of clients are male (79%) and Latino (61%) or Black (30%).<sup>16</sup> At the same time, CARE clients appear to be systematically different from other youth represented by the Public Defender's Office in a number of ways.

First, there are notable differences in the offenses for which CARE youth have delinquency petitions filed, compared with other young people represented by the Public Defender's Office. In particular, CARE youth are more likely to have petitions filed for violent offenses or sex offenses and less likely to have petitions filed for property, drugs, or weapons-related offenses than other clients. As Figure 3 shows, the most commonly listed offenses for CARE clients were violent, while the most commonly occurring offenses for non-CARE clients were property offenses. Sex offenses are the third most commonly occurring offense for CARE clients but are the least common offense for non-CARE clients.

**Figure 3: Offense types for CARE and non-CARE clients**

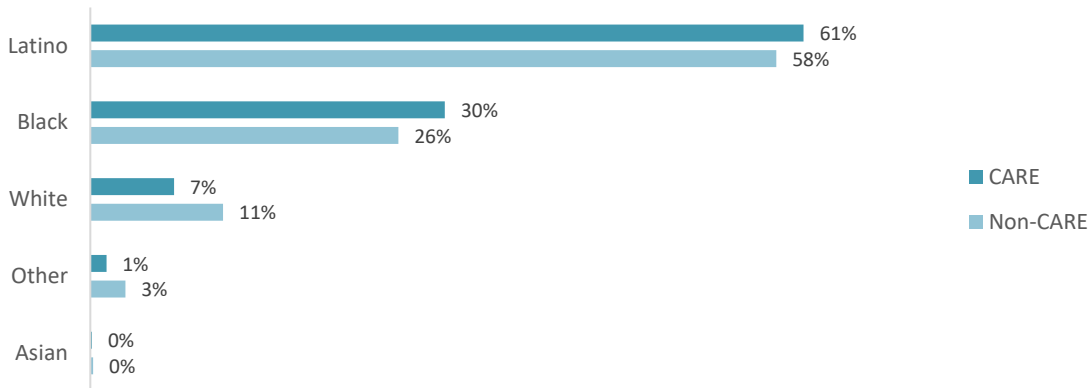


In addition, while CARE clients are generally similar to other Public Defender's Office clients in terms of demographics, as Figure 4 shows, youth who receive CARE services are more likely to be Latino or Black and less likely to be White, Asian, or Other, than are other Public Defender's Office clients, which may well also be an indicator of lower socio-economic status.

<sup>16</sup> RDA included 2,111 clients in the analytic dataset. These were CARE clients that began services between 2009-2013. Of these 2,111 clients, 1,667 are male (79%) and 444 (21%) are female. 1,286 identify as Latino (61%) and 636 identify as Black (30%).



**Figure 4: Race/Ethnicity of CARE clients vs. other Public Defender's Office juvenile clients**



<b>Age</b>	The average CARE client was 15.3 years at the time they started CARE services.
<b>Gender</b>	The vast majority (79%) of CARE clients are male; 21% are female.
<b>Race/Ethnicity</b>	Most CARE clients are Latino or Black.

## 4.2 Overview of Client Needs

To supplement the quantitative profile of CARE clients available through the JAI database, RDA conducted a case file review for over 70 clients within the treatment group to describe additional characteristics among CARE clients.

The individualized nature of each clients' psychosocial history, and the degree to which related documents were excluded or otherwise missing from their case files means that the description of client needs analyzed from the case file review most likely underrepresents the presence of certain risk factors and psychosocial needs.

**Education.** The majority of CARE client files reviewed by RDA had documented special educational needs (40 of 70 or 57%).<sup>17</sup> Most clients from this group had existing IEPs documented prior to their alleged offense date, but CARE staff referred 25 clients to additional educational support services, 14 of which were referrals to update their IEP because the client's plan was either out-of-date or inadequate.

<sup>17</sup> Special education means specially designed instruction to meet the specific needs of a child with a disability. A disability may include, but is not limited to: 1) language or speech disorder; 2) Autism-like behaviors; 3) intellectual disability; 4) other health impairment which may include Attention Deficit Disorder or Attention Deficit Hyperactivity Disorder; 5) specific learning disorder; 6) a serious emotional disturbance; and/or, 7) traumatic brain injury. School districts must provide each student with a disability with free, appropriate public education (FAPE) that conforms with the student's Individualized Education Program (IEP). [Title 20 USC § 1401(9); Title 34 CFR § 300.17.] Special education must be provided in the least restrictive environment. This means that to the maximum extent appropriate, all students with disabilities should be educated with students who are not disabled. [34 CFR § 300.114.] In addition, FAPE requires that special education students are involved and make progress in the general education curriculum and toward achievement of their IEP goals. [20 USC § 1414(d)(1)(A); 34 CFR § 300.320(a)(1).]



Six clients among the 70 files RDA reviewed had been Regional Center consumers prior to their alleged offense dates, and CARE staff helped three of them to reconnect with Regional Center services. Additionally, CARE referred 14 more clients to be assessed by the Regional Center for intellectual or behavioral disabilities.

**Behavioral Health.** The majority of the reviewed files—46 of 70, or 66%—illustrated histories of behavioral health issues, including reports of mental health problems, histories of counseling, documented psychiatric diagnoses, and psychotropic medication prescriptions. This figure is in line with national statistics, which indicate that 70% of youth in the juvenile justice system meet criteria for at least one mental health disorder. The prevalence of a mental disorder among youth in the system is two to three times higher than among youth in the general population.<sup>18</sup>

Psychotropic medications are prescribed as needed to children and adolescents diagnosed with a mental health condition or psychiatric illness to improve their emotional and behavioral health.<sup>19</sup> Twenty files included documentation of pre-existing mental illness, and twenty files indicated that the client had been prescribed psychotropic medications prior to their alleged offense. Because the twenty that had documented diagnoses were not always the same individuals that were prescribed psychotropic medications, it is highly likely that these figures underrepresent the actual number of clients that had psychiatric and/or mental health histories prior to their alleged offense date. CARE referred 12 of the clients with histories of mental health issues to psychiatric assessment, and CARE also referred another five clients without documented histories of mental health issues to receive psychiatric assessment in order to address previously unidentified behavioral health treatment needs.

In addition, 17 CARE clients had documented histories of substance use—mainly alcohol and marijuana—but only one individual had a record of attending substance abuse treatment or counseling. CARE referred six individuals to substance abuse counseling or treatment.

**Trauma and Abuse.** Among the files reviewed by RDA, 19 clients (27%) had documented histories of extensive trauma and/or abuse at home. Seven had a documented history of sexual abuse, seven had a documented history of parental physical abuse, three had a documented history of parental emotional abuse, four had DCFS-related histories of neglect, and at least nine had been put into an out-of-home placement at some point prior to their alleged offense date. At the time of their alleged offense, at least seven clients were wards of the Department of Children and Family Services. National research indicates that these values may underrepresent the actual rate of trauma experienced by CARE clients, or by youth involved in the juvenile justice system more generally. The literature shows that while up to 34% of all

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<sup>18</sup> Youth with Mental Health Disorders in the Juvenile Justice System: Results from a Multi-State Prevalence Study (Jennie L. Shufelt, M.S. and Joseph J. Cocozza, Ph.D.), 2006

<sup>19</sup> American Academy of Child and Adolescent Psychiatry. Practice parameter on child and adolescent mental health care in community systems of care. *J Am Acad Child Adolesc Psychiatry*. 2007;46:284-299.



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children in the US have experienced trauma, between 75-93% of youth entering the juvenile justice system are estimated to have experienced trauma.<sup>20</sup>

Additionally, seven client files included documentation of poverty conditions, including a lack of access to necessities for daily living such as food, clothing, shelter, or safe drinking water. Five CARE clients fell under the federal definition of homelessness at the time of their alleged offense. While these numbers may seem low, RDA believes it is highly likely that these numbers underrepresent the actual number of clients either living in or that have lived in poverty. A large body of research demonstrates the connections between poverty and health, including behavioral and physical health, as well as the connections between poverty and crime. However, a client's experience of poverty is not typically included within a legal defense strategy or taken into account within a courtroom. For this reason, RDA assumes that the number of CARE clients living in poverty is higher than suggested by the file review.

**CARE clients have high levels of special education needs, cognitive or developmental disabilities, mental health issues and psychotropic medication prescriptions, and many have experienced extensive trauma and/or abuse.**

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<sup>20</sup> "Healing Invisible Wounds: Why Investing in Trauma-Informed Care for Children Makes Sense," Justice Policy Institute, July 2010.



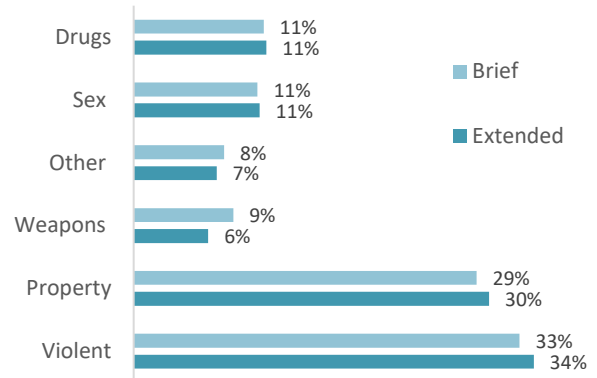
## 5. Findings

### 5.1 Client Outcomes

**Finding 1: CARE clients who receive extended services have significantly less subsequent contact with the juvenile justice system.**

**Quantitative Analysis.** RDA's statistical analysis of justice-related outcomes between the control group and treatment group of CARE clients demonstrates that they are comparably similar across age, race, and ethnicity (see Appendix A). In addition, the figure here shows that individuals from both groups were charged with similar offenses, indicating that they also have similarities from a juvenile justice perspective. Approximately one third of all charges filed against CARE clients from both groups were for violent offenses, and another third were for property crimes.

**Figure 5: Offense Type by Comparison Group**



To measure the impact of CARE services on juvenile justice outcomes, RDA estimated a series of statistical models to measure subsequent negative court contacts for each group. As described in Section 3.2 Quantitative Methods, RDA used an analytic method called propensity score matching (PSM) to develop highly similar groups matched by race, age, and prior court contacts. RDA's analysis revealed that clients from the treatment group avoided negative court interactions more than the control group, with the treatment group experiencing .96 fewer negative interactions with the juvenile delinquency court after receiving CARE services than clients from the control group.<sup>21</sup>

Statistically speaking, this finding is highly significant. The most common measure of statistical significance is called the *p-value*, which essentially determines the degree to which the finding was caused by chance.<sup>22</sup> RDA's *p-value* testing determined that the effect of CARE services on justice involvement is, indeed, highly statistically significant; there is less than a 1% likelihood that this outcome was found by chance.<sup>23</sup>

<sup>21</sup> Statistical analysis showed -.96 fewer subsequent negative court contacts, defined as either reduced probation violation hearings or fewer new delinquent offenses.

<sup>22</sup> When measuring a finding's *p-value*, the finding (or hypothesis) is shown to be valid by demonstrating that the counter-claim (or null hypothesis) is not likely to be true. The most common use of *p-values* is to determine the statistical significance of a result. A result is said to be statistically significant when the analyst can reject the counter-claim on the grounds that it is improbable.

<sup>23</sup> *P-values* below .05 or .1 typically demonstrate that a result is statistically significant. RDA's regression analysis determined that the effect of extended services on reducing juvenile justice involvement by .96 negative court interactions has a *p-value* of .004, which demonstrates a high level of statistical significance.



**Qualitative Analysis.** In addition to the above quantitative finding – that clients who receive extended services have measurably fewer subsequent negative interactions with the juvenile justice system than do a comparable group of CARE clients that receive only brief services – RDA's qualitative analysis and case file reviews provide strong evidence for the positive impact of CARE services on justice outcomes.

**Respondents from both the District Attorney's Office and the judiciary overwhelmingly agreed with CARE staff and clients that CARE services help young people address the underlying issues that result in justice involvement and, in so doing, reduce their negative contact with the juvenile justice system.**

CARE service partners also reported that CARE clients are much less likely to have ongoing negative contact with the juvenile justice system, noting that recidivism is reduced when clients are given the services they need to reduce their risk factors for justice involvement. By addressing underlying issues with the support of their CARE social workers, clients are able to receive the help they need and resolve critical issues that may result in future arrests, court appearances, and negative dispositions. A partner from the Los Angeles County Office of Education reported that due to CARE:

*The rate of recidivism is lower. My CARE kids go home and they stay home longer. They have fewer arrests post than the other kids do who don't get the services. I think it's because they were placed appropriately when they left and their underlying needs were addressed. They look at [their issues] more holistically and look at psychological factors and find treatment for those issues, and they didn't have that at their disposal before. Four out of five cases where I go to court, I help the judge understand the results of social and emotional trauma, PTSD, whether the client had a good IEP, and psychological services. [The client] can transition back into the community and we have been able to get kids back into the community.*

Justice system partners— including judges, prosecutors, and probation officers— also attribute CARE-provided services to reduced client recidivism. One Deputy Probation Officer pointed to collaboration with the Public Defender as a key factor in CARE's success:

*I think collaborating more with the Public Defender's Office with post release services will minimize recidivism. More follow up from the Department of Mental Health, the Public Defender, and Deputy Probation Officers will minimize recidivism because if you drop the ball on the client, the client is going to regress. In order to train someone, you need to provide reward and consistency and support so the client will be able to thrive. If the client is released and has to take medication and if the client doesn't get the medication or isn't reminded to take the medication, that's when the problems begin. That increases their chances of recidivism. They are going to act out.*

Finally, CARE clients themselves attribute their work with CARE staff and their linkage to related services as critical for helping them stay out of trouble and avoiding additional contact with the delinquency



system. One youth discussed how his social worker helped him access services to address his substance use issue, which helped him turn his life around.

*You know, I think a lot of kids want to go down the right path, they want to get help but they need to know who they can trust and what their options are. That is what my social worker did. She was great, she helped me when I was going through my substance abuse by helping me get into a program. Without her help, I wouldn't have been able to do it because it would have been too much for me to handle alone.*

**Finding 2: CARE services appear to successfully help clients obtain desired dispositional outcomes.**

In addition to reducing clients' negative contact with the juvenile justice system, evaluation findings indicate that the CARE Project is successful in its effort to help clients obtain improved dispositional outcomes, including dismissals due to competency issues and less restrictive dispositions for youth who are adjudicated delinquent.

**Case File Analysis.** Based on the review of 70 CARE client case files, CARE advocated that many clients receive competency assessments (at least 23), and as a result, 14 clients were found not competent and had their cases dismissed. In most juvenile cases, a Deputy Probation Officer (DPO) makes an adjudication recommendation to the court, as does the prosecutor and trial attorney. While the case files did not always document the ultimate dispositional outcome (that information is kept in another database), RDA found that CARE clients received more dispositions in line with the Public Defender's recommendation, rather than the DPO's recommendation. Thirty-six cases were adjudicated according to the public defender's recommendation, compared to 14 cases that were adjudicated according to the DPO's recommendation. At least 15 CARE clients were placed at home on probation—a less harsh disposition—when the DPO recommended suitable placement or camp. Additionally, CARE referred at least 23 clients to competency assessments, and as a result, 14 clients were found not competent and had their cases dismissed.

**Of the case files that included dispositional outcomes, RDA found that twice as many CARE clients were adjudicated according to the Public Defender's recommendation rather than the DPO's recommendation.**

**Qualitative Analysis.** With the support of CARE social workers and resource attorneys, Public Defender's Office trial attorneys can present mitigating evidence to the judge in support of the client's recovery needs, including information about the client's background, history, and psychosocial assessment. With a clearer understanding of clients' backgrounds, justice partners can make data-informed decisions regarding placement and necessary services.

**Several justice partners reported that clients who receive CARE services receive more appropriate community services and placements, leading to better case outcomes.**





One judge described the weight of CARE staff's psychosocial assessments and information regarding their clients:

*As a bench officer, you might have a case and think 'if these allegations are true, this is what the disposition is going to be. It's going to be a slam dunk.' Then you find out that this kid has autism and now you are viewing that behavior a little differently than how you normally would and you want to hear what the experts are saying. I have to redirect my thoughts on the case. So instead of camp, maybe we are thinking about an appropriate facility that specializes in autism. The information that they provide to me is information that I need to make the appropriate orders. I don't get that information from Probation. CARE has a positive influence in that regard.*

Reports and assessments on CARE clients that further explain the complexities of a case can support a recovery focus and appropriate placement. One Deputy District Attorney provided the following:

*These reports are really useful and the issues can be addressed to put in place the right decisions for the kid. I and the Public Defender worked together on [a] case, and we were happy to see the results.*

Judges stated that the additional information CARE staff present regarding their clients helps them come to more appropriate case dispositions. Judges valued hearing about clients' histories from CARE staff and noted that when a plan has been established by the CARE team to address the client's needs, they often come to different legal decisions. According to one juvenile court judge:

*What I have seen, is there are times when a youth is facing camp or suitable placement, I might be more comfortable with probation actually if I know we can get the youth into therapy and CARE helps lay the groundwork for that. I also think it helps with the prosecutor who is concerned with public safety because they don't want that youth to repeat their mistakes either.*

**CARE staff collaborate with their justice partners to help clients receive less severe dispositional outcomes, including dismissals due to competency, fewer restrictive dispositions, and fewer placements into halls and camps.**

## 5.2 Implementation Outcomes

As the outcome data indicate, the Public Defender's holistic legal representation CARE services are a very effective approach to juvenile defense practice, leading to both desired case outcomes for clients and trial attorneys as well as supporting reduced negative contact with the juvenile justice system. The section below explores the factors that facilitate the success of CARE services and approach, in addition to identifying opportunities for improvements.



### Finding 3. CARE staff build trust and engagement with youth and family members.

The extent to which CARE staff are able to establish trust and meaningful engagement with clients and their family members was highlighted as a facilitator of success. In order for CARE to get clients the support they need, clients must be open to receiving support, and family members must trust that CARE staff want the best for their children. Family members provided RDA with stories of repeated attempts to obtain support for their children that were unsuccessful until CARE staff got involved. One mother of a CARE client described how CARE helped her son obtain an IEP.

***She was like a mentor basically but she was still my social worker though. My mom talks to her a lot... I would just say thank you.***

*- Former CARE client*

*Our resource attorney was terrific, we tried before to get my son in special education but I was never successful because his grades weren't that bad but he always had behavioral issues. The attorney sat with me at a meeting at my son's school for five hours to help me advocate for my son. They were instrumental in helping us get him an IEP and getting him services through the Regional Center.*

CARE clients themselves also indicated that once they understood CARE staff were pursuing their best interests, they were more open to receiving services. One former client provided the following:

*She was like a mentor basically but she was still my social worker though. My mom talks to her a lot... I would just say thank you. She helped... She made me think about my actions and start taking advice...and thinking before you do something. She made me start thinking about my future. [The social workers] really help.*

### Finding 4. High levels of collaboration between trial attorneys, resource attorneys, and social workers support better client representation.

Trial attorneys, resource attorneys, and social workers agreed that CARE more effectively serves clients when communication is consistent and staff are clear about their roles on a case. Trial attorneys stated that they divide work with CARE staff to ensure multiple client needs are addressed simultaneously. Trial attorneys concentrate on the legal facts of a case, while resource attorneys and social workers gather information on client and family history. One trial attorney described the collaboration this way:

*Working with CARE staff is really a collaborative team effort. They are able to come and work on things beyond the legal aspects of a case... They are able to do those things to make sure that issues that need attention are addressed. They can also be present in court and relay what they found to the judge and sometimes, that is the difference between someone going home and going to placement.*

CARE staff provided greater clarity as to how CARE coordinates their efforts to address the complex needs of their clients. A CARE social worker provided the following:



*We divvy up the work, we [social workers] can advocate for the client to address issues they and the family are facing, the resource attorney jumps in and starts reviewing school records to see if the youth is getting what they are entitled to, at the same time both of us are communicating with the trial attorney. Then we address the court together to provide a complete picture of what is going on with the youth.*

**Finding 5. Buy-in from juvenile justice partners is essential for CARE success.**

CARE staff noted that juvenile justice system partners must be willing to operate in a legal system that values holistic defense in order for CARE to be successful. Deputy District Attorneys, bench officers, and Deputy Probation Officers overwhelmingly reported the benefits of holistic legal representation and stated that CARE provides youth with better representation compared to youth who do not get support from CARE. One Deputy Probation Officer explained:

*I've seen every kid [CARE] has worked with get better services than kids who don't get CARE services. They are always here at juvenile hall talking with us and the kids... They talk to the kids to find out what's going on and how they're doing. They are very proactive with them. I think it's a major plus. When kids don't have that, there is no level of support, there is nothing comparable.*

Prosecutors also expressed their appreciation for the services CARE provides, and saw collaboration with CARE as contributing to better legal and client outcomes. One Deputy District Attorney described a very collaborative relationship with CARE staff:

*I really appreciate having them just down the hall. It is, you know, getting the whole story and all of us want that. We want to know everything we can to help make sure we are making the right decision for the youth and the victim. My big thing is I don't want to see kids come back to the courthouse, so it's really about finding a decision that will accomplish that and still protect the victim.*

Conversely, field observations and interviews with CARE staff and partners made it clear that without buy-in from all juvenile justice system partners, CARE services cannot be successful. Observations of juvenile court hearings evidenced a range of interest from bench officers regarding the input and recommendations from CARE social workers and resource attorneys, with some judges clearly placing a higher value on the recommendations of CARE staff than others.

Interestingly, field observations and interviews also indicated varying levels of buy-in from Public Defender's Office trial attorneys. While the majority of trial attorneys interviewed reported a great appreciation for CARE Project resource attorneys and social workers, some trial attorneys remained solely focused on the legal issues of their cases. CARE social workers and resource attorneys also noted that they receive more referrals from some trial attorneys and fewer from others. They reported that this variation appears to be related to an attorney's interest in a holistic defense approach rather than any systematic differences in their clients.



**Finding 6. Clear and structured coordination with service partners is essential for successful implementation of CARE services. At times, the absence of clearly defined roles and responsibilities or explicit policies and procedures reduces the efficacy of CARE's work.**

In addition to maintaining collaborative relationships with justice system partners, the CARE Project operates more effectively when its staff are able to coordinate services with non-justice system partners to get youth the support they need. CARE staff frequently coordinate efforts with school districts, the Department of Mental Health, and Regional Centers to obtain clients the services they need. A service provider from the Department of Mental Health described what they need from CARE staff to get clients the mental health supports they need:

*Our agency uses multiple sources and pieces of information to make a decision on whether or not we can get a youth into a treatment program. When the individual is a CARE client, the social workers provide more detail about the youth's personal experiences and challenges, they are really good at getting us the paperwork that helps us determine if we can get the client into a treatment program.*

CARE clients also observed the efficacy with which CARE staff are able to navigate the complex landscape of social and educational services. One mother recounted the speed with which her son's resource attorney was able to get him placed in a school with the appropriate educational services after she had been struggling to do so on her own for months.

*I never worked with anyone that got it done more quickly than before. I think she knew all of the technicalities and at the end of the day ...she looked at the IEPs and knew that they had to put him in a school. [Inglewood Unified School District] told us to put him in another district and she made sure that they provided a school for him. He was out of school for four months [before we started working with the resource attorney].*

In contrast, some CARE service partners shared challenges in collaborating with CARE Project staff. In particular, non-profit and public partners mentioned that CARE staff communications, requests for information, or requests for services are sometimes unclear or incomplete. They indicated that if CARE staff could more clearly articulate their clients' needs, describe the timeline for their requests, and provide more supporting documentation, then the service providers could more easily and quickly collaborate on client cases. RDA also heard that adding greater structure to staff processes for making requests would help CARE and partner agencies operate more efficiently to address clients' needs.

In addition, some CARE partners discussed the need for more structured processes for requesting client information or assessments and linking clients to services. One partner interviewed for this evaluation suggested that a way to reduce duplication of effort would be to clarify roles surrounding specific tasks on client cases.



**Finding 7. Regular turnover in staffing roles in the Public Defender's Office reduces the effectiveness of CARE services.**

Staff in the Public Defender's Office—including Juvenile Division trial attorneys and CARE Project social workers and resource attorneys—repeatedly spoke of a need for more training about CARE services and holistic defense in general. Broadly speaking, these training needs fell or fall into two categories: 1) training for trial attorneys about the purpose and approach of holistic defense and about the processes for linking their clients to CARE staff, and 2) training for resource attorneys about civil legal issues to support their clients.

While every attorney receives extensive training when they begin in the Juvenile Division, several trial attorneys expressed a need for ongoing training related to CARE Project services. Staff believed that the initial training they received when newly assigned to the Juvenile Division did not fully prepare them to access, utilize, and maximize these services for their clients. Said one trial attorney:

*It is a change coming from working adult misdemeanor cases and adjusting to juvenile and to having the option of working with CARE. There is nothing like CARE at the adult level so recognizing when to refer to CARE is something that is learned and takes time.*

Resource attorneys also spoke of the need for more training about holistic legal representation as an approach, as well as about the specific work that CARE resource attorneys do for Public Defender's Office clients. Both resource attorneys and trial attorneys noted that staff in the Public Defender's Office can be assigned to work as CARE resource attorneys without consideration for the individual's level of interest in the civil legal matters that constitute the CARE Project. While many attorneys assigned to work in the CARE Project adapt and quickly master the issues necessary to provide clients with a high level of service, social workers, resource attorneys, and trial attorneys all recounted examples of individuals assigned to work as resource attorneys who were not a good fit for the role due to their lack of particular interest in the work.

These challenges are exacerbated by staff turnover in the Public Defender's Office. The Public Defender employs approximately 750 attorneys, and as a result there is regular turnover due to parental leave, temporary disability, family emergencies, resignation, and retirement. CARE staff identified that this turnover creates barriers to supporting clients. To provide holistic defense effectively, CARE staff noted that resource attorneys and social workers must have established relationships in the community, and that turnover gets in the way of building and strengthening those community relationships. One resource attorney explained:

*To be a successful advocate for the client, you need to have the opportunity to build relationships in the community. To get a kid an IEP, it helps to know folks at the school. It takes a lot of work and you need the information quickly. You have to get their information, grades, disciplinary record, and a meeting setup with*



*administrators. It is so much easier to get that accomplished if you have had time to build relationships with the schools.*

CARE partners echoed this concern, with several noting that some of the communication challenges discussed above were due in part to newer staff with less understanding of their services, processes, or timelines. While the Public Defender's Juvenile Division does provide substantial in-person training for newly assigned attorneys, including information about the CARE Project staff and services, some attorneys did not feel prepared to fully utilize the services available to their clients through CARE.<sup>24</sup>

**Finding 8. Partners consistently agree that CARE services should not end upon case disposition.**

When the CARE Project first began, grant funding requirements mandated that CARE services cease 30 days after disposition. Years later, it is clear that this milestone is not a uniformly appropriate juncture for ending services. CARE social workers and resource attorneys are often deeply involved in the process of obtaining IEPs, linking clients and their families to services, and a range of other activities. Regardless of whether or not CARE clients are adjudicated, the relationships that CARE staff have built with youth, families, schools, and service providers can go a long way toward supporting their success and well-being. For youth whose cases are dismissed, discontinuation of CARE social worker and/or resource attorney involvement can result in an end to support in accessing needed services for those young people. Conversely, for youth who are adjudicated, the linkages and processes that CARE social workers and resource attorneys have begun can be essential for probation staff or other juvenile justice system partners to leverage and build upon. Concerns about CARE's pre-disposition mandate were repeated regularly by CARE staff, justice partners, and service delivery partners. According to one resource attorney:

*What makes it challenging is you build relationships with these youth, you help them and you want them to succeed but then you have to just stop. The problem is their needs and challenges don't cease after disposition.*

A juvenile court judge expressed similar sentiments, suggesting that CARE services should not be limited by the duration of a client's case:

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<sup>24</sup> Holistic legal representation is a non-traditional defense practice that requires significant training and specialization. To this effect, the Public Defender's Juvenile Division provides substantial in-person training for newly assigned attorneys, pursuant to Assembly Bill 703, on a wide range of topics that affect juvenile clients. Training includes information about the CARE Project staff and services, as well as on topics such as adolescent development, special education, competence and mental health issues. For the past 35 years, the Public Defender's Office has also been providing a yearly delinquency law training seminar open to all juvenile defense attorneys and advocates throughout California. Nationally recognized speakers have presented on the topics highlighted above, and also on such subjects as immigration, use of experts, trauma, collateral consequences, and LGBTQ youth involved in the justice system, to name a few.



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*The cases that come in are predisposition cases. It would be helpful to expand services to do post disposition work as well, so they can continue to receive services after their case. There should not be any restrictions in how long the client can receive the services.*

A mental health provider found CARE extremely useful for clients but worried that limiting the program to predisposition services allows some clients to regress after the court process is complete.

*More follow up is needed even after the case, if you drop the ball on the client the client is going to return to their old ways. For example, if a client is released after their case and has to take medication and doesn't know how to get the medication or isn't reminded to take the medication, that's when the problems begin in my experience.*



## 6. Conclusion and Recommendations

Taken together, data collected for this evaluation indicates that the Los Angeles County Public Defender's Office's holistic representation CARE Project is a highly effective approach that results in both reduced negative contact with the juvenile justice system and improved dispositional outcomes for clients. Statistical analyses found that clients who receive extended CARE services are significantly less likely to have subsequent negative interactions with the juvenile delinquency court, a finding that was echoed by virtually all Project partners and stakeholders. Juvenile justice system partners, including judges, deputy district attorneys, and probation staff, repeatedly spoke of the value of CARE's approach and services and their efficacy in supporting improved youth outcomes and well-being. Service partners, youth, and their families strongly echoed these sentiments, speaking of the impact of CARE social workers and resource attorneys in helping youth and families access the services they need.

*I've seen every kid that CARE worked with get better services than kids who don't get CARE services... I think it's a major plus. When kids don't have that, there is no level of support, there is nothing comparable.*

*- Deputy Probation Officer*

The impressive impact of CARE notwithstanding, RDA's analyses did reveal several opportunities to improve implementation of the CARE Project. In particular, RDA recommends the following in order to better facilitate success for CARE clients and improve CARE Project implementation.

- ❖ **Provide extended services to all clients.** To address the intense needs of CARE clients, a supportive and comprehensive service approach is needed. Brief services that only include referrals to outside agencies without additional follow-up are not enough to improve CARE client outcomes. Clients require comprehensive levels of service and consistent support in order for their needs to be addressed and to prevent future justice system contact. CARE should focus on providing more in-depth service linkages to ensure clients receive the support they need to avoid further contact with the juvenile justice system.
- ❖ **Stop using disposition as the ending or conclusion to CARE services.** Clients, staff, and CARE partners indicated that in order to best serve clients and reduce repeated justice system contact, services must be extended beyond disposition. Addressing common client needs such as obtaining access to mental health services, reenrolling in school, or getting the medical assistance they are eligible for can be a lengthy process that extends well beyond disposition. As a result, restricting CARE services to predisposition may prevent clients from having their needs adequately addressed and subsequent justice system contact prevented.
- ❖ **Bolster programmatic structure, including policies, procedures, and training for staff.** CARE staff, justice partners, and service providers need to understand their roles in order to effectively collaborate and advocate on behalf of their clients. Clearly defining program policies, procedures, and training objectives will improve service coordination for clients and, as a result, reduce client





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risk factors for recidivism. The lack of structured processes impacts consistent delivery of client services, reduces the quality of in-depth follow-through, and ultimately effects client outcomes. In addition, CARE should provide ongoing training to all attorneys within the Public Defender's Office about accessing and utilizing the CARE Project's services.

- ❖ **Increase evaluability by improving data collection and infrastructure.** The CARE Project should research, identify, and implement a structured assessment tool for client screening, identifying needs, triaging, and referring clients to services. Use of a structured tool will standardize needs assessments for clients, reduce the burden of data entry, and support staff in ensuring clients access and receive needed services. Improving data infrastructure and quality will also increase the benefits of evaluation, which will, in turn, improve CARE's ability to understand its impact on client outcomes. The lack of systematic data collection related to CARE staff activities, service linkages, and non-justice system client outcomes limits RDA's ability to assess many program outcomes and cost implications.

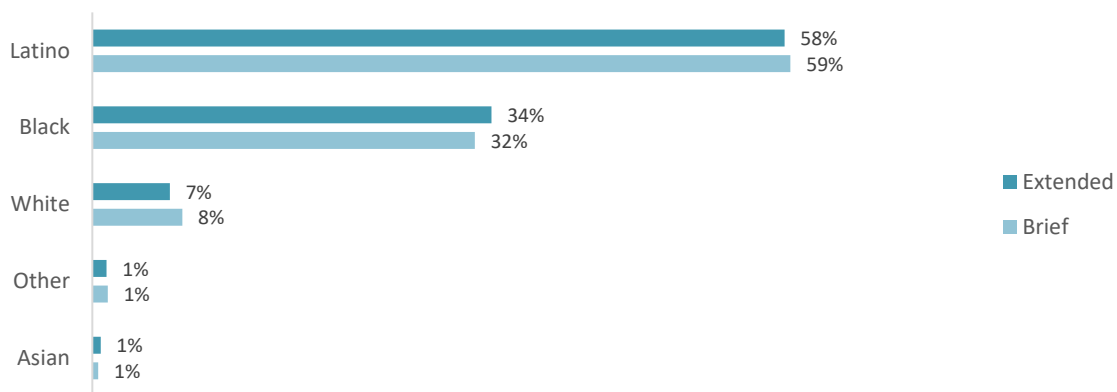
RDA's evaluation activities and analyses provide strong evidence that CARE is a beneficial early intervention program that helps youth with very complicated needs. CARE not only helps clients access the services they require to be successful in life, but reduces barriers to stabilization and involvement with the justice system. Although the research base on holistic defense remains limited, based upon the findings presented here, RDA believes this approach is a strong candidate for consideration as a promising practice. Moreover, the L.A. County Public Defender's Office's CARE Project is an impressive model for holistic legal representation. If the CARE Project can implement the recommendations listed above, RDA believes that CARE would be a very strong candidate for the additional research that would be required to qualify it as a promising or best practice.



## Appendix A

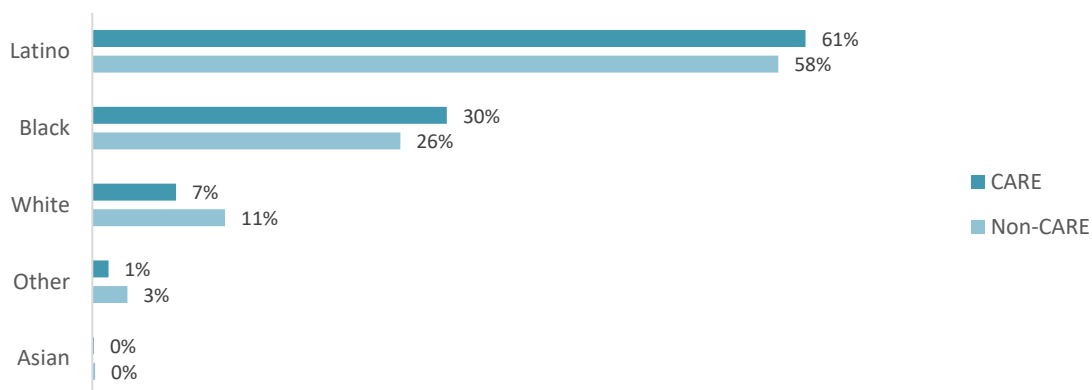
RDA examined the demographic differences across 1,224 CARE clients that received extended services and 886 CARE clients that received only brief services, finding that the CARE clients that received extended services are more similar clients that received brief services than they are to other juvenile clients of the Public Defender that are not CARE clients. The average age for extended service CARE clients was 15.2 and 15.4 for brief service CARE clients. Extended service CARE clients and brief service CARE clients were both approximately 80% male and 20% female. As shown below in Figure 6, the two groups are very similar across race and ethnicity.

**Figure 6: Race/ethnicity of extended service clients and brief service clients**



The evaluation team also compared the characteristics of 9,096 non-CARE juvenile clients of the Public Defender to 2,111 CARE clients who had cases between 2009-2013. The average age for CARE clients was 15.3, which was about half a year younger than the average age for non-CARE clients, which was 15.9. Compared to non-CARE clients, a larger proportion of CARE clients were Latino or Black, and a smaller proportion were White, Other, or Asian.

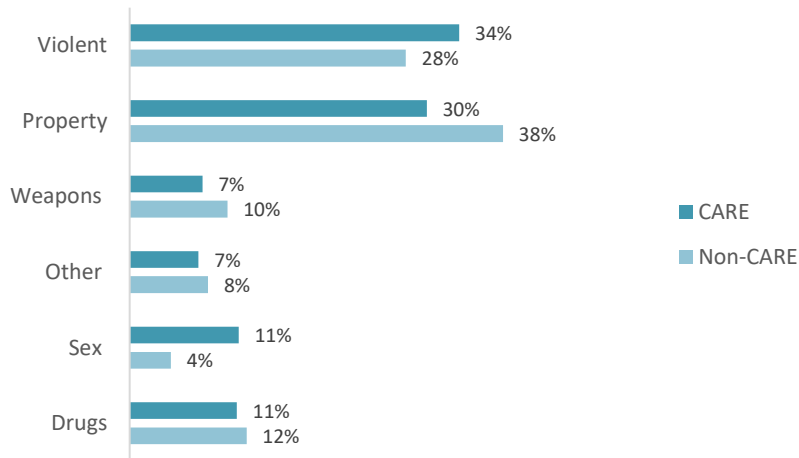
**Figure 7: Race/ethnicity of CARE clients and non-CARE clients**





The most commonly listed offenses for CARE clients were violent, while the most commonly occurring offenses for non-CARE clients were property offenses. Sex offenses are the third most commonly occurring offense for CARE clients but are the least common offense for non-CARE clients.

**Figure 8: Offense types for CARE and non-CARE clients**





## Appendix B

Through regression analysis, RDA looked at the relation between extended services and subsequent negative court contacts, finding that extended services are associated with reduced subsequent negative court contacts. This result is highly significant. The coefficient of -0.78 indicates that CARE clients who received extended services had nearly one fewer subsequent negative court contact and the P-value of 0.004 indicates the result is highly significant. Additionally, race, age, and the number of prior court contacts were found to be statistically significant factors.

**Figure 9: Impact of extended services on subsequent negative court interactions (N=503)**

Average Treatment Effect	Outcome	P-Value
Effect of CARE on future negative court interactions	-0.96	0.004

**Figure 10: Impact of extended services estimated using regression analysis**

Variables	Coefficient	P-Values
Extended services	-0.782333	0.008
Black*	1.541089	0.009
Latino/Hispanic	0.984033	0.083
Other	0.713382	0.689
Age*	-0.281557	0.000
Prior negative court contacts*	0.173367	0.003

# **APPENDIX B**

## **PROJECT SCHEDULE**



**APPENDIX C**

**REQUIRED FORMS**

## **REQUIRED FORMS**

### Exhibits

- G COVID-19 Vaccination Certification of Compliance
- G1 Certification of Employee Status
- G2 Certification of No Conflict of Interest
- G3 Contractor Acknowledgement and Confidentiality Agreement
- G4 Contractor Employee Acknowledgement and Confidentiality Agreement
- G5 Contractor Non-Employee Acknowledgement and Confidentiality Agreement



**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –**  
**Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Linda F. Duffy, on behalf of The RAND Corporation, (the  
“Contractor”), certify that on County Contract CJWO-08 [ENTER  
CONTRACT NUMBER AND NAME]:

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]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DocuSigned by:  
Linda F. Duffy  
12F74DAD64B54E3...  
Signature

Nov-10-2023  
Date

Director Contracts, Grants and Procurement  
\_\_\_\_\_  
Title

The RAND Corporation  
Company/Contractor Name

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF EMPLOYEE STATUS**

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

The RAND Corporation

CONTRACTOR NAME

Work Order No. CJWO-08

County Master Agreement No. CJ-1016

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

- 1. Melissa Labriola
- 2. Laura Whitaker
- 3. Jill Donaghy
- 4. Amy Mahler

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:  
Linda F. Duffy  
12F74DA064B54E3  
Signature of Authorized Official

Linda F. Duffy  
Printed Name of Authorized Official

Director Contracts, Grants and Procurement  
Title of Authorized Official

Nov-10-2023  
Date

**CRIMINAL JUSTICE RESEARCH AND EVALUATION SERVICES  
MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

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

The RAND Corporation

CONTRACTOR NAME

Work Order No. CJWO-08 County Master Agreement No. CJ-1016

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
  - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor’s behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:  
Linda F. Duffy  
Signature of Authorized Official

Linda F. Duffy  
Printed Name of Authorized Official

Director Contracts, Grants and Procurement  
Title of Authorized Official

Nov-10-2023  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name The RAND Corporation

Work Order No. CJWO-08

County Master Agreement No. CJ-1016

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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 Master Agreement. 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:**

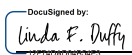
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, 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 Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, 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 Master Agreement. 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.

SIGNATURE:  \_\_\_\_\_

DATE: Nov-10-2023 / \_\_\_\_ / \_\_\_\_

PRINTED NAME: Linda F. Duffy

POSITION: Director Contracts, Grants and Procurement

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name The RAND Corporation Employee Name Melissa Labriola  
Work Order No. CJWO-08 County Master Agreement No. CJ-1016

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE:  DATE: Nov-07-2023 /

PRINTED NAME: Melissa Labriola

POSITION: Behavioral/Social Scientist, Sr

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name The RAND Corporation Employee Name Laura Whitaker  
Work Order No. CJWO-08 County Master Agreement No. CJ-1016

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

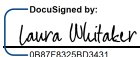
**CONFIDENTIALITY AGREEMENT:**

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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE:  DATE: Nov-07-2023 / \_\_\_\_ / \_\_\_\_

PRINTED NAME: Laura Whitaker

POSITION: Policy Analyst, IV

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name The RAND Corporation Employee Name Amy Mahler  
Work Order No. CJWO-08 County Master Agreement No. CJ-1016

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.


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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE:  \_\_\_\_\_ DATE: Nov-07-2023

PRINTED NAME: Amy Mahler

POSITION: Economist, Assoc

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name The RAND Corporation Employee Name Jill Donaghy  
Work Order No. CJWO-08 County Master Agreement No. CJ-1016

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement 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 Master Agreement. 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

**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 Master Agreement 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 Master Agreement. 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 Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE:  \_\_\_\_\_ DATE: Nov-07-2023/\_\_\_\_

PRINTED NAME: Jill Donaghy

POSITION: Policy Researcher, Full





GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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HALL OF JUSTICE  
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

May 21, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE  
TO ACCEPT GRANT FUNDS  
FROM THE CALIFORNIA VICTIM COMPENSATION BOARD  
FOR CLAIMS VERIFICATION PROGRAM  
FOR FISCAL YEARS 2024-25, 2025-26, AND 2026-27  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to enter into an Agreement with the California Victim Compensation Board (CalVCB) and accept grant funds in the amount not to exceed \$6,987,666 for the period of July 1, 2024, through June 30, 2027, to continue the Claims Verification Program (CVP). Under this program, the LADA provides services to victims of crime on behalf of the State by processing compensation claims filed by victims.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize LADA to execute the CalVCB Agreement (copy attached) to accept grant funds for the CVP in the amount of \$6,987,666 for three (3) fiscal years (\$2,329,222 for each fiscal year), during the period of July 1, 2024, to June 30, 2027.
2. Delegate authority to the District Attorney (DA), or his designee, upon the execution of the Agreement, to serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the CalVCB grant agreements that have no net County cost impact to the County of Los Angeles (County).
3. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Resolution authorizing the LADA to enter into an Agreement with

the CalVCB for the period July 1, 2024, through June 30, 2027. Under this Agreement, the County will continue to provide services to victims of crime and process compensation claims filed by victims.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the CalVCB Agreement is to allow the LADA to provide services to victims of crime on behalf of the State by processing compensation claims filed by victims. The CalVCB Agreement not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The CalVCB Agreement requires Board adoption of the enclosed Resolution to accept funding. The Resolution has been approved as to form by County Counsel.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended action is consistent with the County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The total CalVCB Agreement amount for Fiscal Year (FY) 2024-25 is \$2,329,222. Funding in the amount of \$2,329,222 will be reflected in the FY 2024-25 Budget for LADA. Funding for FYs 2025-26 and 2026-27 will be requested in future budgets.

If funding for this program were to be curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by LADA, or discontinued with staff attrition or reallocation to vacant budgeted positions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County of Los Angeles Board of Supervisors has designated the LADA, through its Bureau of Victim Services (BVS), as the major provider of comprehensive services to victims and witnesses of crime since 1977 pursuant to Penal Code section 13835.2.

The LADA's Claims Verification Unit (CVU) has verified and submitted claims to the State for unreimbursed financial losses incurred by victims of crime for the past 37 years. In FY 2020-21, CVU received 4,814 claims and paid \$3,476,200.08 to victims. In FY 2021-22, CVU received 4,325 claims and paid \$2,759,402.10 to victims.

Historically, the City of Los Angeles Attorney's Office (LACA) participates in the CVP as a subgrantee of LADA. However, beginning with FY 2024-25 CalVCB will enter into a separate Agreement with LACA. Grant fund allocations for both LADA and LACA shall remain the same as prior years (LADA will receive seventy-five (75) percent, and LACA will receive twenty-five (25) percent of the total funds directly from the State) during the term of this Agreement.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

**CONCLUSION**

Following Board approval, the Executive Officer of the Board is requested to return two (2) copies of the adopted Board letter and two (2) copies of the approved Resolution, with a wet, stamp, or electronic signature, to Ms. Julien Tan of LADA's Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205.

Any questions may be directed to Ms. Tan at (213) 257-2738, or at JTan@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

jt

Enclosures

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

1 **BOARD OF SUPERVISORS**

2 COUNTY OF LOS ANGELES

3 **RESOLUTION**

4 Accept County Contract

5 with the California Victim Compensation Board

6 Pursuant to California Penal Code Section 13835 et seq.

7 ///

8 **WHEREAS**, the County of Los Angeles is charged with providing vital services in the  
9 area of courts, law enforcement, and adult and juvenile justice to a population in excess of ten  
10 million persons; and

11 **WHEREAS**, the County of Los Angeles Office of the District Attorney (LADA) is  
12 authorized, pursuant to Government Code Section 26500.5, to enter into an Agreement for the  
13 receipt of Federal and/or State funding from the California Victim Compensation Board  
14 (CalVCB) for the nature of services contemplated herein; and

15 **WHEREAS**, the Board of Supervisors of the County of Los Angeles, pursuant to Penal  
16 Code Section 13835.2, has designated the LADA through its Victim Witness Assistance Program  
17 as the major provider of comprehensive services to victims and witnesses of crime; and

18 **WHEREAS**, the CalVCB has allocated funds for County fiscal years 2024-25, 2025-26,  
19 and 2026-27 for the LADA’s Claims Verification Unit for these specific tasks; and

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the  
21 County of Los Angeles, hereby authorizes the LADA to enter into an Agreement for a period of  
22 thirty-six (36) months, commencing July 1, 2024, and ending June 30, 2027, with CalVCB for  
23 the above referenced programs;

24 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Los  
25 Angeles hereby approves acceptance of funds to be used exclusively for the designated  
26 programs, which may be awarded pursuant to the attached Agreement;

1 **BE IT FURTHER RESOLVED** that the State funds received hereunder shall not be  
2 used to supplant local funds controlled by this body;

3 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Los  
4 Angeles hereby authorizes the District Attorney, or his designee, to serve as Project Director for  
5 said program and to execute the Agreement, on behalf of County of Los Angeles, and to perform  
6 all further tasks necessary for the completion of the project, including execution and submission  
7 of amendments, progress reports, and payment requests to the Agreement.

8 **I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the  
9 County of Los Angeles on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the foregoing Resolution  
10 was adopted.

11 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the  
12 Board of Supervisors of the County of Los Angeles this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

13  
14 COUNTY OF LOS ANGELES

15  
16  
17 By \_\_\_\_\_

18 Chair, Board of Supervisors

19 APPROVED AS TO FORM

20 BY COUNTY COUNSEL:

21 DAWYN R. HARRISON

22  
23  
24 By  \_\_\_\_\_

25 Elizabeth Pennington

26 Senior Deputy County Counsel

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants \$100,000 or More**

<b>Department:</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
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<b>Grant Project Title and Description</b>	<b>CLAIMS VERIFICATION PROGRAM (CVP)</b>
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On behalf of the State, the CVP has been the major provider of comprehensive services to victims of crime for the County by processing compensation claims filed by victims in behalf of the State. This arrangement expedites reimbursement to crime victims, enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA VICTIM COMPENSATION BOARD (CaIVCB)	PENAL CODE SECTION 13835.2	N/A

<b>Total Amount of Grant Funding</b>	\$6,987,666	<b>County Match:</b>	NONE
<b>Grant Period</b>	<b>Begin Date:</b> July 1, 2024	<b>End Date:</b>	June 30, 2027
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time:</b> 30	<b>Part Time:</b>	3

<b><u>Obligations Imposed on the County When the Grant Expires</u></b>			
Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No <u>    </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No <u>    </u>
Is the County obligated to continue this program after the grant expires?	Yes	<u>    </u>	No <u>    </u> <u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a.) Absorb the program cost without reducing other services	Yes	<u>    </u>	No <u>    </u> <u>X</u>
b.) Identify other revenue sources (describe below)	Yes	<u>    </u>	No <u>    </u> <u>X</u>
_____			
_____			
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No <u>    </u>

Impact of additional personnel on existing space:  
None

Other requirements not mentioned above:  
None

<b>Department Head Signature</b>	 Digitally signed by George Gascon Date: 2024.04.16 10:52:03 -07'00' _____ GEORGE GASCÓN	04/16/2024 _____ DATE
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>S24-004</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>VCB-7870</b>
------------------------------------	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
California Victim Compensation Board

CONTRACTOR NAME  
Los Angeles County

2. The term of this Agreement is:

START DATE  
July 1, 2024

THROUGH END DATE  
June 30, 2027

3. The maximum amount of this Agreement is:

\$6,987,666.00 (Six million nine hundred eighty seven thousand six hundred and sixty six dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit B-1	Budget Worksheet	3
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	15
Attachment 1	Training Request Form	1
Attachment 2	County Purchase Request Form	3
Attachment 3	CaIVCB Asset Identification Form	2
Attachment 4	County Inventory Form	1
Attachment 5	Information Security Policy	6
Attachment 6	Confidentiality Statement	3
Attachment 7	Information Systems Security and Confidentiality Acknowledgement	2
Attachment 8	Fraud Policy	3
Attachment 9	Password Policy	6
Attachment 10	Privacy Policy	4
Attachment 11	Acceptable Use of Technology Resources	5
Attachment 12	Acknowledgement of Policies	1
Attachment 13	Production Expectations and Performance Criteria	1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>S24-004</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>VCB-7870</b>
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Exhibits	Title	Pages
Attachment 14	Board Resolution	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

This document can be viewed at <https://www.dgs.ca.gov/DLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT IS HEREBY ENTERED INTO BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County

CONTRACTOR BUSINESS ADDRESS 211 West Temple Street, Suite 200	CITY Los Angeles	STATE CA	ZIP 90012
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PRINTED NAME OF PERSON SIGNING <b>GEORGE GASCÓN</b>	TITLE <b>DISTRICT ATTORNEY</b>
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CONTRACTOR AUTHORIZED SIGNATURE <b>George Gascon</b> <small>Digitally signed by George Gascon Date: 2024.04.16 10:54:08 -07'00'</small>	DATE SIGNED <b>04/16/2024</b>
---	----------------------------------

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
California Victim Compensation Board

CONTRACTING AGENCY ADDRESS 400 R Street, Suite 400	CITY Sacramento	STATE CA	ZIP 95811
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PRINTED NAME OF PERSON SIGNING Lynda Gledhill	TITLE Executive Officer
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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**EXHIBIT A  
 SCOPE OF WORK**

1. This Agreement is entered between the Los Angeles County (Contractor) and the California Victim Compensation Board (CalVCB), collectively known as the “parties”.
2. The purpose of this Agreement is to authorize funding of the Joint Powers to support contracted staff who assist in processing applications, bills, emergency awards, and provide ongoing customer service throughout the claims process to provide restorative financial assistance to victims of crime.
3. Services shall be provided during the term of July 1, 2024, or upon final approval from the California Department of General Services (DGS), whichever occurs later, through June 30, 2027. No work shall begin before that time and Contractor shall not receive payment for work performed prior to approval of the Agreement. The services shall be provided, Monday through Friday, excluding State and county holidays. The Contractor shall obtain approval from the Contract Manager or designee prior to any temporary changes in schedule, including overtime.
4. The services shall be performed throughout the State of California designated sites as agreed upon by CalVCB and Contractor.
5. The project representatives during the term of this Agreement will be:

<b>STATE AGENCY</b>	<b>CONTRACTOR</b>
California Victim Compensation Board	Los Angeles County
Name: Lynda Gledhill	Name: Tanishia G. Wright
Phone: 916-491-3501	Phone: 626-514-1235
Fax: 916-491-6435	Fax: 626-569-9541
Email: <a href="mailto:Lynda.Gledhill@victims.ca.gov">Lynda.Gledhill@victims.ca.gov</a>	Email: <a href="mailto:Twright@da.lacounty.gov">Twright@da.lacounty.gov</a>

For additional information, direct all inquiries to:

<b>STATE AGENCY</b>	<b>CONTRACTOR</b>
California Victim Compensation Board	Los Angeles County
Unit: Joint Powers Unit	Section/Unit: Grants Section
Attention: Reginald Brown	Attention: Anh Vo
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012
Phone: 916-491-3809	Phone: 213-257-2805

**EXHIBIT A  
SCOPE OF WORK**

Fax: N/A	Fax: 626-569-9541
Email: <a href="mailto:Reginald.Brown@victims.ca.gov">Reginald.Brown@victims.ca.gov</a>	Email: <a href="mailto:BAS_ADM_GRANTS@da.lacounty.gov">BAS_ADM_GRANTS@da.lacounty.gov</a>

6. Either party may change any portion of the above contact information by providing thirty (30) days written notice of the change to the other party. No amendment of this agreement is needed to make such a change.
7. Contractor agrees to provide all labor, materials, and incidentals necessary to provide the services described in this Agreement.
8. The CalVCB and Los Angeles County agree:

A. Data Entry Verification and Review of Applications and Bills

Contractor shall enter data from applications and bills received from victims of crime for unreimbursed financial losses into CalVCB's automated claims management system. The Contractor shall accept and process applications from any applicant or individual submitting an application. Contractor shall verify and process claims and bills pursuant to the statutes, regulations, policies, and directives of CalVCB. The Contractor shall conduct data entry verification and review of applications and bills as assigned. The Contractor must accept and process all applications without discretion to decline any submission unless directed by CalVCB.

B. Overpayment Processing

Should the Contractor make an error which results in an overpayment, the Contractor shall follow the processes, policies, and directives of CalVCB to correct the error made and shall collect monies owed as a result of the overpayment. Contractor shall report any overpayments or suspected overpayments to [JPUnit@victims.ca.gov](mailto:JPUnit@victims.ca.gov) as soon as the overpayments are identified. If the Contractor has made a reasonable attempt to recover the overpayment but the overpayment was not recovered, then CalVCB will pursue collection of the overpayment from the overpaid party. For a detailed description of overpayment procedures refer to the CalVCB Manual.

C. Emergency Expenses

Contractor shall determine eligibility for and administer emergency expenses consistent with subdivision (c) of Government Code section 13952.5 and pursuant

## **EXHIBIT A SCOPE OF WORK**

to its separately authorized and approved Revolving Fund Agreement with CalVCB.

### **D. Outreach and Training**

Contractor shall provide outreach and training to stakeholders and members of the public within the surrounding counties designated service area to the extent that such activities do not adversely affect the Contractor's ability to conduct data entry verification, review applications and bills, or its supervisory duties required under this Agreement.

Supervisors shall spend no more than 20% of their time conducting outreach and training activities to stakeholders and members of the public. The Contractor shall obtain written authorization via email from the Contract Manager or designee at least five (5) business days prior to conducting any outreach or training. The Contractor shall utilize CalVCB resource materials for all outreach and training activities. At CalVCB's discretion, summary reports regarding outreach and training activities may be requested.

9. Services under this Agreement shall only be performed by staff that have satisfactorily completed all required training provided by CalVCB and certified by CalVCB as qualified to perform such duties.
10. The Contractor shall only use information collected under this Agreement for services identified in this Exhibit A, Scope of Work.
11. The Contractor shall use CalVCB's automated claims management system known as the Compensation and Restitution System (Cares2), to perform the services identified in this Exhibit A, Scope of Work. The Contractor shall ensure that all staff performing duties under this Agreement comply with CalVCB guidelines, procedures, directives, and memos pertaining to the use of the Cares2 system as stated in section 11, Exhibit D, Special Terms and Conditions.
12. The Contractor shall use forms and processes produced by CalVCB to perform the services as stated in this Exhibit A, Scope of Work. Forms, letters, or other documentation created by the Contractor and intended for the public, shall be submitted in electronic form via email to the Contract Manager for review and written approval prior to use.
13. The Contractor's funded supervisory position shall conduct quality assurance reviews on applications and bills processed by staff and perform workload management duties to ensure processing timeframes are in accordance with statute and as directed by

## **EXHIBIT A SCOPE OF WORK**

the CalVCB. All processing staff shall have a minimum of five percent (5%) quality assurance established in the Cares2 system for each work item Application Intake, Eligibility Determination, Bill Intake, Bill Determination, and Income Loss Determination.

14. The Contractor shall maintain the highest customer service standards and shall ensure that applications and bills are processed accurately and efficiently, that applicants receive responses to their inquiries within two (2) business days of receipt and are treated with sensitivity and respect when communicating verbally and in writing. CalVCB shall communicate in writing to the Contractor any compliance issues or concerns about the foregoing, and the Contractor shall respond to CalVCB within the time specified in the written communication.
15. CalVCB may, at its sole discretion, redirect workload (1) from CalVCB to a Contractor; (2) from one Contractor to another Contractor; or (3) from a Contractor to CalVCB.
16. Hardware and Software Responsibilities

The Contractor shall provide all necessary hardware and software to complete services as stated in this Exhibit A, Scope of Work.

### 17. Incompatible Work Activities

Contractor's staff assigned to perform services for CalVCB under this Agreement shall not:

- A. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to providing services that could be compensated under the CalVCB program.
- B. Use information obtained while doing work under this Agreement for personal gain or the advantage of another person.
- C. Disclose any confidential information except as required by law or authorized by CalVCB. Confidential information includes, but is not limited to, information about applicants, applications and documents associated with applications.
- D. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.
- E. Represent himself or herself as a CalVCB employee.

**EXHIBIT A  
SCOPE OF WORK**

- F. Take any action with regard to a CalVCB claim or restitution matter with the intent to obtain private gain or advantage.
- G. Involve him or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- H. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this Agreement and is done in an appropriate manner.

In accordance with all applicable laws, all contracted staff are required to comply with the State's efforts to maintain a drug-free working environment. CalVCB has a vital interest in maintaining safe, healthy, and efficient working conditions. Contracted staff's ability to perform duties safely and effectively can be impaired by use of illegal drugs, alcohol, legally prescribed medications or a combined use of these substances. Substance abuse poses serious safety and health risks not only to contracted staff, but to fellow workers and others with whom the contracted staff has contact.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person should no longer be assigned to perform the services required by the Agreement. Any questions should be directed to the Contract Manager.

- 18. If there is any conflict between Attachments 1 through 13, and any provisions in the STD 213 Agreement, including Exhibits A, B, C, and D, the provisions in the Agreement shall prevail over the Attachments.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the services and invoices by CalVCB, CalVCB agrees to reimburse the Contractor for actual allowable expenditures permitted by the terms of this Agreement, and as reflected in the Budget Worksheet (Exhibit B-1).
- B. The Contractor shall submit the invoice for reimbursement once a month. The monthly invoices shall be sent to CalVCB by the 30<sup>th</sup> day of the month following the month of service. The invoice shall include the Agreement Number S24-004 and be sent to:

Address: California Victim Compensation Board  
Attn: Accounting  
P. O. Box 1348  
Sacramento, CA 95812-1348

Or by email to: [accountingmailbox@victims.ca.gov](mailto:accountingmailbox@victims.ca.gov)

C. Invoices shall be itemized and include the following information:

- County Name
- Date of Invoice
- Invoice Number
- Date of Service
- Direct Costs
- Overhead Costs
- Employee Fringe Benefits
  - Eligible Fringe Benefits include, but are not limited to:
    - Standard Retirement
    - OASDI
    - Medicare
    - Health Insurance
    - Dental Insurance
    - Vision Insurance
    - Life Insurance
    - Other, as approved by CalVCB
  - Ineligible Benefits include, but are not limited to:
    - Allocated costs
    - Parking
    - Allowances, such as cell phones, vehicles, gas, etc.
    - Bonuses and monetary awards

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- Flex Benefit Plan
  - Housing Fund or allowance
  - Savings Plan
  - Time sheets or attendance records with month/year for each employee
  - Position/classification, time base, and monthly/weekly/hourly rate for all staff
  - Other approved expenses with approved supporting documentation
- D. Items not listed are subject to approval and payment at CalVCB's discretion.
- E. Invoices must be based on the hours worked in a pay period, not on any other time period for which county staff are paid.
- F. CalVCB reserves the right to deny any monetary adjustments to the contract, during the contract term, including Cost-of-Living Adjustments issued by the county.
- G. Fringe benefits charged to this contract are subject to CalVCB approval and shall not exceed benefit rates applicable to State employees. Fringe benefits in excess of seventy-five percent (75%) will be subject to additional scrutiny.
- H. CalVCB may request backup documentation to support the amount billed. This includes but is not limited to: accounting reports, receipts, functional timesheets, employee pay stubs, Salary and Benefit Reports, etc.
- I. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.
- J. Final Invoice

The Contractor shall submit the June invoice within 30 calendar days after June 30<sup>th</sup> of each year. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of the final year-end invoice received by CalVCB.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any further provisions of this Agreement.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalVCB shall have the option to either cancel this Agreement with no liability to CalVCB or offer an agreement amendment to the Contractor to reflect the reduced amount.

C. Federally Funded Agreements

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- 2) In addition to section 2(A) above, this Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years 2024-2027 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) In its sole discretion, CalVCB may invalidate the Agreement under the 30-day cancellation clause or amend the Agreement to reflect any reduction in funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. Payment Provisions

A. Payments made to the Contractor are on a cost-reimbursement basis. Contractor must set forth in detail the reimbursable items, unit rates, and extended total amounts for each line item in Exhibit B-1, Budget. The following information shall be documented:

- 1) Identify and justify direct costs and overhead costs, including employee fringe benefits;



**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

- 2) Yearly, monthly, weekly or hourly rates as appropriate and personnel classifications shall be specified, together with the percentage of personnel time to be charged to the contract, when salaries and wages are a reimbursable item;
  - 3) Rental reimbursement items shall specify the unit rate, such as the rate per square foot; and
  - 4) If travel is to be reimbursed, the Contractor acknowledges and understands that the rates of reimbursement for necessary travel expenses and per diem shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes and that no travel outside the State of California shall be reimbursed. Travel rates can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- B. The Contractor must obtain prior authorization by CalVCB before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall submit to the Contract Manager a written request via email prior to procuring such goods or services. The Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive price quotations shall be submitted or adequate justification provided for the absence of bidding. Unless expressly specified in the quotation, all quotations shall remain valid for a period not to exceed 30 days. The Contractor is responsible for submitting valid quotations.
- C. In order to receive reimbursement, the Contractor shall submit a proposed budget to CalVCB for each fiscal year no later than the date indicated in the table below. The Contract Manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

<b>Fiscal Year</b>	<b>Date</b>
FY 2024/2025	July 1, 2024
FY 2025/2026	July 1, 2025
FY 2026/2027	July 1, 2026

5. Record Keeping

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

CalVCB requires the contractor to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and any matching costs and expenses and to hold them available for audit and inspection by the State for seven (7) years.

6. Cost Limitation

A. The amount of this Agreement shall not exceed \$6,987,666.00

B. For each fiscal year, CalVCB will allocate to the Contractor the following amounts:

<b>Fiscal Year</b>	<b>Dollar Amount</b>
FY 2024/2025	\$2,329,222.00
FY 2025/2026	\$2,329,222.00
FY 2026/2027	\$2,329,222.00

C. Subject to CalVCB's approval, the Contractor may modify the Budget Worksheet (Exhibit B-1) without formal amendment to the Agreement to reflect changes in the following categories: employee name(s), salary/hourly rate range, percentage of time spent on CalVCB matters, fringe benefits (including percentage of salary), and overhead costs (not to exceed 10% of salary and benefits) provided the total budget does not exceed \$2,329,222.00 for each fiscal year. The B-1 may be modified no more than three times per fiscal year, except when necessitated by changes to employee name(s).

7. Reduction of Contract Amount

CalVCB reserves the right to reduce the amount in the Agreement if CalVCB's fiscal monitoring indicates that the Contractor's rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary.

EXHIBIT B-1

BUDGET WORKSHEET

(Rev.12/23)

Name of County  
Contract Number

**LOS ANGELES**  
**S24-004**

**FY 2024-25**

**PERSONNEL SERVICES**  
**Salaries and Wages**

Employee Name	CalVCP Position	County Position/Class	#FTE	x	Time (hrs/yr)	Contract Amount
WRIGHT, TANISHIA	D	DVS @ 1%	0.01		2,088	\$ 1,654
CROSS, KARALINA	L	APA @ 100%	1		2,088	\$ 66,308
TYRONE, MONIQUE	CS	MSEC V @ 50%	0.5		2,088	\$ 33,899
REYNOSO, ALEJANDRO	CS	LOSA I @ 50%	0.5		2,088	\$ 23,712
VISCARRA, SONIA	CS	STC @ 100%	1		2,088	\$ 40,503
AYALA, JOHN	CS	ITC @ 100%	1		2,088	\$ 35,892
LAI, DON	CS	ITC @ 100%	1		2,088	\$ 35,892
MARTINEZ, ADRIENNE	CS	ITC @ 100%	1		2,088	\$ 35,892
SHORTS, CHEREE	CS	IC @ 100%	1		2,088	\$ 35,018
VALENTIN, JASMINE	CS	IC @ 100%	1		2,088	\$ 35,018
D'SILVA, LOREN	S	SVSR @ 100%	1		2,088	\$ 54,309
LOPEZ, ALEJANDRA	S	SVSR @ 100%	1		2,088	\$ 54,309
MOLEZION, CLINT	S	SVSR @ 100%	1		2,088	\$ 54,309
ALLEN, MIESHA	CA	VSR @ 100%	1		2,088	\$ 46,155
BANNEK, MARK	CA	VSR @ 100%	1		2,088	\$ 46,155
BARRAZA, KIMBERLY	CA	VSR @ 100%	1		2,088	\$ 46,155
CADENA, WENDY	CA	VSR @ 100%	1		2,088	\$ 46,155
HOWARD, JAMES	CA	VSR @ 100%	1		2,088	\$ 46,155
HUGGINS, AUDREY	CA	VSR @ 100%	1		2,088	\$ 46,155
KIM, TEJA	CA	VSR @ 100%	1		2,088	\$ 46,155
MARTINEZ, FIDEL	CA	VSR @ 100%	1		2,088	\$ 46,155
MARTINEZ, JACQUELINE	CA	VSR @ 100%	1		2,088	\$ 46,155
MIMS-EMANUEL, SKYL R BRIGNON	CA	VSR @ 100%	1		2,088	\$ 46,155
MISCIONI, LAURA	CA	VSR @ 100%	1		2,088	\$ 46,155
NESMITH, MONICA	CA	VSR @ 100%	1		2,088	\$ 46,155
PITALLANO, ANALIE	CA	VSR @ 100%	1		2,088	\$ 46,155
RIVAS, MARIXA	CA	VSR @ 100%	1		2,088	\$ 46,155
RODRIGUEZ, JASMINE	CA	VSR @ 100%	1		2,088	\$ 46,155
ROJAS, JOSE	CA	VSR @ 100%	1		2,088	\$ 46,155
SIM, KATHLEEN	CA	VSR @ 100%	1		2,088	\$ 46,155
TANDO, JR. ENRILE A	CA	VSR @ 100%	1		2,088	\$ 46,155
TORRES, CELESTINA	CA	VSR @ 100%	1		2,088	\$ 46,155
UYEHARA, BRIAN S	CA	VSR @ 100%	1		2,088	\$ 46,155
						\$ -
						\$ -

Total Salaries and Wages

**\$ 1,429,815**

CONTINUE ON NEXT PAGE

**BUDGET WORKSHEET**

(Rev.12/23)

**EXHIBIT B-1**

Page 2

**Name of County**

**LOS ANGELES**

**FY 2024-25**

**Contract Number**

**S24-004**

**PERSONNEL SERVICES**

**Fringe Benefits**

Employee Name	CalVCP Position	County Position/Class	#FTE	x	Time (hrs/yr)	Contract Amount
WRIGHT, TANISHIA	D	DVS @ 1%	0.01		2,088	\$ 1,040
CROSS, KARALINA	L	APA @ 100%	1		2,088	\$ 41,710
TYRONE, MONIQUE	CS	MSEC V @ 50%	0.5		2,088	\$ 21,324
REYNOSO, ALEJANDRO	CS	LOSA I @ 50%	0.5		2,088	\$ 14,916
VISCARRA, SONIA	CS	STC @ 100%	1		2,088	\$ 25,478
AYALA, JOHN	CS	ITC @ 100%	1		2,088	\$ 22,578
LAI, DON	CS	ITC @ 100%	1		2,088	\$ 22,578
MARTINEZ, ADRIENNE	CS	ITC @ 100%	1		2,088	\$ 22,578
SHORTS, CHEREE	CS	IC @ 100%	1		2,088	\$ 22,028
VALENTIN, JASMINE	CS	IC @ 100%	1		2,088	\$ 22,028
D'SILVA, LOREN	S	SVSR @ 100%	1		2,088	\$ 34,163
LOPEZ, ALEJANDRA	S	SVSR @ 100%	1		2,088	\$ 34,163
MOLEZION, CLINT	S	SVSR @ 100%	1		2,088	\$ 34,163
ALLEN, MIESHA	CA	VSR @ 100%	1		2,088	\$ 29,033
BANNEK, MARK	CA	VSR @ 100%	1		2,088	\$ 29,033
BARRAZA, KIMBERLY	CA	VSR @ 100%	1		2,088	\$ 29,033
CADENA, WENDY	CA	VSR @ 100%	1		2,088	\$ 29,033
HOWARD, JAMES	CA	VSR @ 100%	1		2,088	\$ 29,033
HUGGINS, AUDREY	CA	VSR @ 100%	1		2,088	\$ 29,033
KIM, TEJA	CA	VSR @ 100%	1		2,088	\$ 29,033
MARTINEZ, FIDEL	CA	VSR @ 100%	1		2,088	\$ 29,033
MARTINEZ, JACQUELINE	CA	VSR @ 100%	1		2,088	\$ 29,033
MIMS-EMANUEL, SKYL R BRIGNON	CA	VSR @ 100%	1		2,088	\$ 29,033
MISCIONI, LAURA	CA	VSR @ 100%	1		2,088	\$ 29,033
NESMITH, MONICA	CA	VSR @ 100%	1		2,088	\$ 29,033
PITALLANO, ANALIE	CA	VSR @ 100%	1		2,088	\$ 29,033
RIVAS, MARIXA	CA	VSR @ 100%	1		2,088	\$ 29,033
RODRIGUEZ, JASMINE	CA	VSR @ 100%	1		2,088	\$ 29,033
ROJAS, JOSE	CA	VSR @ 100%	1		2,088	\$ 29,033
SIM, KATHLEEN	CA	VSR @ 100%	1		2,088	\$ 29,033
TANDO, JR. ENRILE A	CA	VSR @ 100%	1		2,088	\$ 29,033
TORRES, CELESTINA	CA	VSR @ 100%	1		2,088	\$ 29,033
UYEHARA, BRIAN S	CA	VSR @ 100%	1		2,088	\$ 29,033
						\$ -
						\$ -
						\$ -
						\$ -

Total Fringe Benefits

**\$ 899,407**

**TOTAL PERSONNEL SERVICES**

**\$ 2,329,222**

**CONTINUE ON NEXT PAGE**

**BUDGET WORKSHEET**

(Rev.12/23)

**EXHIBIT B-1**

Page 3

**Name of County**

**LOS ANGELES**

**FY 2024-25**

**Contract Number**

**S24-004**

**OPERATING EXPENSES**

Contract Amount

Rent (Square feet= _____)	_____
Utilities	_____
Insurance	_____
Equipment rental	_____
Equipment repair	_____
Office supplies	_____
Telephone	_____
Postage	_____
Expendable equipment (non-capitalized assets)	_____
Overhead	_____
Training	_____
Data Processing	_____
Other	_____
Travel - Meetings, conferences	_____
Travel - Training	_____

**TOTAL OPERATING EXPENSES**

**\$ -**

**TOTAL AMOUNT OF CONTRACT FOR THIS YEAR**

**\$ 2,329,222**

**Please indicate if county staff are paid bi-weekly or monthly:**

- Monthly

**Does your county direct any non-VCGCB funding toward the services provided under this contract?**

- Due to insufficient grant funds

Yes

No

*If yes, please list any additional funds provided for operation of this verification unit.*

	<b>Source of funding</b>	<b>Amount</b>
Personnel Services @ (35.131%)	LADA General Fund (Insufficient grant funds)	\$ 1,261,459
Operating Expenses (not itemized)	LADA General Fund (Insufficient grant funds)	\$ 267,342
Other	_____	_____
	<b>Total</b>	<b>\$ 1,528,801</b>

**County Budget Officer Contact Information:**

Name: LIDIA YOUSSEF

Phone Number: (213) 257-2832

Email Address: LYOUSSEF@DA.LACOUNTY.GOV

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

General Terms and Conditions (GTC 04/2017)

All documents issued under this contract incorporate the contract terms and applicable California General Terms and Conditions for non-IT services:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement shall be decided by CalVCB's Assistant Deputy Executive Officer (ADEO) of Administration, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Administration ADEO, issued in writing, shall be CalVCB's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Administration ADEO will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. CalVCB reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor, or immediately in the event of default or material breach by the Contractor.

3. Termination for Convenience

CalVCB or the Contractor reserves the right to terminate this Agreement upon thirty (30) days written notice to the other party. Invoicing of the above mentioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

4. Amendments

This Agreement may be amended in writing by mutual written consent of both parties.

5. Subcontracting

All subcontracting must comply with the requirements of the State Contracting Manual Volume 1, Section 3.06. Nothing contained in this agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations herein. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the

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Contractor. The State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

7. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codify Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

8. Regulations and Guidelines

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives, and memos as they pertain to the performance of this Agreement. Contractor agrees to pay Contractor staff in accordance with federal and state labor laws.



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9. Program Evaluation and Monitoring

- A. The Contractor shall make available to CalVCB, and its representatives, for purposes of inspection, audit, and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this Agreement. The records shall be available for inspection and review during regular business hours throughout the term of this Agreement, and for a period of three (3) years after the expiration of the term of this agreement.

10. Personnel Services and Workload

- A. The Contractor shall submit by mail to CalVCB, in accordance with state law, a signed Statement of Economic Interests (Form 700) for each staff performing work under this Agreement who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff. The Form 700 must be mailed to CalVCB within five (5) business days of hiring new staff and, thereafter, must be submitted on an annual basis. The Contractor shall submit all Form 700s no later than thirty (30) calendar days from CalVCB's request each year. Upon the resignation or termination of a staff person as described in this paragraph, the Contractor shall submit a final Form 700 within ten (10) business days to CalVCB.
- B. The Contractor shall notify CalVCB when staff assigned to perform the functions of this Agreement has been absent or is expected to be absent for any reason longer than two weeks. CalVCB shall reimburse compensable time off including vacation, sick, and annual leave accrued while performing services associated with this contract as stated in Exhibit A, Scope of Work. Further, the Contractor agrees to provide, at CalVCB's request, documentation verifying leave accrued under this Agreement.
- C. The Contractor must maintain a clear separation of duties for processing claimant eligibility and payments. If a single individual is responsible and such separation of duties cannot be ensured, payments shall be forwarded to CalVCB's JP liaison staff for review and approval prior to payment being issued.

The Contractor shall ensure staff assigned to perform services under this Agreement do not:

- Participate in criminal investigations or prosecution.
- Act as an agent for the collection of restitution.
- Serve as a restitution specialist or victim advocate, with the exception of the director of the county victim assistance program.

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- D. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county victim assistance program as part of this Agreement, unless a request for additional funding is submitted to the Contract Manager via email for review and approval. Requests to increase a director's salary and benefits budget above 20% shall include the time spent per month performing training and outreach, or other duties as outlined in Exhibit A, Scope of Work, and a justification as to why the duties are required.
- E. The Contractor shall obtain prior written authorization from the Contract Manager before including the salaries of any other administrative staff who are not directly involved in performing the services as described in Exhibit A, Scope of Work, or the supervision of staff fulfilling functions under this Agreement in the budget.
- F. Contractor shall obtain prior written authorization from the DEO of VCD or his/her designee if staff assigned to perform services as described in Exhibit A, Scope of Work, will perform any other county functions. Should the Contractor assign staff to perform services other than those described in Exhibit A, Scope of Work, the Contractor shall request written authorization at least ten (10) calendar days prior to the start of the staff performing the services. CalVCB shall not reimburse the Contractor for services performed outside the scope of this Agreement or for any services rendered or performed prior to its written authorization.
- G. For each staff providing services under this Agreement, the Contractor shall provide to CalVCB:
- Name
  - Business address
  - Telephone number
  - Email
  - Job title
  - Description of duties
  - Supervisor's Name
  - Names of staff supervised, if applicable
  - Other information as required by CalVCB

The Contractor shall also provide contact information for individual county victim assistance centers and advocate staff responsible for sending applications and bills directly to the Contractor. The Contractor shall update the information anytime a change is made.

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- H. Contractor agrees to pay Contractor staff in accordance with federal and state labor laws.
- I. Requirements as described in Exhibit D, section 10, Special Terms and Conditions, are to be sent to:

Address: California Victim Compensation Board  
Joint Powers Unit (JPU)  
P.O. Box 3036  
Sacramento, CA 95812-3036

Email: [JPUunit@victims.ca.gov](mailto:JPUunit@victims.ca.gov)

11. Performance Assessment

- A. CalVCB shall assess and evaluate the Contractor's performance in a manner consistent with methods currently in place for CalVCB staff performing the same type of services. CalVCB shall monitor the performance of services under this Agreement and periodically report performance evaluations to the Contractor.
- B. CalVCB shall set production and accuracy expectations and goals for services to be performed as described in Exhibit A, Scope of Work, for leads and supervisors. CalVCB's production expectations for staff are outlined in Attachment 13, which includes the types and amount of work to be completed within given timeframes. In addition to meeting the production expectations, Contractor shall perform the work in a quality manner, which includes an average 10% error or less for all processing work evaluated by CalVCB periodically throughout the term of this Agreement, CalVCB shall provide written notice of production and accuracy performance measures to the Contractor. If the Contractor fails to achieve production and/or accuracy expectations set by CalVCB as set forth in the written notice, CalVCB reserves the right to implement a Corrective Action Plan (CAP) for the office and/or staff, reduce the amount of the Agreement, terminate the Agreement as described in section 2 of Exhibit D, Special Terms and Conditions, or remove staff from the Agreement.
- C. CalVCB reserves the right to implement a CAP and revoke Cares2 access for staff whose production and/or accuracy is consistently poor or below average based on the performance criteria identified by CalVCB in Attachment 13, or who do not comply with the provisions of this Agreement. Any staff whose access has been revoked shall no longer be authorized to perform services as described in Exhibit A, Scope of Work, and the salary of that staff shall not be reimbursable by CalVCB.

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Contractor may replace staff in accordance with section 6 of Exhibit B, Budget Detail and Payment Provisions.

- D. CalVCB requires supervisors to utilize production, aging and workload reports provided by CalVCB to maintain the level of production as required by CalVCB. The Contractor shall inform the Contract Manager or designee of performance or other staffing issues immediately upon identification and the CalVCB Contract Manager will implement a CAP for immediate improvement of the area of concern.

**12. Confidentiality of Records**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence and shall not be disclosed except as required by law or as specifically authorized by CalVCB. For additional information please refer to the Information Security Policy (Attachment 5). The Contractor, their supervisor/manager, and staff shall not print any documents containing PII from Cares2 or keep records separate from those in Cares2.

CalVCB's Custodian of Records shall be notified when an applicant or applicant's representative requests a copy of any document pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

CalVCB's Custodian of Records at CalVCB Headquarters in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, §§ 7920.000, et. seq.) or the Information Practices Act (Civ. Code, §§ 1798, et. seq.) for information received or generated in the performance of this Agreement. No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Please contact (916) 491-3651 or [CPRA@victims.ca.gov](mailto:CPRA@victims.ca.gov) with any requests.

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff performing duties described in this Agreement, regardless of whether or not the services of such staff are paid for by CalVCB, and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses,

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damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff .

To e-mail requests and correspondence related to this section of the Agreement, send to:

California Victim Compensation Board  
Joint Powers Unit  
[JPUnit@victims.ca.gov](mailto:JPUnit@victims.ca.gov)

13. Retention of Records

A. Application Records

The Contractor shall retain all documents related to applications entered into the Cares2, the CalVCB automated claims management system, for one year from the date the document is received. After one year, the Contractor shall contact the Joint Powers Unit to make arrangements for the documents to be destroyed consistent with the CalVCB Records Retention schedule.

B. Administration and Fiscal Records

The Contractor shall retain any other records relating to the operation of this Agreement, including, but not limited to, payroll, timekeeping, accounting records and electronic records, for seven years from the date the record is created.

C. All electronically retained documents shall have the same legal effect as an original paper document.

D. The Contractor shall not destroy any files or records without prior written authorization from CalVCB.

14. Subpoena

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The Contractor shall post a notice in its receiving department or other appropriate location stating that subpoenas for all records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste. 500, Sacramento CA 95811. The Contractor may also contact the Legal Division at (916) 491-3651 for assistance or questions.

## **EXHIBIT D SPECIAL TERMS AND CONDITIONS**

When documents are subpoenaed, the Contractor shall provide CalVCB with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

The Contractor is not the Custodian of Records and may not testify in court on behalf of CalVCB.

### 15. Compliance with CalVCB Policies

A. The Contractor shall ensure that all staff assigned work related to this contract review and comply with the requirements of CalVCB policies, including:

- Information Security Policy (Attachment 5)
- Fraud Policy (Attachment 8)
- Password Policy (Attachment 9)
- Privacy Policy (Attachment 10)
- Acceptable Use of Technology Resources (Attachment 11)

Staff performing services under this agreement shall fill out and submit signed copies of the Confidentiality Statement (Attachment 6), Information Systems Security and Confidentiality Acknowledgement (Attachment 7), and Acknowledgement of Policies (Attachment 12) statements must be submitted within ten (10) business days of the start date of new staff and annually by July 30<sup>th</sup> of each year to:

California Victim Compensation Board  
Joint Powers Unit  
[JPUnit@victims.ca.gov](mailto:JPUnit@victims.ca.gov)

### 16. Utilization of Computer System

The Contractor shall ensure all Contractors performing the duties described in this Agreement comply with CalVCB policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether the services of such staff persons are paid for by CalVCB. CalVCB reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updating requirements around procurement, usage, disposition, and security of State Information Technology (IT) assets, which may include, but are not limited to, computer systems, software, and equipment.

### 17. Security and Privacy Compliance

The Contracted staff assigned to perform services for CalVCB must adhere to the

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following provisions.

Staff shall not:

- A. Attempt to access the Cares2 application from any location other than their assigned work location.
- B. Share individual login ID or password with anyone else.
- C. Enable their computer to remember a password to the Cares2 application.
- D. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- E. Send any Personal Identifiable Information (PII) via email. Staff should use application numbers, bill numbers, and initials only (if necessary). Staff should use encrypted email if they must send emails containing PII.
- F. Leave documents with PII unattended on printers or fax machines, in cubicles, offices or conference rooms.
- G. Visit untrusted websites or open any attachments/links from untrusted email.
- H. Uninstall or disable anti-virus software and automatic updates.
- I. Install any unauthorized or unlicensed software.
- J. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- K. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, or privacy breaches should be reported immediately to your county Information Security Officer (ISO) and your supervisor. You must also notify the Joint Powers Unit Manager and copy CalVCB's IT Help Desk and ISO by sending an email to:

[ServiceDesk@victims.ca.gov](mailto:ServiceDesk@victims.ca.gov) and  
[InfoSecurityOffice@victims.ca.gov](mailto:InfoSecurityOffice@victims.ca.gov)

The Contractor and all staff with access to CalVCB computer systems are required to complete Information Security and Privacy Training, including at a minimum training

## **EXHIBIT D SPECIAL TERMS AND CONDITIONS**

regarding Social Engineering and Phishing, Privacy and Password Protection, Browsing Safely, and Ransomware at least annually.

The Contractor and staff shall submit the self-certification demonstrating completion of the required training within thirty (30) days of the Agreement start date to the CalVCB Contract Manager and annually thereafter. All new Contractors with access to CalVCB computer systems must complete the training within thirty (30) days from the date of hire.

Any training costs incurred by the Contractor for compliance with this section will be the responsibility of the Contractor.

In case of non-compliance, CalVCB may suspend access to CalVCB computer systems (including but not limited to Cares2 and CalVCB online) until such time as compliance is achieved and proof of compliance is provided to CalVCB.

### **18. Training Related Reimbursement**

Contractor shall obtain prior approval from CalVCB for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall be required to acknowledge the support of CalVCB when publicizing the work under the Agreement in any media. Contractor must complete and submit to the Contract Manager or designee, a Training Request Form (Attachment 1). Approval for reimbursement for the requested training is at the discretion of CalVCB.

All training-related costs must be disclosed in Exhibit B-1, Budget and included in the amount as stated in section 6 of Exhibit B, Budget Detail and Payment Provisions.

### **19. State-Owned Data – Integrity and Security**

A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data in transit and, where existing technology enables encryption, at rest, stored on portable computing devices and portable electronic storage media. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules.



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- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State.
- 4) Notify the Contract Manager within 24-hours of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 5) Advise the owner of the State-owned data, the CalVCB Information Security Officer, and the CalVCB Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

- B. Contractor shall use the State-owned data only for the purposes authorized under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).

**20. Operating Expenses**

- A. The Contractor may charge expenses to various line-item allocations as part of its operating expenses, including but not limited to: rent, postage, and telephone. Such expenses are generally identified as “direct costs”. The Contractor shall ensure that expenses that are classified as “direct costs” are not also included in the “indirect cost” or “overhead” categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. CalVCB reserves the right to deny any expenses that are deemed ineligible by the State.
- B. The Contractor shall submit, upon CalVCB’s request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
- C. The total amount budgeted for operating expenses, including direct and indirect expenses, shall not exceed 18% of the entire amount of this Agreement.

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D. The Contractor shall submit requests to the Contract Manager or designee via email for review and prior written approval of any budget modification for line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another.

**21. Travel Reimbursement**

The Contractor shall obtain written authorization via email from the Contract Manager or designee at least five (5) business days prior to any in-state travel for which the Contractor intends to seek reimbursement. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by CalHR. Current travel rates can be found at: <https://calhr.benefitsprograms.info/state-employee/work-engagement-resources/travel-reimbursements/>. No out-of-state travel is authorized under this Agreement.

**22. Moving**

CalVCB shall not reimburse Contractor any costs associated with the relocation of staff performing services as described in Exhibit A, Scope of Work. Contractor shall notify CalVCB prior to relocation. Notification shall include the following:

- Name of Staff
- New address, including room number
- Contact person, including title, address and phone number

**23. Building and Construction**

Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner.

**24. Information Technology Equipment and Software**

- A. The Contractor is responsible for the purchase, configuration, installation, and support of all computer equipment used for CalVCB data processing activities. CalVCB will reimburse the Contractor for Information Technology Equipment in accordance with section 25 of Exhibit D, Special Terms and Conditions.
- B. For software purchased and reimbursed under this Agreement, Contractor shall certify that it has appropriate systems and controls in place to ensure that State

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funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

- C. Contractor shall install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement. Contractor shall apply appropriate end point protection, data encryption, and data loss prevention technologies employed by the local entity.
- D. All machines must be configured to accept and apply software and security updates for all software installed on the device. This includes the operating system, applications, programs, utilities, and anti-virus software.
- E. CalVCB reserves the right to ensure Contractor's equipment connecting to CalVCB systems are patched, used, and operated in a manner consistent with State policy and the terms of this Agreement.
- F. To use CalVCB applications effectively, all personal computing devices shall meet the following minimum hardware standards:
  - Intel 4th Generation Multi-Core i7 Processor
  - 8 GB Ram
  - 500 GB Hard Drive
  - Network Port/USB Port(s)
  - 24" Flat Screen Monitor
  - USB Keyboard
  - USB Mouse or Trackball
- G. The Contractor's Information Technology Department must notify by email CalVCB's Information Technology Division at [servicedesk@victims.ca.gov](mailto:servicedesk@victims.ca.gov) and Contract Manager or designee of any change of a public internet protocol (IP) address within one (1) business day of the change.

**25. State-Purchased or State-Financed Property**

**A. Purchasing of Equipment**

The Contractor shall obtain prior written authorization from CalVCB for the acquisition of all equipment over \$2,500, including but not limited to, modular furniture and IT equipment, even though funding may have been previously requested and made part of the budget. Splitting procurements to circumvent this requirement may result in the reimbursement request not being allowed. CalVCB reserves the option of not reimbursing the Contractor for equipment purchases that

**EXHIBIT D  
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are not approved in writing prior to purchase. The Contractor shall submit the County Purchase Request Form (Attachment 2) to the Contract Manager or designee for approval.

**B. Asset Identification**

Equipment reimbursed under this Agreement over \$500 or any equipment that contains data regardless of the dollar value are to be identified, inventoried, and affixed with a CalVCB issued asset tag. Contractor shall submit to the Contract Manager or designee a CalVCB Asset Identification Form (Attachment 3) to obtain an asset tag and once issued, must affix the asset tag to the equipment.

**C. Inventory**

CalVCB reserves title for State-purchased or State-financed property, which is not fully consumed in the performance of this Agreement. All equipment reimbursed under this Agreement shall be specified, remain the property of CalVCB. The Contractor shall prepare and submit to CalVCB by July 30<sup>th</sup> of each year, an inventory listing of equipment reimbursed by CalVCB using the CalVCB County Inventory Form (Attachment 4). The completed form shall be submitted by e-mail to the assigned Joint Powers Unit analyst.

Contractor must comply with the policies and procedures regarding State-owned property accounting set forth in the State Administrative Manual sections 8640, et seq. Prior to the disposal or surplus of equipment, the Contractor shall obtain written approval from CalVCB's Business Services Unit by contacting the assigned JPU analyst to initiate the process. CalVCB reserves the right to request at any time during the Agreement period a current and complete inventory listing and to remotely access, for audit purposes, all equipment purchased and reimbursed under this Agreement.

In the event of termination of this Agreement, Contractor shall return property listed in the CalVCB County Inventory Form to CalVCB.

**26. Ownership of Work Product and Data**

- A. All work product as a result of the work performed by the Contractor under this Agreement shall be owned by CalVCB and shall be considered works made for hire by the Contractor to CalVCB.
- B. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested

**EXHIBIT D**  
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in CalVCB and no further agreement will be necessary to transfer ownership to CalVCB. The Contractor shall furnish CalVCB with all necessary copies of data needed to complete the review and approval process.

## Participant Information

Participant Name	Classification	Work Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Supervisor Name	Section
<input type="text"/>	<input type="text"/>

## Course Information *Training Course Description Must Be Attached*

Class Title	Date Choice	Time
<input type="text"/>	<input type="text"/>	<input type="text"/>
Provider	Course ID	<input type="checkbox"/> Enroll in next available class
<input type="text"/>	<input type="text"/>	Total Hours <input type="text"/>
Category: <input type="checkbox"/> In Service <input type="checkbox"/> Out Service		

## Justification

- Job Required *Training designed to assure adequate performance in a current assignment*
- Job Related *Of direct value to increasing proficiency in current job*
- Career Related *Related to career goals and self-development; also befits the department's or the state's mission*
- Upward Mobility *Helps prepare employees in designated upward mobility classifications for career movement*

## How will this Training Benefit the Employee?

## Expenses

Tuition/Fees	\$	<input type="text"/>
Books/Supplies	\$	<input type="text"/>
Other	\$	<input type="text"/>
<b>Total</b>	\$	<input type="text"/>

## Required Approvals

**Note:** Deputy Executive Officer / Executive Officer signature is required only for outside or online training. Include a copy of the course description (except for internal, CalHR and CPSHR trainings).

Agreement Number	Fiscal Year
<input type="text"/>	<input type="text"/>

\_\_\_\_\_  
Participant Signature Date

\_\_\_\_\_  
Supervisor' Signature Date

\_\_\_\_\_  
Contract Manager Signature Date

\_\_\_\_\_  
Deputy Executive Officer Date  
Victim Compensation Division

## COUNTY PURCHASE REQUEST FORM

	The following information must be provided in order for authorization to be granted for the purchase of equipment through the County's Agreement. As stated in the Agreement, <b>equipment purchases over \$2,500 must be justified by the requesting County and approved by CalVCB.</b> If the request is not approved by CalVCB, the purchase will not be authorized for reimbursement through the Agreement. <b>A separate form must be completed for each piece of equipment being requested.</b>		
<b>1.</b>	<b>COUNTY CONTACT INFORMATION</b>		
	County:	Contract Number:	Fiscal Year Funded:
	Contact Name:	Address:	Phone Number:
	Email:		
<b>2.</b>	<b>EQUIPMENT REQUEST</b>		
	Submission of this form is not a guarantee of equipment approval. CalVCB's Joint Powers County Liaison Unit (JPU) Analyst and Business Services Unit (BSU) Analyst will verify the request and make recommendations based on appropriateness and pricing. Alternatives may be recommended. Incomplete forms will be returned to the County. <i>Note: Acquisition of an equipment maintenance plan is the responsibility of the County and may be reimbursed through the Agreement.</i>		
	Equipment Type:	Make:	Model:
			Cost:
	Software: (e.g., Windows 7, Microsoft Office Suite)		Cost:
	Equipment Maintenance Plan: (describe terms/pricing)		Cost:
	Reasonableness of the price or cost: (obtain three competitive quotes or provide adequate justification for the absence of bidding)		
<b>3.</b>	<b>PURCHASE JUSTIFICATION</b>		
	Explain in full detail why this equipment is needed (replacing equipment that is over 5 years old, ongoing equipment performance issues, additional staff, etc.). You may be contacted by the JPU Analyst to provide additional information.		
<b>4.</b>	<b>COUNTY AUTHORIZATION</b>		
	By signing this form, the County Coordinator/Supervisor agrees that the information provided is accurate and true, and that the equipment/software is necessary to conduct State business. The Coordinator/Supervisor is also accepting responsibility to ensure that upon receipt, the asset tag provided for this equipment will be properly affixed to the equipment.		
	County Coordinator/Supervisor Signature:		Date:
<b>5.</b>	<b>PURCHASE APPROVAL</b>		
	If the purchase is approved, a fully executed copy of the County Purchase Request Form will be returned to the County Contact (see Page 2). The County may then proceed with their equipment purchase. Carefully review the approval as alternative equipment may have been authorized.		

**NOTE: Equipment reimbursed under the County's Agreement over \$500 or those that contain data regardless of the dollar value are to be identified, inventoried, and affixed with a CalVCB issued asset tag. County shall submit to the Contract Manager or designee a CalVCB Asset Identification Form to obtain an asset tag and once issued, must affix the asset tag to the equipment.**

# ATTACHMENT 2

## COUNTY PURCHASE REQUEST FORM

<b>For CalVCB Staff Use Only:</b>		
The JPU Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The JPU Analyst will serve as the liaison between the County Contact and the BSU Analyst for clarifying or resolving any issues. Upon review/approval by the JPU Analyst and the Contract Manager, the form will be forwarded to BSU for further review and processing.		
<b>JPU Analyst Comments:</b>   		
This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	JPU Analyst Name:	Date:
Contract Manager's Signature (required)	Signature:	Date:
The BSU Analyst is responsible for determining if the equipment requested is available through State contracts, best pricing and/or quotes obtained, etc.		
<b>BSU Approval / Comments</b> (include Approved Changes or Denial details in this section):   		
This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied	Approved by (BSU Analyst):	
BSU Manager's Signature (required)	Signature:	Date:



## ATTACHMENT 2

### COUNTY PURCHASE REQUEST FORM

### INSTRUCTIONS AND RESPONSIBILITIES

#### County Staff Responsibilities – Request

1. County staff will complete each section of the County Purchase Request Form and obtain County authorization.
2. The County Staff will then submit the form to their assigned JPU Analyst.

#### JPU Analyst Responsibilities – Review

1. JPU Analyst reviews form to verify it is completed correctly and that sufficient funds are available.
  - If the form is not filled out correctly, the form will be returned to the County Staff with instructions on how to proceed (i.e., complete cost, provide justification, etc.).
2. Contract Manager will either sign and approve the form, or deny the request and return the form to the County Staff with an explanation of the denial.
3. If approved, JPU Analyst will send the signed, approved form to BSU for further processing.

#### BSU Staff Responsibilities – Process

1. BSU Analyst will verify the equipment/cost and accept or make recommendations based on appropriateness and pricing. If the request is acceptable, the BSU Manager will sign and approve the form.
  - If the form is not filled out correctly, BSU Analyst will note the necessary changes needed and return the form to the JPU Analyst.
2. BSU Analyst will note on the form whether Approved, Approved w/Changes, or Denied. Changes or reason for denial will be noted on the form.
3. BSU Analyst will make a copy of the form and return the signed copy to the JPU Analyst for processing.

#### JPU Analyst Responsibilities – Status

1. The JPU Analyst will notify the County of the status of the request, and if it has been approved, to proceed with their purchase.

#### County Staff Responsibilities – Asset/Inventory

1. For equipment over \$500 or those that contain data regardless of the dollar value, once received by the County Staff, equipment is to be identified, inventoried, and affixed with a CalVCB issued asset tag.
2. County staff will complete a State Asset Identification Form and submit to their assigned JPU Analyst within 10 business days.
3. An asset tag(s) will be sent from CalVCB to the County Staff and once received, the County Staff will affix the asset tag(s) to the equipment.

Annual Inventory: County Staff must submit a completed County Inventory Form which lists equipment reimbursed under the County Agreement over \$500 or those that contain data regardless of the dollar value. This form must be completed and sent to the assigned JPU Analyst by July 30<sup>th</sup> of each year.

## CalVCB Asset Identification Form

As required by the State Administrative Manual and the County Agreement, equipment reimbursed under the County Agreement over \$500 or those that contain data regardless of the dollar value are to be identified, inventoried, and affixed with a CalVCB issued asset tag. To comply with these requirements, the County must complete the information provided below.

Upon completion, a copy of this form must be emailed to your assigned Joint Powers County Liaison Unit (JPU) Analyst.

County Name	Agreement Number	Address
County Contact Name	Phone Number	Email Address

### ASSET INFORMATION

(To be completed by the County; use Page 2 for additional items)

Asset Type	
Location/Address	
Make/Model	
Serial Number	

### COUNTY ACKNOWLEDGEMENT

A complete accounting of assets and corresponding asset tags must be provided to CalVCB by July 30th of each fiscal year. County must use the CalVCB County Inventory Form provided with their Agreement to account for and report assets reimbursed with CalVCB funds over \$500 or those that contain data regardless of the dollar value. The County Coordinator/ Supervisor understands and accepts responsibility for submission of a complete and accurate CalVCB County Inventory Form for the current fiscal year.

By signing below, you acknowledge that asset tags have been properly affixed to equipment reimbursed with CalVCB funds, and that an accounting of all assets will be reported by July 30th of each fiscal year, as indicated above:

County Coordination/Supervisor (required):	Date:
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### ASSET TAG

Asset Tag(s) Provided to JPU Analyst By:	Asset Tag(s) Sent to County By:
Business Services Unit or Information Technology Analyst:      Date:	JPU Analyst:      Date Sent:

Once the purchase is completed, CalVCB's BSB/ITD staff will update its asset management system to include the equipment purchased for the County. An asset tag(s) will be assigned and sent to the County by the CRC/JP Analyst identified above. Upon receipt, the County must properly affix the asset tag(s) provided below to the equipment.

<b>Asset Tag Number</b> To be provided by CalVCB	<div style="border: 1px dashed gray; width: 80%; margin: 0 auto; padding: 20px 0;">                 ASSET TAG             </div>
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ASSET INFORMATION	
Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG



# Information Security Policy

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**Memo Number: 17-008**

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

## Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

## Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

## Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible



for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

## Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

## Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.



The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

## Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

## Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

## Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

## Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.



## Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

## Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

## Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

## Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.





Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

## Data Ownership

All information assets have a Data Owner who is assigned by CalVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

## Information Classification

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

## Information System Security Practices

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

## Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)



## Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at [InfoSecurityandPrivacy@victims.ca.gov](mailto:InfoSecurityandPrivacy@victims.ca.gov).

## Distribution List

All CalVCB staff

# Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)

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## Purpose of Confidentiality Statement

It is the policy of the California Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are “confidential” and shall not be disclosed except as required by law or specifically authorized by CalVCB.

I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB’s Information Security Policy, Memo Number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

## CalVCB Employees and Contractors

*Initial each section.*

I, \_\_\_\_\_ agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer or Legal Counsel. “Personal Information” means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, or medical or employment history.
- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
  1. The request for information is from an applicant or the applicant’s authorized representative regarding his or her own application,
  2. The disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or
  3. Are authorized to disclose the information by the Executive Officer, Deputy Executive Officer, or Legal Counsel.

# Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)

- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, California Highway Patrol, sheriff departments, Department of Justice (DOJ), Federal Bureau of Investigation, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Custodian of Records at CalVCB Headquarters in Sacramento immediately of any request made under the Public Records Act (Gov. Code, § 7920.000, et seq.) or the Information Practices Act (Civ. Code, § 1798, et seq.). No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Contact (916) 491-3651 or [CPRA@victims.ca.gov](mailto:CPRA@victims.ca.gov) with any requests.
- Inform a server of a subpoena that the subpoena requesting records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board at 400 R Street, Suite 500, Sacramento, CA, 95811. Contact the CalVCB Legal Office at (916) 491-3651 or [custodianofrecords@victims.ca.gov](mailto:custodianofrecords@victims.ca.gov) regarding any subpoena received by CalVCB.
- Immediately report any suspected security incidents, virus attacks, security violations, or privacy breaches to the CalVCB Information Security Officer (ISO) and your supervisor.

I, \_\_\_\_\_ acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB's Information Security Policy, Memo Number 17-008. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, \_\_\_\_\_ acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 13954, 7923.755, and 19990, subdivision (c), Civil Code section 1798, et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, \_\_\_\_\_ expressly consent to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.



# Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)

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## Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and CalVCB's Information Security Policy, Memo Number 17-008.

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends.

If I am a State employee, this signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions. This signed Certification will be retained by the Contract Manager and Business Services Unit as part of the contract file.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Contract Number (If applicable)



## Information Systems Security and Confidentiality

### Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy, Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

#### I understand that I must:

- Read and understand the CalVCB Information Security Policy.
- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
- Access CalVCB systems and networks using only my assigned confidential user identifiers and passwords.
- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.



- Not attempt to circumvent data protection schemes and report to the Information Security Officer immediately any newly identified security vulnerabilities or loopholes.
- Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data.
- Use only CalVCB approved hardware and software and never download from the internet or upload from home.
- Not use CalVCB electronic systems to send, receive, or store material that violates existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or obscene nature.
- Not illegally use or copy CalVCB software.
- Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
- Access only system areas, functions, or files that I am authorized to use.
- Not share individual account passwords.

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

User Name (Print)	Division or Unit	
User Signature	Date	Phone Number
Manager/Supervisor Signature	Date	Phone Number

### Filing Instructions

**Staff/Contractor:** Once completed, forward the form with original signature to your supervisor/manager.

**Supervisor/Manager:** Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

**Fraud Policy**

Memo Number: 17-004

# Fraud Policy

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**Memo Number: 17-004**

Issued July 10, 2017

Supersedes: 13-001

Effective immediately

Does not expire

Issued By: Legal Division

## Purpose

To describe steps to be taken in the event fraud is suspected.

## Policy

The California Victim Compensation Board (CalVCB) is committed to protecting the Restitution Fund against the risk of loss and will promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with CalVCB. CalVCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.

This policy is not intended to address employee work performance, therefore, an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the Human Resources Branch. If the suspected fraud involves another employee, the employee should contact his/her supervisor/manager immediately. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the Human Resources Branch immediately.

## Definition

Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:

- Any dishonest or fraudulent act.
- Any violation of federal, state, or local laws related to fraud.
- Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents.
- Profiteering as a result of insider knowledge of CalVCB activities.

## How to Report Fraud

Any employee who suspects fraud or has received an external fraud complaint shall immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. Managers



**Fraud Policy**

Memo Number: 17-004

must complete an Investigation Referral Form (available on Boardnet), and submit it to the Deputy Executive Officer of their division for referral to the Provider Evaluation Team (PET).

If an employee receives a complaint of fraud from an external complainant, the employee should not attempt an investigation. The employee should gather contact information from the complainant and refer the matter to their supervisor for immediate submission to PET.

There are four reporting options available for external complainants:

1. Send an email to the fraud hotline at [FraudHotline@victims.ca.gov](mailto:FraudHotline@victims.ca.gov)
2. Call the toll-free fraud hotline at 1 (855) 315-6083
3. Write to the Legal Division at P.O. Box 350, Sacramento, CA 95812
4. Fax the complaint to (916) 491-6441

All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the PET Team.

## Investigations

The PET has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Pertinent investigative findings will be reported to executive management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with executive management.

Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to CalVCB.

All information received in the course of a fraud investigation is treated as confidential to the extent permitted by law. CalVCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity. CalVCB employees must report any alleged reprisal, retaliation, threat or similar activity immediately.



**Fraud Policy**

Memo Number: 17-004

In order to maintain the integrity of the investigation, CalVCB will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is also important in order to avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect CalVCB from potential liability.

**Contacts**

For questions, contact the Deputy Executive Officer for your division.

# Password Policy

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**Memo Number: 17-012**

Date Issued: March 24, 2017

Supersedes: 07-00-013

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

## Policy

Any passwords used for User shall be complex and protected from unauthorized disclosure.

## Purpose

To provide information regarding the minimum level of password protection required for CalVCB information assets.

## Requirements

Passwords shall always be kept confidential.

Passwords shall not be viewable on a display device.

### Password Standards

Passwords shall not contain personal information associated with the user that could be easily guessed.

Passwords shall not be words contained in English or foreign language dictionaries, spelling lists, or other lists of words. Passwords shall not be familiar acronyms, or slang expressions in common use.

Passwords shall not be the same as the User Identification (user id).

Passwords shall not consist solely of a repeating or sequential set of characters or numbers (i.e. 11111111, 12345678, ABCDEF, etc.)



Passwords shall contain characters from each character type indicated in the [Password Character Type](#) table that is appropriate to the level of security required for a specific role.

## Changing Passwords

A password shall be changed immediately if it is suspected or discovered to be known by another individual.

Passwords shall be changed regularly. Refer to the [Password Standards](#) table for the maximum time allowed before a password must be changed.

All new passwords shall be significantly different from previous passwords (i.e. 1FONSE & 2FONSE are not significantly different).

Passwords protecting group accounts shall be changed immediately when a member of the group no longer needs access to the group account.

## Initial Passwords

The distribution of initial user passwords shall use methods that ensure only the intended user learns the passwords.

Initial User Passwords shall conform to password practice requirements and standards.

Initial User Passwords shall be unique to each user.

The Initial User Password shall be changed by the user the first time it is used.

## Session Inactivity Protection

After a user's login session has been inactive for the period of time specified in the [Password Standards](#) table, they must either re-enter their password or login again before the login session can be resumed.

## Lockout

A User shall be locked out of the system when the standard threshold of unsuccessful attempts has been reached. Refer to the [Password Standards](#) table for those values.

Users that are locked out of the system as a result of too many unsuccessful attempts to enter a password must have their identity verified before they will be permitted access to that system.

## Stored or Transmitted Passwords

Passwords that are stored on a system or transmitted across external networks shall be encrypted using a method that meets current 3-level Data Encryption Standards or hashed



using a message-digest algorithm is 3DES (or equivalent) or hashed using a method that is MD5 (or equivalent).

### **Business Partners Passwords**

Access to business services provided by the CalVCB Internet sites by Employers and Business Partners shall be protected with a Business Partners Password.

### **User Passwords**

User Passwords shall be used to authenticate a user's access to the CalVCB internal systems, applications, or resources.

### **Remote Access Passwords**

Remote Access Passwords shall be used to authenticate a user's access to CalVCB internal systems and/or applications via Internet or inbound dial methods. Remote Access Passwords shall be randomly generated and valid for only one use.

### **Administration Passwords**

Administration Passwords shall be used by administrators to authenticate themselves for access to restricted information and resources (i.e. administrator accounts or configuration files for critical system components).

### **Stored and Embedded Passwords**

Systems and/or applications that must authenticate to each other shall use stored or embedded passwords.

Access to Stored and Embedded Passwords shall be restricted to the minimum number of staff necessary to support the systems and/or the applications that use them.

Stored passwords shall be contained in a file or database that is external to the application and can only be accessed by authorized systems, applications, and users.

Embedded passwords shall be contained within the system or application.

### **Default Passwords**

Before any hardware and/or software are put into production at the CalVCB, any default passwords that it uses shall be set to values that conform to the Password Policy.

## Exception Approval

Any non-compliance with the Password Policy shall be approved by the Chief Information Officer and Information Security Officer and should be documented.

## Password Standards

Role	Business Partners	User	Remote Access	CaRES User	Admin (Service Accounts)	Stored	Embedded
Minimum password length (characters)	8	8	6 (Hardware Token)	8 and max of 32	8	8	8
Maximum time between password changes (days)	None	90	60 sec	90	90	None	None
Minimum time between password changes (days)	None	1	60 sec	none	1	None	None
Threshold of unsuccessful login attempts before account is disabled	3	5	3	5	3	5	3
Passwords must contain characters from each specified type of the Password Character Type Table	Based on Business partner password policy	1, 2	2	1,2,3	1,2,3,	1,2,3	1,2,3
Inactivity duration for session protection (maximum minutes)	20	20	20	20	20	None	None



## Password Character Type Table

Types	Description	Example
Type 1	Letters (upper and lower case)	A, B, C, ... Z a, b, c, ... z
Type 2	Numerals	0, 1, 2, ... 9
Type 3	Special characters (category 1)	Symbols in the top row of the keyboard: `~!@#\$%^&*()-_+=

## Guidelines

### Automatic System Enforcement

Systems and/or applications should automatically enforce the password requirements and standards when automatic enforcement is possible.

### Encrypted Transmission

Passwords should be encrypted when transmitted across internal networks.

### Writing Down Passwords

Users should memorize their passwords and not write them down. If a password must be written down, the following precautions should be observed:

- Do not write down your password while you are in a public area where others could observe your writing.
- Do not identify your password as being a password.
- Do not include the name of the account and the dial-in telephone number of the system on the same piece of paper.
- Mix in extra characters or scramble the written version of the password in a way that you will remember, making the written version different from the real password.
- Do not attach the password to your terminal, keyboard, or any part of your computer or office furniture.
- Store a written password in a secure place like a wallet or purse.

### Minimizing the Number of User Passwords

Systems shall be developed in a manner so the number of different passwords a user must know is minimized.



## **Change Embedded Password**

Embedded passwords shall be changed when the programs they affect are also changed for routine enhancements or maintenance.

Accounts associated with stored or embedded passwords shall have account names that are difficult to guess to lessen the likelihood that these accounts can be disabled by unauthorized logon attempts as outlined in the [Passwords Standards](#) table.

## **Account Names for Stored and Embedded Passwords**

Passwords shall be changed when a system/application is put into production so that the production passwords are known only to the Production Control staff and the system/application/data owner.

## **Compliance and Authority**

Refer to the CalVCB Information Security Policy.

## **Who to contact for questions**

For any questions about this Memo please contact your supervisor or manager, or the CalVCB Information Security Officer by e-mail at [InfoSecurityandPrivacy@victims.ca.gov](mailto:InfoSecurityandPrivacy@victims.ca.gov).



# Privacy Policy

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**Memo Number: 17-010**

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

## Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CaIVCB) from actions that would:

- Damage the reputation of the CaIVCB.
- Endanger employees, contractors, or citizens that rely on CaIVCB.
- Present a legal risk to CaIVCB.

## Policy

It is the Policy of CaIVCB that:

- All personal, and personally identifiable information (PII) collected by CaIVCB is necessary for the organization to perform its function.
- CaIVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CaIVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CaIVCB. Staff may request and view their information according to the [Information Practices Act](#) and [State Policy](#).



## Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

## Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CalVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

## Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CalVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

## Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.



- Properly dispose of PII.

## Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CalVCB Privacy Officer.

## Acceptable Use

Official CalVCB business needs only.

## Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

## Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

## Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

## Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

## Authority

- Government Code sections 11019.9, 13952 to 13954



- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

## Other Applicable CaIVCB Policies

- Acceptable Use of CaIVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

## Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at [InfoSecurityandPrivacy@victims.ca.gov](mailto:InfoSecurityandPrivacy@victims.ca.gov)

## Distribution

All CaIVCB staff

# Acceptable Use of Technology Resources

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**Memo Number: 17-005**

Date Issued: 1/11/17

Supersedes: 15-003

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

## Purpose

The Victim Compensation Board's (CaIVCB) *Acceptable Use of Technology Resources Policy* does the following:

- Defines the rules for the use of the CaIVCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones.
- States clearly that state technology resources are to be used for state business purposes; and,
- Establishes that the Information Technology Division (ITD) routinely monitors CaIVCB technology resources to identify improper use.

## Policy

It is the policy of the CaIVCB that:

- Use of technology resources must comply with the laws and policies of the United States Government and the State of California.
- Each user's assigned job duties and responsibilities are appropriate and regulated.
- Restrictions to CaIVCB ITD assets are based on a staff person's business need (need-to-know).
- CaIVCB's ITD staff may monitor the network continuously and/or periodically to ensure compliance.



## Applicability

This Policy applies to:

- All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the CalVCB.

**Note:** If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.

## Management Responsibilities

- Authorize staff to use the network-based resources for appropriate business need.
- Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form.
- Report any violations to the CalVCB Information Security Officer (ISO).

## User Responsibilities

- Act in the best interest of the CalVCB by adhering to this Policy.
- Use discretion when using CalVCB information technology assets.
- Access only the CalVCB resources that they are authorized to use.
- Use the system only for its designed purposes.
- Keep all passwords confidential.
- Refrain from illegal activities, including unethical or obscene online behavior.
- Access only acceptable material on the Internet.
- Report any violations to a supervisor/manager and ISO.

## Requests for Exception

Requests for exceptions must be submitted to the CalVCB Help Desk via email at [Helpdesk@victims.ca.gov](mailto:Helpdesk@victims.ca.gov) or call x3800 during business hours from 8:00 AM to 5:00 PM.

## Acceptable Activities

The following are examples of acceptable activities:

- Access only those systems and information assets required to perform current CalVCB duties.



- Using a CalVCB state-issued IT asset to connect to CalVCB services to conduct CalVCB business activities.
- Accessing folders, files, and images stored on the CalVCB network for business purposes that are consistent with the staff person's job duties and network privileges.
- Using approved training material related to a user's duties for business-related knowledge or professional growth.
- Use the Internet to view sites, such as governmental and professional societies.
- Incidental use of Internet during breaks and lunch. (Incidental use must be minimal and must comply with all applicable CalVCB policies, practices, and guidelines).

## Restriction on the Use of State IT Resources

The following are examples of unacceptable activities:

- Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work.
- Use of CalVCB IT resources for personal business, or personal gain.
- Intentionally attempting to access information resources without authorization.
- Accessing another employee's IT resource without permission.
- Using another employee's log-on identification credentials.
- Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.
- Interfering with another employee's ability to perform their job duties or responsibilities.
- Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling.
- Installing or connecting unauthorized software or hardware on a CalVCB-owned and/or managed information resource.
- Storing personal nonbusiness-related data, such as pictures and multi-media files, on any CalVCB IT resource.
- Transmitting confidential information to external recipients without using encryption approved by the CalVCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.



## Incident Reporting

Any incident must be reported immediately to a supervisor/manager and the ISO.

## Violations

Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal.

The CalVCB will investigate all alleged violations and take appropriate action.

## Compliance

All employees must read the *CalVCB Acceptable Use of Technology Resources Policy*, and sign an acknowledgement form upon appointment, and annually thereafter.

## Authority

- Government Code sections 19572 and 19990.
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code Section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

## Other Applicable CalVCB Policies

All employees, temporary staff, contractors, vendors, and consultants who access the CalVCB network for business purposes must comply with all State and CalVCB policies and procedures, including, but not limited to:

- Information Security Policy
- Password Policy
- Mobile Device Policy
- Telework Policy
- Privacy Policy
- Wireless Access Policy





## Contact

For any questions about this Policy, please contact your immediate supervisor/manager or the CalVCB ISO.

STATE OF CALIFORNIA

# Acknowledgement of Policies

VCB-22-20013 (Rev. 02/2024)



By checking each box below, I hereby acknowledge I have read, understand, and agree to adhere to the listed policies.

ATTACHMENTS	
<input type="checkbox"/> Information Security Policy (Attachment 5)	<input type="checkbox"/> Password Policy (Attachment 9)
<input type="checkbox"/> Confidentiality Statement (Attachment 6)	<input type="checkbox"/> Privacy Policy (Attachment 10)
<input type="checkbox"/> Information System Security and Confidentiality Acknowledgment (Attachment 7)	<input type="checkbox"/> Acceptable Use of Technology Resources (Attachment 11)
<input type="checkbox"/> Fraud Policy (Attachment 8)	

INCOMPATIBLE WORK ACTIVITIES
<input type="checkbox"/> I have read, understand, and agree to abide by the provisions of Exhibit A, Section 17, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract.

\_\_\_\_\_  
County Employee Name

\_\_\_\_\_  
County Employee Title

\_\_\_\_\_  
County Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Supervisor Name

\_\_\_\_\_  
Manager/Supervisor Title

\_\_\_\_\_  
Manager/Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Name

\_\_\_\_\_  
Contract Number



ATTACHMENT 14

PLACE HOLDER  
THE BOARD RESOLUTION WILL BE AVAILABLE AFTER THE COUNTY RETURNS  
THE SIGNED CONTRACT

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE	Federal ID Number 95-6000927
--	---------------------------------

By (Authorized Signature)

**George Gascon** Digitally signed by George Gascon  
Date: 2024.04.16 10:54:52 -07'00'

Printed Name and Title of Person Signing

GEORGE GASCÓN, DISTRICT ATTORNEY

Date Executed 04/16/2024	Executed in the County of LOS ANGELES
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## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.





# COUNTY OF LOS ANGELES

## DEPARTMENT OF MEDICAL EXAMINER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



**Odey C. Ukpo, M.D., M.S.**  
Chief Medical Examiner

May 21, 2024

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE MEDICAL EXAMINER (DME) TO EXECUTE  
AN AGREEMENT WITH ONE LEGACY FOR TISSUE COLLECTION SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The DME requests that your Board authorize the Chief Medical Examiner, or designee, to execute an agreement with One Legacy for Tissue Collection Services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Chief Medical Examiner, or his designee, to execute an Agreement, substantially similar to Exhibit I, with One Legacy for Tissue Collection Services to occur Countywide at both DME and Department of Health Services (DHS) facilities, at no net County cost.
2. Delegate authority to the Chief Medical Examiner, or his designee, to exercise three, one-year renewal options, the option to extend the Agreement on a month-to-month basis up to an additional six month, and to execute amendments that adjust the level of reimbursable County costs.

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**Accreditations:**

*National Association of Medical Examiners (Provisional)*  
*California Medical Association-Continuing Medical Education*  
*Accreditation Council for Graduate Medical Education*

*ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories*  
*Peace Officer Standards and Training Certified*

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will allow the DME to enter into an Agreement with One Legacy for the continued provision of Tissue Collection Services.

The County of Los Angeles (County) requires a regular supply of tissue, such as heart valves, corneas, skin, and bone to meet the humanitarian needs of the general public and persons requiring tissue that would otherwise be unavailable.

In Southern California, and in the County, the need for human tissue and organs for therapy and transplantations far exceeds the supply. DHS facilities, in particular, require a large regular supply of corneal and other types of human tissue and organs to meet the community's medical needs. Additionally, the DME and DHS provide timely access to the largest source of human tissue and organ procurement in the County.

The County does not have the available expertise to perform the highly specialized tissue collection services needed and has determined that contracting these services is in the best interest of the County. With this Agreement, the DME will continue to maximize tissue collection and distribution to patients in County hospitals or in hospitals throughout the community who are in immediate need. Similar to the previous agreement, which expired on 05/31/24, this Agreement will ensure the following:

- A single Agreement with one Contractor who is certified by the American Association of Tissue Banks (AATB) and the Eye Bank Association of America (EBAA).
- The Agreement shall be administered solely by the DME.
- The Contractor will perform all Tissue Collection Services at DME and DHS facilities.
- The Agreement includes reporting requirements for tissue collection within County facilities and distribution of tissues to County hospitals and other medical facilities.
- The Agreement contains a breakdown of County reimbursable costs for tissue recovery.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the principles of the County's Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are available to assist the DME in carrying out its mission and providing essential services to the public effectively and efficiently.

### **FISCAL IMPACT/FINANCING**

As with the previous contracts for Tissue Collection Services, One Legacy will continue to reimburse the County for the costs incurred by DHS and DME in providing One Legacy transplant technicians with timely access to human tissues. The County's costs are based on DME and DHS determinations of the average costs per case.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement is a cooperative agreement that is necessary to support the DME's continued efforts to assist and address the health and welfare of County residents.

The award of this Agreement will not result in a reduction of County Services. (County Code Section 2.121.390).

The DME has determined that this Agreement is exempt from Proposition A requirements under County Code Section 2.121.250.

This Agreement complies with County contracting policies and procedures, as set forth by your Board.

County Counsel has reviewed this Board Letter and recommends approval.

### **CONTRACTING PROCESS**

The Department issued a Request for Proposals (RFP) on August 23, 2023, to solicit qualified vendors to provide Tissue Collection Services to be administered to both DME and DHS facilities.

Notices of the RFP release were posted on the County's Purchasing website and published in the American Association of Tissue Bank's (AATB) Newsletter for two weeks. On September 22, 2023, one proposal was submitted by One Legacy. No other proposals were received.

The selection process was a two-phased approach as follows:

Phase I: The proposal was reviewed and rated by DME Contracts and Fiscal staff for administrative compliance with RFP requirements on a pass/fail basis.

Phase II: An Evaluation Committee consisting of five (5) DME representatives evaluated the proposal using the Informed Averaging Scoring Methodology.

The overall evaluation results indicated that One Legacy is a sound contractor with experience in providing Tissue Collection Services. After the final evaluation rankings, One Legacy was selected. The last three RFPs have resulted in One Legacy being the highest-ranked proposer. One Legacy has been the sole provider of Tissue Collection Services in the County since 2011.

### **IMPACT ON CURRENT SERVICES OR PROJECTS**

Approval of the recommended actions will allow tissue collection to continue, for distribution to patients in County hospitals or in hospitals throughout the community who are in immediate need.

### **CONCLUSION**

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner, addressed to the attention of Silvia Gonzalez, Administrative Services Manager II.

Respectfully submitted,

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Odey C. Ukpo, M.D., M.S.  
Chief Medical Examiner

Attachments (1)

**STATEMENT OF WORK  
TISSUE BANK PROCEDURES FOR OBTAINING TISSUES AT THE  
COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER (DME)  
AND DEPARTMENT OF HEALTH SERVICES (DHS) HOSPITALS**

Federal law, 42 U.S.C Section 274 et seq.  
Health and Safety Code Section 7150 et seq  
(Government Code 27491 et seq.)

1.0 INTRODUCTION

In order to perform tissue procurement for purposes of the making of an anatomical gift by potential decedent donors, as defined in the California Uniform Anatomical Gift Act ("UAGA"), whose remains are located at the DME or at an authorized DHS hospital, the CONTRACTOR shall comply with the following performance, procurement and distribution requirements and protocols:

The CONTRACTOR in requesting tissue donations for corneas, heart valves, saphenous veins, skin and bone, or any other part of the body for any potential decedent donor whose remains are in the custody of the DME or DHS. The contractor shall obtain legally valid authorization or provide a legally executed document of anatomical gift (e.g., Donor Registry / DPOA for Healthcare), as prescribed by the UAGA for all tissue sought to be procured from the prospective donor.

The DME and DHS require the CONTRACTOR to follow the same authorization procedures for all other tissue types (heart valves, saphenous veins, skin and bone, or any other part of the body). CONTRACTOR shall provide to DME and DHS with documentation that memorializes the legally valid authorization obtained by CONTRACTOR from the prospective donor's authorizing party made pursuant to the requirements of the UAGA or provide a legally executed document of anatomical gift (e.g. Donor Registry / DPOA for Healthcare).

This statement of work does NOT include organ procurement.

The CONTRACTOR shall keep and maintain the documentation of the memorialized authorization obtained for tissue and/or part procurement for a minimum of ten (10) years.

D. The CONTRACTOR will provide the DME or DHS with a transcribed copy of the recording of the authorization documentation within one business day, when requested by the CME-DME or their designee.

2.0 CONTRACTOR REQUIREMENTS

A) CONTRACTOR'S technicians and staff at all times shall display and provide appropriate identification badge and maintain appropriate professional demeanor and conduct while in DME and DHS Facilities. CONTRACTOR, CONTRACTOR'S employees, agents, and partners shall at all times adhere to the rules and regulations of COUNTY facilities while in COUNTY facilities. The CONTRACTOR will not misrepresent themselves or introduce any factors that could be

misconstrued by other COUNTY departments, families, or any outside entities indicating they are an agent of the DME.

- B) CONTRACTOR shall provide to the DME or DHS Facility administrator as requested, all licensing and other information regarding CONTRACTOR and CONTRACTOR technicians and staff, and Tissue Bank Partners, if any, as listed below:
- C) CONTRACTOR shall neither seek to delay the release of human remains to the DME, nor direct DHS hospital or other non-County hospital personnel to do so.
- D) CONTRACTOR must maintain the following licenses, accreditations, and certifications:
  - State of California Department of Health Services Tissue Bank License,
  - Must have accreditations issued by both the Eye Bank Association of America (EBAA) and American Association of Tissue Banks (AATB),
  - Must have personnel that are certified by national professional organizations EBAA, and AATB,
  - CONTRACTOR will submit a tissue distribution plan to the DME.
  - Must have a workers' compensation program, verified commercial general liability insurance and comprehensive automobile liability insurance with limits acceptable to COUNTY, and be capable of indemnifying the COUNTY in relation to the CONTRACTOR or CONTRACTOR'S employees or agents' procurement of tissue and/or anatomical gifts collected at the DME and DHS Facilities.
- E) CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

CONTRACTOR shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.
- F) DME will strive to release autopsy reports (to include toxicology report) within 90 days of date of death.

### 3.0 TISSUE AND ANATOMICAL GIFT COLLECTION PROCEDURES – DME

A CONTRACTOR'S technicians may visit the DME on a daily basis to obtain information about and assess prospective decedent donors of tissue and anatomical gifts, as defined by the UAGA. The technician will have access to the DME Moon database using a unique login and password assigned to the technician to screen and evaluate for potential transplantable tissues. CONTRACTOR will obtain release for tissue recovery via MOON from the Duty Doctor.

- A. CONTRACTOR'S personnel shall wear CONTRACTOR provided identification badges, that identify those persons as affiliated with CONTRACTOR, at all times

while on County Facilities.

### 3.1 Screening of DME Files

The CONTRACTOR'S technician has access to the DME Moon database to assess tissue donor suitability for recovery. CONTRACTOR will maintain confidentiality of all DME cases.

CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines. CONTRACTOR'S personnel will always obtain release via MOON to recover and transport to an alternate recovery location from the Duty Doctor on all DME cases. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

DME "Examination Only" Cases. CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor. DME Autopsy Cases CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

### 3.2 Consent By Legal Next-of-Kin for Procurement of an Anatomical Gift

#### A. CONTRACTOR'S Obligation to Obtain Consent for Procurement

The CONTRACTOR, the CONTRACTOR'S technician, shall contact (or attempt to contact) the legal next-of-kin to seek the specific consent necessary for tissue collection and/or an anatomical gift(s) procurement, as required by the UAGA, for those DME cases where the legal next-of-kin have already been notified of the prospective donor's death by the DME. For registered donors only, (e.g., Donor Registry), CONTRACTOR will recover corneas prior to the notification to the Legal Next-of-Kin ("acknowledging party") to preserve the medical suitability of the corneas.

When informing the legal next-of-kin of the option to donate tissues and/or parts to make an anatomical gift for transplantation, research, therapy, or education, CONTRACTOR shall ensure the following:

1. CONTRACTOR personnel, shall not represent themselves as being affiliated with the County of Los Angeles, the DME or represent themselves as a DME, DHS, or County employee. CONTRACTOR shall inform and document that the person they are speaking to telephonically for the purpose of obtaining consent for procurement is aware that their telephonic conversation is being recorded for the purposes of obtaining and documenting such authorization for procurement of an anatomical gift under the UAGA.
2. No effort shall be made to pressure the legal next-of-kin to make the donation or gift. The CONTRACTOR'S personnel will inform the legal next-of-kin or "acknowledging party" of the Document of Gift (first person authorization) as documented in the legally executed document of gift. In

the absence of such document, the opportunity to make an anatomical gift will be presented to the Legal Next-of-Kin.

3. If the legal next-of-kin (“authorizing party”) agrees to make the donation or anatomical gift, CONTRACTOR shall provide to DME and DHS the documentation that memorializes the legally valid authorization obtained by CONTRACTOR from the prospective donor’s legal next-of-kin (“authorizing party”) made pursuant to the requirements of the UAGA, or provide a legally executed document of anatomical gift (e.g. Donor Registry / DPOA for Healthcare). A telephonic tape/digital recording, written documentation of consent, or valid form memorializing such consent as required by the UAGA, shall be obtained by CONTRACTOR. CONTRACTOR shall attach such document to the MOON database. The CONTRACTOR shall keep a copy of the tape/digital recording, written documentation of, or other memorialization of other UAGA permitted forms of the authorization on file for a minimum of ten (10) years after the date the authorization is obtained.

3. CONTRACTOR has no tissue bank partners, and has the sole responsibility to obtain consent (“authorization”) from the legal next-of-kin (“authorizing party”).

A. CONTRACTOR Documentation of the Procured Tissue/Anatomical Gift

At the end of the Tissue/Anatomical Gift recovery, the CONTRACTOR’S personnel shall submit copies via MOON of the recovery documentation and photographs to the DME. Recovery documentation shall include:

1. Authorization Form (provided by Contractor)
2. Chain of Evidence Form (SOW Exhibit 1)
3. Tissue Recovery Form (TRF provided by Contractor)
4. Photographs taken of decedent by non-DME staff.

Documentation and photos must be uploaded to MOON within 2 days of recovery.

3.4 Tissue / Anatomical Gift Removal Procedures

CONTRACTOR shall request admission blood samples from hospitals on all DME jurisdictional cases. CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

CONTRACTOR shall use labels with CONTRACTOR’S name and logo on all central blood, peripheral blood and vitreous specimens collected by CONTRACTOR and ensure each label includes: decedents name, DME case number, specimen type, site where the specimen was obtained, including the time and date of procurement.

CONTRACTOR must collect vitreous specimens on all cases prior to use of isopropyl alcohol or other antiseptics as part of the tissue procurement process. This is to prevent contamination of the vitreous specimen.

CONTRACTOR must immediately inform the and report to the County of Los Angeles, Department of Public Health, as required by law, of any positive serologic test.

CONTRACTOR must submit quarterly statistics on tissue/part recovery to the Chief



Medical Examiner and DME Contract Administrator (SOW Exhibit 2).

CONTRACTOR must participate in quarterly meetings with DME management to discuss matters of mutual concern. OneLegacy has a dedicated funeral home liaison to provide funeral home organ and tissue donor education throughout the year.

CONTRACTOR shall locate the prospective decedent donor's body and move it to the dedicated tissue collection room at the DME'S office to surgically remove the tissue. Great care shall be taken by CONTRACTOR to avoid interference with the DME staff operation. CONTRACTOR may also request to transport the donor to an alternate recovery location for tissue recovery. CONTRACTOR'S personnel will always obtain tissue release, and release to transport to an alternate recovery location via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

CONTRACTOR shall obtain deputy medical examiner approval prior to the removal of any clothing from the prospective decedent donor that is located at the DMEC facility.

### 3.6 Corneal Tissue Procurement

The CONTRACTOR'S corneal tissue procurement may only be authorized and approved by the Chief Medical Examiner, or designee, at his or her sole discretion. Recovery of tissues shall be performed in the dedicated tissue collection room or a CONTRACTOR'S alternate recovery location. CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure must only be performed in the dedicated tissue collection room assigned to CONTRACTOR by DME, or a CONTRACTOR'S alternate recovery location.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.

CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON. CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

#### 3.6.1 Skin, Bone, Heart Valves and associated tissue procurement or gifts

The CONTRACTOR'S tissue procurement of skin, bone, heart valves and associate tissues, and/or parts may only be authorized and approved by the Chief Medical Examiner, or designee, at his or her sole discretion. Recovery of tissues shall be performed in the dedicated tissue collection room or a CONTRACTOR'S alternate recovery location. ' CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor.

### 3.6.2 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- C. The skin tissue procurement procedure shall be done in the dedicated tissue collection room or a CONTRACTOR'S alternate recovery location.
- B. The CONTRACTOR tissue technician will coordinate removal schedule with the DME'S authorized staff.
- C. CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

### 3.6.3 Bone Tissue Procurement

CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

- A. The bone tissue procurement procedure shall be done in the dedicated tissue collection room or a CONTRACTOR'S alternate recovery location.
- B. The CONTRACTOR'S tissue technician will coordinate removal schedule with DME authorized staff.
- C. The CONTRACTOR'S tissue technician will remove the bone tissue and cosmetically restore the decedent.

### 3.6.4 Heart Valve Procurement

- A. Heart valve procurement from a prospective donor may be authorized by the Duty Doctor. CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.
- B. Procurement shall be done in the dedicated tissue collection room or a CONTRACTOR'S alternate recovery location. A specimen of blood for the DME shall be collected before procuring the tissue.
- C. If a DME physician must be present after hours, CONTRACTOR shall notify the physician and autopsy technician on call. Procurement should begin within 30 minutes of the arrival of the DME physician and CONTRACTOR'S technician. CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.
- D. A pathology report meeting the requirements of the DME will be generated on heart tissue collected by the CONTRACTOR. It will be forwarded to the DME, and will be maintained as a confidential medical record.

### 3.6.5 Saphenous and Femoral Vein Procurement

- A. CONTRACTOR'S Saphenous and Femoral vein procurement shall be approved by the deputy medical examiner before the procedure. CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON .
- B. Procurement shall be done in the dedicated tissue collection room or a CONTRACTOR'S alternate recovery location.
- C. CONTRACTOR'S technician shall attempt to avoid injecting any medication into the body of the prospective decedent donor prior to or during procurement. If injection is unavoidable, a blood sample shall be collected by the CONTRACTOR'S technician prior to injection, and the CONTRACTOR will notify the Forensic Laboratories of the injection on the next business day.

### 3.6.6 CONTRACTOR'S Completion of Tissue Recovery Form

CONTRACTOR shall complete and attached a Tissue Recovery form (sample attached) to the DME case file indicating the following: CONTRACTOR'S personnel has access to MOON and will upload required tissue recovery documents accordingly.

- A. That corneal and other tissues will be removed from the DME case under authority of the UAGA.
- B. The time, date of consent obtained by CONTRACTOR, pursuant to the UAGA, and the name, address, and telephone number of the legal next-of-kin who gave consent, and that person's relationship to the donor.
- C. What tissues and/or anatomical gifts were procured.
- D. What date and time the tissues were procured and by whom.
- E. CONTRACTOR will upload to MOON all relevant tissue recovery documents, including legal next-of-kin ("authorizing party") information. Signature by the CONTRACTOR'S technician(s).

### 3.6.7 Post Tissue Removal Procedures

The CONTRACTOR shall return the decedent donor's body to its prior location or the place where DME staff request CONTRACTOR'S personnel to place it. CONTRACTOR shall ensure that the donor's body is kept covered at all times except during evaluation or collection.

## 4.0 TISSUE COLLECTION PROCEDURES AT DHS FACILITIES.

- 4.1 CONTRACTOR shall provide 24-hour a day availability of trained technicians to assure proper evaluation and facilitation of each donor referral from DHS facilities. CONTRACTOR shall have all technical personnel wear CONTRACTOR ID badges. CONTRACTOR will provide a roster of tissue recovery personnel upon request.

CONTRACTOR has an affiliation agreement with all hospitals, including DHS facilities, that addresses donor recoveries. This also includes policies for the screening, evaluation and recovery of organs and tissues, in accordance with AATB and EBAA guidelines.

4.2 CONTRACTOR, on an annual basis, shall provide in-service training and professional education in DHS Facilities to DHS personnel designated by the DHS administrator on all aspects of tissue donation, removal and transportation.

4.3 CONTRACTOR shall:

- A) Maintain confidentiality of all information obtained in evaluation and completion of the tissue donation.
- B) Maintain donor referral records and assist DHS Facilities in compliance with the Joint Commission guidelines and federal requirements for donation. Provide follow-up information of the disposition of tissue to the donor's legal next-of-kin, as requested.
- C) Designate a CONTRACTOR representative to be assigned to each DHS Facility to serve as liaison and to be available to assist each DHS Facility in policy and procedure, development, review and implementation as they relate to Federal Law 42 U.S.C. Section 274 et seq., and the California Uniform Anatomical Gift Act. The liaison personnel will also provide on-going professional in-service education at DHS Facilities as it relates to all aspects of tissue donation and transplantation, including indications (needs) and applications (uses) of donated tissues. Provide BRN nursing credit of programs, if requested.

#### 4.5 SCREENING OF DHS FILES

All hospitals, including DHS hospitals, are legally mandated by federal regulations to report all deaths to the CONTRACTOR, for donor suitability evaluation. All medical information is kept confidential. CONTRACTOR is permitted by law (HIPAA) to obtain medical information for the purposes of screening potential donor for transplant suitability.

The CONTRACTOR shall screen case files to determine the following:

- A. Cases which are not medically suitable for transplant or research.
- B. DME cases.
- C. Non-DME cases. (by determining that the Primary Hospital Physician has opined an acceptable natural cause of death).

#### 4.6 CONSENT

- A. PROCUREMENT REQUIREMENTS – Refer to Section 3.4 A.
- B. DOCUMENTATION OF THE PROCUREMENT- Refer to Section 3.4 B

#### 4.7 TISSUE REMOVAL PROCEDURES AT DHS FACILITIES

The CONTRACTOR shall locate the donor (decedent's body) and move it to a CONTRACTOR approved recovery location such as the DHS Facility operating room or CONTRACTOR'S alternate recovery location to surgically remove the tissue/anatomical gift.

#### 4.7.1 Corneal Tissue Procurement

The CONTRACTOR shall ensure:

- A. The corneal tissue procurement procedure shall be performed in an available DHS operating room or in a CONTRACTOR alternate recovery location.
- B. The CONTRACTOR shall surgically remove the corneal tissue and cosmetically restore the decedent.
- C. CONTRACTOR will follow EBAA eye tissue screening, suitability and recovery guidelines.

#### 4.7.2 Skin, Bone, Heart Valves Saphenous and Femoral Vein Tissue Procurement

All tissue procurement regarding skin, bone, heart valves, and saphenous and femoral veins shall be released for recovery and transport by the Duty Doctor on DME jurisdictional cases to the DME facility or CONTRACTOR alternate recovery location. CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

#### 4.7.3 Skin Tissue Procurement

The CONTRACTOR shall ensure:

- A. The skin tissue procurement procedure shall be performed in an available DHS operating room or in a CONTRACTOR alternate recovery location.
- B. The CONTRACTOR'S personnel will coordinate recovery location logistics with the DHS Facility.
- C. CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

#### 4.7.4 Bone Tissue Procurement

The CONTRACTOR shall ensure:

CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

- A. The bone tissue procurement procedure shall be done in an available DHS operating room or in a CONTRACTOR alternate recovery location.
- B. The CONTRACTOR'S personnel will coordinate recovery location logistics with

the DHS Facility.

- C. The CONTRACTOR'S tissue technician(s) will remove the bone tissue and cosmetically restore the decedent.

#### 4.7.5 Heart Valve Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in an available DHS operating room or in a CONTRACTOR alternate recovery location.
- B. CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

#### 4.7.6 Saphenous and Femoral Vein Procurement

- A. The CONTRACTOR shall ensure procurement shall be done in an available DHS operating room or in a CONTRACTOR alternate recovery location.
- B. CONTRACTOR will follow EBAA and AATB tissue screening, suitability and recovery guidelines.

#### 4.7.7 Tissue Recovery Form

CONTRACTOR'S personnel has access to MOON and will upload required tissue recovery documents accordingly. CONTRACTOR'S personnel will complete and upload ~~attach~~ a the Tissue Recovery form (Exhibit 2) to the case indicating the following:

- A. That corneal and other tissues will be removed from the DME case under authority of the UAGA.
- B. The time, date of consent obtained by CONTRACTOR, pursuant to the UAGA, and the name, address, and telephone number of the legal next-of-kin who gave consent, and that person's relationship to the donor, or provide a copy of the Donor Registry to the hospital.
- C. What tissues and/or anatomical gifts were procured, following EBAA and AATB guidelines.
- D. What date and time the tissues were procured and by whom.
- E. Signature by the CONTRACTOR'S technician(s).

#### 4.8 POST TISSUE REMOVAL PROCEDURES

The CONTRACTOR shall return the decedent's body to its prior location or the place where the DHS Facility staff request CONTRACTOR'S personnel to place it. CONTRACTOR shall ensure that the donor remains are kept covered at all times except during evaluation or collection.

CONTRACTOR'S personnel will always obtain tissue release via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.

## 5.0 Scope of Requirements

The requirements of Section 5.0 are intended to supplement the provisions of the Agreement and Sections 1.0 through 4.0 of the Statement of Work in order to more efficiently achieve the objectives of the Agreement without compromising the standards by which DME performs its statutory duties. In the event of conflict with the provisions of Section 5.0, the provisions of the Agreement and Sections 1.0 through 4.0 shall take precedence.

### 5.1 CONTRACTOR Requirements

- A. CONTRACTOR must obtain authorization from DME on each case to be transported to CONTRACTOR's alternate recovery location.
- B. CONTRACTOR will arrange for all transportation to the CONTRACTOR alternate recovery location and return the decedent to either the DME's Forensic Science Center (FSC) located at 1104 N. Mission Road, Los Angeles, 90033, the mortuary, or funeral home as directed by the DME.
- C. For each case, CONTRACTOR will bring the decedent to the FSC or return the decedent to the mortuary or funeral home as soon as is possible.
- D. CONTRACTOR will adhere to appropriate chain of custody practices and complete documentation to include:
  - 1. Written documentation of names, dates, times involved in removal and transportation, including removal from mortuary, FSC, or hospital; arrival at the Redlands facility; departure from the Redlands facility; and arrival at the final destination (i.e. FSC, mortuary)
  - 2. Photographic (and/or video) documentation of the decedent's remains at each location, to include pre- and post-recovery photographs; and
  - 3. The use of body bags with tamper evident seals. CONTRACTOR'S personnel will always obtain tissue and transport release to an alternate recovery location via MOON from the Duty Doctor. No tissue recovery will take place until release to recover has been obtained from the Duty Doctor and documented in MOON.