



Board of Supervisors

Family & Social Services Cluster

Agenda Review Meeting

DATE: January 22, 2025

TIME: **2:00PM – 3:30PM**

MEETING CHAIRS: Monica Banken, 5th Supervisorial District

CEO MEETING FACILITATOR: Claudia Alarcon

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

THIS WEEK'S MEETING WILL ONLY BE HELD VIRTUALLY.

~~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 140~~

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 995 916 944# 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

Members of the Public may address the Family & Social Services 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.

- I. **Call to Order**
- II. **Set Items:**
 - a. **Department of Public Social Services/ Department of Children and Family Services/ Aging and Disabilities Department:** Wildfire Recovery and Response.
- III. **Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
 - a. **Department of Children and Family Services (DCFS):** Request to Approve an Extension to the Sole Source Contract for Immigration Legal Assistance for Abused and Neglected Children.
- IV. **Presentation/Discussion Items:**
 - a. **Office of Child Protection:** Report-Back on the June 4, 2024, Board Motion "Reimagining the Office of Child Protection".

b. **DCFS:** Request to Approve Specimen Collection and Drug And Alcohol Testing Services Contract as A Result of Invitation for Bids.

V. Public Comment

VI. Notice of Closed Session

1:30PM

CS1- CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Government Code Section 54956.9, subdivision (d)(1)
Luna Lermenda v. County of Los Angeles
CRD Case Numbers: 202303-19949314, 202308-21735323, ICMS 2023-120344,
2023-122106
Department: Children and Family Services

VII. Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.

VIII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE FAMILY & SOCIAL SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL ADDRESS AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

Family_Social_Services@ceo.lacounty.gov

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/22/2025	
BOARD MEETING DATE	2/18/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Children and Family Services	
SUBJECT	Contract extension to Immigration Legal Assistance for Abused and Neglected Children	
PROGRAM	Immigration Legal Assistance for Abused and Neglected Children	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Services are needed during the time period required to complete a solicitation for replacement services	
DEADLINES/ TIME CONSTRAINTS	The new contract period will begin March 15, 2025.	
COST & FUNDING	Total cost: \$500,000	Funding source: 2011 State Realignment Funds
	TERMS (if applicable): Current term: The current contract term will expire on March 14, 2025. The amendment will extend the contract term from March 15, 2025 through March 14, 2026.	
	<p>Explanation: The amendment will extend the contract term from March 15, 2025 through March 14, 2026, with an option to extend for an additional six months, which will allow time to complete the Request for Proposals solicitation and ensure that this necessary service will continue to be provided.</p> <p>The request for the increase in funding is to address the increase in volume of work that has occurred during the existence of the program. As an example, 160 referrals for Special Immigrant Juvenile Status (SIJS) were submitted in 2019 and in 2023, 214 SIJS referrals were submitted. Given the complex needs of this population, removal proceedings support is also necessary to fully address the legal needs of the youth served by this contract. Removal proceedings are significantly increasing the amount of work and the complexity of the work for Bet Tzedek. In order to address the increased workload, the increase in SIJS referrals, and the impact of inflation, an increase in funding from \$250,000 to \$500,000 is necessary to ensure that Bet Tzedek is able to continue to provide appropriate and legal services for these youth.</p>	
PURPOSE OF REQUEST	Extend term for Immigration Legal Assistance for Abused and Neglected Children	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On November 13, 2018, the Board of Supervisors adopted a motion directing the Director of DCFS to enter into a contract to obtain immigration relief for DCFS children at a cost of \$250,000 per year.</p> <p>On March 15, 2019, DCFS entered into a contract with Bet-Tzedek legal services under the title, "Immigration Legal Assistance for Abused and</p>	

	<p>Neglected Children” for a one year term, with two one-year options to extend.</p> <p>The adopted Board letter, dated February 15, 2022, delegated authority to the Director of DCFS to extend the contract term for one year, with two optional one-year periods through March 14, 2025, allowing the contract with Bet Tzedek Legal Services to continue providing immigration legal services to undocumented children under the custody of DCFS.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how: The U.S. Department of Health and Human Services, through its Children’s Bureau, has worked to address immigration issues impacting children and families. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. As a result, unable to reunify with their families or return to their home countries, these children require immigration relief to ensure their long-term well-being in the United States, providing these children with greater opportunities and increased equity and resource access.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Child Protection: When children obtain legal status in the United States, they are afforded many opportunities such access to post-secondary education, financial assistance, legal employment, and the ability to live freely without the threat of deportation.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Aldo Marin, Board Liaison, (213) 371-6052, marina@dcfs.lacounty.gov</p>



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

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

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

February 19, 2025

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

Dear Supervisors:

**REQUEST TO APPROVE AN EXTENSION TO THE SOLE SOURCE CONTRACT
FOR IMMIGRATION LEGAL ASSISTANCE FOR ABUSED
AND NEGLECTED CHILDREN
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to extend the existing contract for Immigration Legal Assistance for Abused and Neglected Children with Bet Tzedek Legal Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment, substantially similar to Attachment A, to a contract for Immigration Legal Assistance for Abused and Neglected Children with Bet Tzedek Legal Services. The term of the extension will be effective March 15, 2025 through March 14, 2026, with an option to extend for an additional six months, if needed, to complete a solicitation and execute a new contract. The Maximum Annual Contract Sum for this one-year extension is \$500,000, and the cost for an additional six-month extension is \$250,000, financed using 100 percent 2011 State Realignment funds. The Board and the Chief Executive Officer (CEO) will be notified, in writing, within ten business days after execution of the amendment.
2. Delegate authority to the Director of DCFS, or designee, to exercise the six-month option by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel's approval is obtained; and c) the Director of

"To Enrich Lives Through Effective and Caring Service"

DCFS, or designee, notifies the Board and CEO in writing within ten business days after execution.

3. Delegate authority to the Director of DCFS, or designee, to execute future amendments to make changes to contract terms and conditions; or to increase or decrease the contract amount by no more than ten percent of the Maximum Contract Sum, if either of these is necessary to meet program needs. The execution of such amendments is contingent upon: a) County Counsel's approval being obtained prior to execution of such amendment; and b) the Director of DCFS, or designee, notifying the Board and the CEO, in writing, within ten business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to terminate the contract for convenience or default, provided that: a) County Counsel's approval is obtained prior to termination of the contract; and b) the Director of DCFS notifies the Board and the CEO, in writing, within ten business days after such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The United States Department of Health and Human Services, through its Children's Bureau, has worked to address immigration issues impacting children and families. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. As a result, unable to reunify with their families or return to their home countries, these children require immigration relief to ensure their long-term well-being in the United States. DCFS created the Special Immigrant Status (SIS) Unit in 1991 to assist qualifying children with obtaining immigration services. Previously, the SIS Unit filed Special Immigrant Juvenile Status (SIJS) applications on behalf of DCFS qualifying children; however, due to the shift in immigration practices at the federal level, immigrant children under DCFS jurisdiction require more intensive and sophisticated legal assistance to protect their rights and interests.

Los Angeles County is home to one of the most sophisticated child welfare systems in the nation. Unlike many jurisdictions, children in Los Angeles County are appointed counsel in the dependency court where their best interests are explored and their cases are adjudicated; however, the appointed attorneys by the dependency court do not practice in immigration court. As such, when a child needs assistance beyond the dependency court, DCFS works in partnership with legal aid organizations, ensuring the children's immigration interests are appropriately addressed in the immigration court. Consequently, as instructed by the Board on November 13, 2018, DCFS entered into a contract with Bet-Tzedek Legal Services effective March 15, 2019, in order to provide the much needed immigration legal services to the children under DCFS' care. Bet Tzedek has discounted its services by absorbing the costs beyond the County

contribution and will continue to do so in the extension year. Since the execution of the contract, the SIS Unit has referred over 320 cases to Bet Tzedek Legal Services, many of which had immigration applications already submitted to the United States Citizenship and Immigration Services by the SIS Unit. In order to address the increased workload, the increase in SIJS referrals and removal proceedings included in the scope of work provided by Bet Tzedek, an increase in funding from \$250,000 to \$500,000 is necessary to ensure that Bet Tzedek is able to continue to provide appropriate and legal services for these youth. Bet Tzedek Legal Services continues to improve its ability to advocate on these matters and has undertaken the training of other legal service providers to assist with representing the children served by the SIS Unit.

The current contract term with Bet Tzedek Legal Services will expire on March 14, 2025. This extension will extend the contract term through March 14, 2026, with an option to extend for an additional six months to provide sufficient time to finalize the solicitation process to obtain a new contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the principles of the Countywide Strategic Plan, North Star 1: Make Investments That Transform Lives. Focus Area Goal D: Support Vulnerable Populations: Address conditions which drive interactions with the County's child welfare, homeless rehousing, carceral, law enforcement and justice systems.

FISCAL IMPACT/FINANCING

The Maximum Contract Amount for the one-year term of March 15, 2025 through March 14, 2026 is \$500,000, funded using 100 percent 2011 State Realignment funds. Sufficient funding for this contract is included in the Department's Fiscal Year 2024-2025 final Adopted Budget and will be included in the Department's subsequent budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board adopted a motion on November 13, 2018, instructing the Director of DCFS to enter into a public-private partnership contract for legal services for children and youth served by DCFS who are in need of immigration assistance, for a one-year term and two additional one-year periods. Consequently, a contract with Bet Tzedek Legal Services was executed on March 15, 2019, for a contract term of one year with two optional one-year periods through March 14, 2022. Subsequently, a Board letter adopted on February 15, 2022, delegated authority to the Director of DCFS to extend the contract term for one year with two optional one-year periods through March 14, 2025.

The Honorable Board of Supervisors
February 19, 2025
Page 4

In accordance with Board Policy 5.100, County departments must provide advance written notice and justification to the Board of amendments to extend existing contracts when departments do not have delegated authority to execute such amendments.

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

CONTRACTING PROCESS

On October 30, 2024, DCFS sent a Notice of Intent (Attachment C) to the Board to inform them of its intent to extend the current Sole Source Contract for Immigration Legal Assistance for Abused and Neglected Children.

The Request for Proposals for Immigration Legal Assistance is scheduled for release on April 7, 2025. The proposals are due on July 8, 2025, and the new contract is expected to be executed effective on or before July 1, 2026.

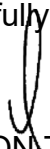
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the current recommendations will allow the Department to continue to receive uninterrupted immigration legal assistance from Bet Tzedek Legal Services, and provide support to the children of Los Angeles County without creating a delay in the legal procedures required by the immigration court.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted stamped copy of this Board Letter to DCFS.

Respectfully submitted,


BRANDON T. NICHOLS
Director

BTN:JF:CMM:RW
LTI:CP:MP:mg

Attachments

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



**AMENDMENT
NUMBER EIGHT
FOR
IMMIGRATION LEGAL ASSISTANCE
FOR ABUSED AND NEGLECTED CHILDREN
WITH
BET TZEDEK LEGAL SERVICES
CONTRACT NUMBER 18-4-038**

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

This Amendment Number Eight (hereinafter referred to as “Amendment”) to the Immigration Legal Assistance for Abused and Neglected Children Contract Number 18-4-038, (hereinafter referred to as “Contract”) is made and entered into by and between the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors (hereinafter referred to as “COUNTY”) and Bet Tzedek Legal Services (hereinafter referred to as “CONTRACTOR”), in Los Angeles, California this _____ 2024.

WHEREAS, COUNTY and CONTRACTOR are parties to this Contract adopted by the Board on November 13, 2018, and executed by all parties on March 15, 2019.

WHEREAS, Amendment No. One extended the contract term effective March 15, 2020 through March 14, 2021;

WHEREAS, Amendment No. Two reduced the cost of the contract in response to the Vendors Voluntary Price Reduction Initiative due to the economic crises caused by the 2019 novel coronavirus (COVID-19) pandemic;

WHEREAS, Amendment No. Three extended the Contract term effective March 15, 2021 through March 14, 2022, and revised Amendment No. One typographical error;

WHEREAS, Amendment No. Four replaced Exhibit C (Auditor-Controller Contract Accounting and Administration Handbook) and Exhibit E (Contractor’s Administration);

WHEREAS, Amendment No. Five extended the Contract term effective March 15, 2022 through March 14, 2023; replaced the Standard Terms and Conditions, Section 29.0, Facsimile Representations; and added Section 64.0, COVID-19 Vaccination of County Contractor Personnel;

WHEREAS, Amendment No. Six extended the Contract term effective March 15, 2023 through March 14, 2024;

WHEREAS, Amendment No. Seven extended the Contract term effective March 15, 2024 through March 14, 2025, and removed Section 64.0, COVID-19 Vaccination of County Contractor Personnel in its entirety;

WHEREAS, the purpose of this Amendment is to extend the Contract term effective March 15, 2025 through March 14, 2026, revise the Terms and Conditions and Statement of Work,

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, Section 7.0, Amendments and Written Notices; and

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. **CONTRACT, TABLE OF CONTENTS, PART II, STANDARD TERMS AND CONDITIONS,** is amended to add the following:

65.0 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

2. **PART I, UNIQUE TERMS AND CONDITIONS, SECTION 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS,** Section 1.2 is amended to read as follows:

1.2 Exhibits A, A-1, and B, B-1, B-2, C, D-1, E, F, G, H, I, J, K, L, M, N, O, P and Q set forth below, are attached to and incorporated by reference in this

3. **PART I, UNIQUE TERMS AND CONDITIONS, SECTION 2.0, TERM OF CONTRACT,** Subsection 2.2, Subsection 2.2.6 is added to read as follows:

2.2.6 The term of this Contract is extended for a period of one-year, effective March 15, 2025 through March 14, 2026, unless terminated earlier.

4. **PART I, UNIQUE TERMS AND CONDITIONS, SECTION 3.0, CONTRACT SUM,** Subsection 3.1, Subsection 3.1.5 is added to read as follows:

3.1.5 The Maximum Annual Contract Sum for the term effective March 15, 2025 through March 14, 2026 is \$500,000.

3. **PART II, STANDARD TERMS AND CONDITIONS, SECTION 18.0, CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT,** is amended as follows:

18.0 Consideration of Hiring GAIN/Start Participants

18.1 Should the Contractor require additional or replacement personnel after the effective date of the Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job opening with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

5. **PART II, STANDARD TERMS AND CONDITIONS, SECTION 55.0, TERMINATION FOR IMPROPER CONSIDERATION**, Subsections 55.2 is amended to read as follows:

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

6. **PART II, STANDARD TERMS AND CONDITIONS, SECTION 65.0, Contribution and Agent Declaration**, is added as follows:

65.0 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

7. Exhibit A, Statement of Work, is deleted in its entirety and replaced as attached hereto.
8. Exhibit B-1 (Line-Item Budget/Budget Narrative) and Exhibit B-2 (Monthly Services Invoice) are amended to add the extension term effective March 15, 2024 through March 14, 2026, as attached hereto.
9. Exhibit P, Contribution and Agent Declaration Form: Nonprofit Organizations, is added as attached hereto.

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

**AMENDMENT NUMBER EIGHT
IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN
CONTRACT NUMBER 18-4-038**

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

COUNTY OF LOS ANGELES

CONTRACTOR

BET TZEDEK LEGAL SERVICES

By: _____

By: _____

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

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

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

By: _____
David Beaudet, Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**IMMIGRATION LEGAL ASSISTANCE
FOR ABUSED AND NEGLECTED CHILDREN**

Table of Contents

<u>Section Title</u>	<u>Page</u>
1.0 PREAMBLE	1
2.0 OVERVIEW	1
3.0 DEFINITIONS.....	2
4.0 TARGET POPULATION.....	4
5.0 COUNTY'S RESPONSIBILITIES	4
6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES.....	5
7.0 STAFF REQUIREMENTS	6
8.0 SCOPE OF WORK.....	7
9.0 CONTRACTOR'S QUALITY ASSURANCE PLAN AND MONITORING.....	10
10.0 COUNTY'S QUALITY ASSURANCE MONITORING.....	11
11.0 GREEN INITIATIVES.....	11

SOW Exhibits

Exhibit A-1 Contract Discrepancy Report

Exhibit A-2 Quarterly Report

STATEMENT OF WORK

PREAMBLE

1.0 PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, sufficient and high-quality public services that promote the self-sufficiency, well-being and financial security of individuals, families, businesses and communities. One of the County's top major initiatives is immigration services. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and contracting agencies.

2.0 OVERVIEW

In Los Angeles County, an increasing number of children in the child welfare system have a need for immigration relief. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. For various reasons, these children may find themselves unable to reunify with their parent(s) or unable to return to their home countries. When this occurs, immigration relief is required to ensure their continued well-being in the United States. This unique immigration relief is known as Special Immigrant Juvenile Status (SIJS).

Los Angeles County is home to more than 10 million residents, including 2.3 million children. The Los Angeles County Department of Children and Family Services (DCFS) is one of the most sophisticated child welfare systems in the nation. The children's best interest is in the forefront of their adjudication cases. Unlike many jurisdictions, children in Los Angeles County are appointed counsel in the dependency court; however, these attorneys do not practice immigration law. As such, when a child needs assistance beyond the dependency court scope, DCFS works to ensure the rights of the children are protected. Often, in partnership with legal aid organizations, DCFS capably ensures that immigration needs and

interests of DCFS children remain addressed. Due to the shift in immigration practices at the federal level, immigrant children under DCFS jurisdiction now require more intensive and sophisticated legal assistance to ensure their rights and interests are protected. A legal service provider with expertise in immigration law, in collaboration with DCFS, County Counsel, and Children’s Law Center of California (CLCC) will address these needs for DCFS-supervised children.

In the past ~~four~~ five years, the DCFS Special Immigrant Status (SIS) Unit has filed as many as ~~439~~ 214 new SIJS applications per year. We anticipate that this increase will continue and that the current staffing resources that the contracted agency will no longer be able to meet the need. Further, over the last 10 years, it has become increasingly difficult to get approval on SIJS applications. Each application receives more scrutiny. In addition, a high number of SIJS applications involve children/youth involved in removal proceedings, increasing the complexity of the work. This increase in number of applications, the necessity for removal proceeding representation, and the increase in complexity of each case, requires more allocated resources from the contractor in order to effectively meet the needs of children/youth.

New SIJS Applications Filed Per Year

<u>2015</u> <u>2020</u>	<u>2016</u> <u>2021</u>	<u>2017</u> <u>2022</u>	<u>2018</u> <u>2023</u>	<u>2024</u>
421 <u>129</u>	430 <u>163</u>	159 <u>427</u>	439 <u>214</u>	<u>211</u>

*as of 3/1/24

In addition to the contract with Bet Tzedek, DCFS has secured pro-bono commitments from multiple clinics and agencies in the Greater Los Angeles Area. Although these agencies reduced the number of cases in need of attorneys, all of these agencies are currently near or at capacity and do not have the ability to accept additional cases. For 2023 and 2024, the unit has averaged 18 new SIJS referrals per month. In prior years, the average was approximately 13. Further, each application now takes years to adjudicate, whereas in the past, adjudication averaged under 6 months.

This contract will enable DCFS to continue the partnership with a legal organization to allow for continued success in establishing Permanent Legal Residence for DCFS children. DCFS continues to uphold child safety, permanency, and enable access to effective and caring services. The increase in funding will also assure that the contracted agency can service the increasing number of SIJS filings while navigating the complex legal needs that are ubiquitous in almost every SIJS filing, requiring more intense and additional legal representation.

Current Need

~~As of January 18, 2019, there are 267 active SIJS cases involving DCFS supervised children pending with the United States Citizenship and Immigration Services (USCIS), a component of the United States Department of Homeland~~

~~Security, including 165 cases in need of an immigration attorney. In addition, there are 63 cases with signed predicate orders that have not yet been filed with USCIS. There are 13 cases with pending signed predicate orders that have not yet been filed with USCIS, all of which are in need of an immigration attorney. In total, 202 children still need immigration attorney representation.~~

Current Need

	Pending SIJS cases with USCIS	Signed Predicate Order/ Not filed with USCIS	Pending Signed Predicate Order/ Not filed with USCIS	Total
Active Cases	267	63	13	343
Immigration Legal Assistance Secured	402	39	0	441
Immigration Legal Assistance NEEDED	165	24	13	202

~~*as of 1/18/19~~

~~Through this contract DCFS will partner with a non-profit legal services provider that will represent the DCFS supervised youth with active SIJS cases as of the date of execution as well as those new cases that come to DCFS's attention after the contract start date.~~

3.0 DEFINITIONS

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

- 3.1 Asylum** – The protection granted by a nation to someone who has left their native country as a political refugee.
- 3.2 Children’s Social Worker (CSW)** – The Social Worker employed with DCFS to manage caseloads for children who are under the supervision of DCFS.
- 3.3 Contract Discrepancy Report (CDR)** – A report prepared by the County’s Program Manager to inform Contractor of non-compliance.
- 3.4 Contractor’s Program Director (CPD)** – The Contractor’s employee who is responsible for overseeing the work to be performed by the Contractor as defined in the Contract.
- 3.5 Corrective Action Plan (CAP)** – A written plan that details a contractor’s

commitment to remedy deficiencies in the delivery of the contracted services as cited by the County.

- 3.6 County Program Managers (CPMs)** – The County representatives responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.7 Deferred Action for Childhood Arrivals (DACA)** - An administrative relief that protects from deportation any eligible immigrants who came to the United States as children. American immigration policy that allows some individuals who were brought to the United States illegally as children to receive a renewable two year period of deferred action of deportation and become eligible for a work permit in the U.S.
- 3.8 Plan** – A plan that demonstrates how the objectives for the contracted activities/services will be met. A continuous Quality Improvement Process Plan shall review and assure all requirements of the contract are met or exceeded.
- 3.9 Removal Proceedings** - Administrative proceedings to determine an undocumented person's removability from the United States and his or her eligibility for relief.
- 3.10 Request for Further Evidence (RFE)** – A request issued by the United States Citizenship and Immigration Services to petitioners for residency, citizenship, family visas, and employment visas because additional information and/or documentation is required before a decision can be made.
- 3.11 Special Immigrant Juvenile Status (SIJS)** – A way for minors currently in the United States to adjust their status to that of Lawful Permanent Resident despite their unauthorized entry or unlawful presence in the United States, which may make them inadmissible to the United States and/or create a hindrance to Adjustment of Status.
- 3.12 Special Immigrant Status (SIS) Unit** – The DCFS unit that provides countywide immigration services to DCFS children that are undocumented immigrant from any country who meet the criteria for Special Immigrant Juvenile Status according to the federal law.
- 3.13 Supervising Children's Social Worker (SCSW)** – The Supervisors employed with the DCFS to manage CSWs.
- 3.14 T-Visas** – A type of visa allowing certain victims of human trafficking and immediate family members to remain and work temporarily in the United States.
- 3.15 U-Visas** – A type of visa for victims of violent crimes such as domestic

violence, rape, severe physical assault, drive-by shooting, etc., who are willing to cooperate with law enforcement or other government agencies in the investigation and prosecution of the crime.

3.16 United States Citizenship and Immigration Services (USCIS) – A component within the U.S. Department of Homeland Security that administers the country's naturalization and immigration systems.

3.17 Violence Against Women Act (VAWA) - A means for battered and abused spouses (and certain parents and children) to obtain a green card without the cooperation of the U.S. citizen or permanent resident relative who is abusing them.

4.0 TARGET POPULATION

The target populations for immigration legal assistance services are DCFS supervised children in need of immigration assistance.

5.0 COUNTY'S RESPONSIBILITIES

5.1 The County shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor Program Director (CPD).

5.2 The CPM or designee will have full authority to monitor the Contractor's performance in the day-to-day operation of this Contract.

5.3 The CPM will provide direction to the Contractor in areas relating to DCFS policy, information, and procedural requirements.

5.4 The CPM is responsible for daily management of Contract operation and overseeing monitoring activities.

5.5 The Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

5.6 Overall project coordination between Contractor and County shall be through the CPM or designee and the CPD, authorized representative(s), or their designated alternates.

5.7 CPM is not authorized to make any changes to the terms and conditions of this Contract nor to obligate the County or DCFS in any way whatsoever beyond the terms of the Contract.

5.8 CPM has full authority to monitor and evaluate the Contractor's performance under this Contract.

5.9 CPM shall offer technical assistance and/or guidance to the Contractor in areas relating to County policy and procedural requirements in the performance of this Contract.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 Contractor shall designate a Contract Program Director (CPD) responsible for daily management of Contract operation and overseeing the work performed by Contractor.
- 6.2 CPD must be full-time staff dedicated to this Contract and shall have full authority to act for the Contractor on all matters related to the daily operations of Contract.
- 6.3 CPD shall be responsible for Contractor's day-to-day activities and shall coordinate with CPM as needed.
- 6.4 CPD, or alternate, must be available to receive telephone calls, pages, or emails between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, except on observed County holidays.
- 6.5 CPD must return CPM's telephone calls and email messages no later than the following business day, except on observed County holidays.
- 6.6 CPD must provide CPM or designee ~~monthly~~ quarterly and annual reports and any supporting documents requested by CPM, as specified in Section 8.0.
- 6.7 CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- ~~6.8 The County shall have the right to review and approve the CPD and any replacement by the Contractor.~~
- 6.9 The County shall have the right to remove the CPD and any replacement recommended by the Contractor.
- 6.10 For ~~FY 2018-2019~~, for all new cases requiring the completion of a predicate order the Contractor must, when necessary and appropriate, provide legal representation to DCFS children in need of Immigration Relief, to include, but not limited to, Special Immigration Juvenile Status, within 30 days or sooner if necessary depending on the facts of the case.
- 6.11 In addition to all reports described below in section 8.3, Contractor shall submit a written report within one business day of all special incidents that require immediate attention or action to the County Program Manager and, if necessary, to the child's attorney at CLCC.
- 6.12 Contractor shall keep records of any and all services performed for a period not less than seven (7) years following the expiration date of this Contract.

Evidence of services performed includes, but is not limited to:

1. Completed JV 356/367 forms;
2. Completed Requests for Further Evidence;
3. Completed Declarations;
4. Completed Notices of Intent to Deny;
5. Applications/petitions/motions and other legal documents filed on behalf of DCFS children in need of immigration relief, to include but not limited to, Special Immigration Juvenile Status, in state court, immigration court, with USCIS, or other appropriate venues;
6. Receipt notices for applications submitted to USCIS; and
7. Final orders or decisions.

7.0 STAFF REQUIREMENTS

Contractor's personnel shall be qualified staff with the background, experience, and expertise to provide the required services.

~~7.1~~ The Program Administrator shall be responsible for providing, but not limited to: assessing for and direct services to DCFS Children in need of immigration relief. ~~; including, but not limited to, Special Immigration Juvenile Status.~~

7.2 Agencies providing services under this contract shall meet the following minimum requirements unless approved by the CPM or designee.

- Is a California-based nonprofit legal service organization with 501(c)(3) status;
- Have at least three (3) years of experience handling Asylum, T-Visa, U-Visa, VAWA, DACA, and/or SIJS cases and has represented at least 25 individuals in these matters;
- Have experience in representing individuals in removal proceedings and asylum applications;
- Have experience in conducting trainings on Asylum, T-Visa, U-Visa, SIJS, VAWA, DACA, and/or removal proceedings to practitioners who are non-Contractor staff;
- Have experience in guiding and supervising the work of attorneys who do not regularly provide legal representation in the practice areas of Asylum, T-Visa, U-Visa, VAWA, DACA, or SIJS cases, but nevertheless work pro bono on these types of cases;
- Be accredited by the United States Department of Justice's Office of Legal Access Programs or meets the requirements to receive funding from the Trust Fund Program administered by the State Bar of California;
- Have the ability to provide legal services for new DCFS children in need of immigration relief cases, for the following types of immigration proceedings, including, but not limited to: Removal Proceedings,

asylum, T-Visa, U-Visa, VAWA, DACA, SIJS, or other available immigration remedies specified by Contractor; and

- Have the ability to provide legal services for DCFS children in all stages of the immigration relief process.

8.0 SCOPE OF WORK

During the term of this Contract, the Contractor shall provide the following legal services to DCFS consistent with the Statement of Work (SOW) and the terms of the Contract. The services to be provided shall include:

8.1 Legal Services Provided by Contractor

Upon receiving a referral from DCFS or an appointment order from the juvenile dependency court pursuant to Welfare and Institutions Code section 317(e) contractor will provide legal representation on immigration related issues for those identified youth.

8.1.1 Contractor agrees to contact and coordinate with DCFS, CLCC, the Dependency Court, local agencies, and community based organizations to facilitate Contractor's access to eligible DCFS children in need of immigration relief to offer them legal services pursuant to this Contract.

8.1.2 Contractor agrees to conduct a preliminary assessment, prior to the signing of an Agreement for legal representation for any DCFS child in need of immigration relief, to determine, if possible, that the Contractor possesses the necessary experience in the immigration status proceedings that may be available to the DCFS child.

8.1.2.1 Contractor agrees to assess all identified children for immigration representation and to provide representation if deemed appropriate.

8.1.3 Contractor agrees to provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters, and other support staff.

8.1.4 Contractor agrees to provide legal representation, for identified children, even if the cost of the representation, even if the cost of the representation exceeds the cost of the program. Contractor will subsidize the cost of the legal representation at no cost to the County.

8.1.5 Contractor agrees to obtain necessary releases of information from client at the onset of representation in order to provide DCFS with copies of documentation and correspondence received from USCIS.

8.1.6 Contractor agrees to provide competent legal services to DCFS children at all stages of the immigration relief process that include, but are not limited to:

8.1.6.1 Obtaining information and facts relevant to the represented DCFS child in need of Immigration Relief to properly assess and determine the appropriate immigration status or statuses for which the DCFS child may be eligible to apply;

8.1.8.2 Preparing for and attending interviews, depositions, mediations, arbitrations, settlement conferences and/or, administrative or judicial hearings as necessary and appropriate; and

8.1.8.3 Preparing and filing appropriate applications, documents, motions, and briefs.

8.1.8.4 Representing clients in removal proceedings

8.1.8.5 Assessing for and applying for any and all other types of relief such as U-Visas, T-Visa, Asylum, VAWA and DACA renewal.

8.2 Duration of Legal Services Provided by Contractor

8.2.1 Contractor agrees, except as specified in this section, to provide all necessary and appropriate legal services to a qualifying DCFS child in need of Immigration Relief and shall continue representation even if such representation exceeds the duration of this contract. Contractor agrees to continue the representation until the DCFS child has been awarded legal status, has exhausted all of his/her opportunities for appeal, or the Contractor has otherwise satisfied the requirements to provide complete legal services as determined by the dependency court. In the event that the DCFS child in need of Immigration Relief is not satisfied with any or all decisions, representation shall continue until the court or the non-minor dependent instructs the Contractor to withdraw from representation, replaces the Contractor with another representative or attorney, or no longer wants to pursue the filing of an appeal of any or all of the decisions to the highest administrative or judicial tribunal. In the event that an appeal is filed, representation continues, pursuant to this Contract, until a final decision is rendered by the highest tribunal in which the DCFS child in need of Immigration Relief authorized the Contractor to file an appeal.

8.2.2 The Contractor may terminate legal services with the DCFS child in need of Immigration Relief, pursuant to this Contract and in accordance with the requirements of Section 8.3. In the event Contractor subsequently discovers, after conducting a preliminary assessment in accordance with Section 8.1.2, and the signing of an Agreement for legal representation with a DCFS child, that the DCFS child may qualify to apply for an immigration status in which the Contractor does not possess the necessary experience to apply on behalf of the DCFS child or represent the DCFS child in the applicable immigration proceedings.

~~A child under age 18 only by filing and having granted in the dependency court, a request to be relieved.~~

8.2.3 The Contractor may terminate legal services with the non minor youth age 18 and over by filing, in the dependency court and having granted, a request to be relieved DCFS child in need of Immigration Relief through a termination letter with no less than thirty (30) days' notice if the DCFS child repeatedly fails to appear for appointments or communicate with the Contractor. The Contractor must make every effort to contact or find the DCFS child at all available phone numbers, addresses, and contacts and by contacting the CLCC attorney assigned to represent the DCFS child. The Contractor must document its efforts in writing in the applicable file of the DCFS child before the Contractor sends the thirty (30) days' notice of termination of legal services due to a lack of contact.

8.2.4 The DCFS child in need of Immigration Relief may terminate legal services with the Contractor at any time and the Contractor must immediately formally withdraw from its representation, in accordance with Section 8.3, as long as withdrawal does not prejudice the DCFS child's legal case in any way.

8.2.5 In the event that the Contractor agrees to provide legal services to a DCFS child in need of Immigration Relief that was previously represented and provided legal services by another organization, Contractor shall provide legal services in accordance with Sections 8.1 and 8.2.1.

8.4 Termination of Legal Representation of a DCFS Child in need of Immigration Relief

In the event Contractor or the DCFS child in need of Immigration Relief determines that legal services need to be terminated pursuant to Sections 8.2.2, 8.2.3, or 8.2.4, Contractor shall, no more than five (5) days after the termination of the legal representation of the DCFS child, provide the following:

8.4.1 Written notification to the DCFS Program Manager;

8.4.2 The DCFS child in need of Immigration Relief's alien number of the issued by the U.S. Department of Homeland Security;

8.4.3 An explanation of the basis for Contractor's inability to continue to provide legal services pursuant to this Contract;

8.4.4 If applicable, identification of another nonprofit legal services organization that has agreed to provide legal services to the DCFS child in need of Immigration Relief; and

8.4.5 Certification that Contractor shall provide proper notification to the applicable administrative and/or judicial tribunal that the Contractor shall no longer be representing the DCFS child in need of Immigration Relief.

8.6 REPORTS REQUIREMENTS

Quarterly and Annual Reports

- 8.6.1** Contractor shall develop and submit quarterly reports to DCFS, indicating the current active case count & case status, work and activities performed, such as the preparing and filing of appropriate documents, motions, and briefs, and any additional information requested by the CPM.
- 8.6.2** A quarterly report shall be submitted to the CPM within fifteen (15) business days from the end of each quarter.
- 8.6.3** Contractor shall provide the CPM an electronic annual report within thirty (30) days of the end of the contract year in a format approved by the CPM. The report shall include successes, areas for improvement, and outcome of trainings, consultations and any additional information requested by the CPM.
- 8.6.4** Contractor shall include in the reports copies of any Corrective Action Plans (CAP) (See Section 3.0 Definitions) issued during the previous month and notes on any changes to internal processes, policies or procedures required to comply with any CAPs.
- ~~**8.6.5** The monthly reports shall be submitted to the CPM within ten (10) business days from the end of the month in a format approved by the CPM.~~
- 8.6.6** Contractor shall provide updates to County Program Manager and County Program Monitor on individual cases as requested.

9.0 CONTRACTOR'S QUALITY ASSURANCE PLAN AND MONITORING

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) approved by the CPM to assure the requirements of the Contract are met. An approved copy must be provided to the CPM upon request after the Contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

- 9.1** Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the SOW. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable
- 9.2** Methods for insuring uninterrupted service to the County in the event of a strike by Contractor's employees or any other potential disruption in service.
- 9.3** The Contractor shall not utilize any employee or subcontractor whose work

has been deemed deficient and/or unacceptable by the CPM.

- 9.4** The Contractor shall establish and maintain a Continuous Quality Improvement Process Plan to periodically review and assure all requirements of the Contract are met or exceeded. A current copy of the Continuous Quality Improvement Process Plan approved by the CPM must be provided to CPM for review and approval upon commencement of the Contract and as updated thereafter.
- 9.5** The QAP shall include, but is not limited to, manuals that contain data for all training components defined herein.
- 10.6** The plan shall include an identified monitoring system covering all the services, Performance Requirements Summary, as well as methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the QAP:
- Activities to be monitored to ensure compliance with all SOW requirements;
 - Monitoring methods to be used;
 - Frequency of monitoring;
 - Samples of forms to be used in monitoring;
 - Title/level and qualifications of personnel performing monitoring functions; and
 - File of all monitoring results, including any corrective action taken.

11.0 COUNTY'S QUALITY ASSURANCE MONITORING

The County or its agent shall evaluate the Contractor's performance under this Contract on an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards.

- 11.1** The CPM or designee will monitor Contractor performance under this Contract using the CPM approved QAP specified in this SOW.
- 11.2** Contractor shall work with CPM to quickly resolve any issues that emerge regarding Contractor's performance.
- 11.3** Contractor shall meet monthly and as needed with CPMs to discuss QAP.
- 11.4** Contractor shall: 1) immediately notify CPM of any difficulty, problem, or incidents which may impact or delay the progress or completion of work; and 2) work with each CPM to resolve such issues to avoid further problems.
- 11.5** Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the

Contractor's Program Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor. The CPM will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit A-1. Upon receipt of this document, the Contractor is required to respond in writing to the CPM within five (5) business days, acknowledging the reported discrepancies or present contrary evidence. The Contractor shall submit a plan to address and correct all deficiencies identified in the Contract Deficiency Report to the CPM within ten (10) business days of receipt of the Contract Deficiency Report.

12.0 GREEN INITIATIVES

- 12.1** The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 12.2** The Contractor shall notify CPM of the Contractor's proposed green initiative outline in their proposal and any new green initiatives prior to the Contract commencement.

15.0 OUTCOME MEASURES

Performance Outcome Summaries as follows:

Performance Requirement Summary

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
1.	For all new cases requiring the completion of a predicate order the Contractor must, when necessary and appropriate, provide legal representation to DCFS children in need of Immigration Relief, to include, but not limited to, Special Immigration Juvenile Status, within 30 days or sooner if necessary depending on the facts of the case (Section 6.10).	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
2.	Contractor shall submit a written report within one business day of all special incidents that require immediate attention or action to the County Program Manager and, if necessary, to the child's attorney at CLCC (Section 6.11).	Standard : 100 % compliance	Written notification	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
3.	Contractor shall contact and coordinate with DCFS, CLCC, the Dependency Court, local agencies, and community based organizations to facilitate Contractor's access to eligible DCFS children in need of immigration relief to offer them legal services pursuant to this Contract (Section 8.1.1).	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
4.	Contractor shall provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters, and other support staff (Section 8.1.2 3).	Standard : 100% compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
5.	<u>Contractor shall provide competent legal services to DCFS children at all stages of the immigration relief process that include, but are not limited to: Obtaining information and facts relevant to the represented DCFS child in need of Immigration Relief to properly assess and determine the appropriate immigration status or statuses for which the DCFS child may be eligible to apply; Preparing for and attending interviews, depositions, mediations, arbitrations, settlement conferences and/or, administrative or judicial hearings as necessary and appropriate; and Preparing and filing appropriate applications, documents, motions, and briefs. Representing clients in removal proceedings. Assessing for and applying for any and all other types of relief such as U-Visas, T-Visa, Asylum, VAWA and DACA renewal (Section 8.1.5).</u>	<u>Standard: 100% compliance</u>	<u>Quarterly and annual reports</u>	<u>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction</u>

6.	Contractor shall provide all necessary and appropriate legal services to a qualifying DCFS child in need of Immigration Relief and shall continue representation even if such representation exceeds the duration of this contract. Contractor shall continue the representation until the DCFS child has been awarded legal status, has exhausted all of his/her opportunities for appeal, or the Contractor has otherwise satisfied the requirements to provide complete legal services as determined by the dependency court (Section 8.2.1).	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
7.	Contractor shall notify the DCFS PM in writing within five (5) days after the termination of the legal representation of the DCFS child and provide any appropriate documents to the PM within 30 days (Section 8.2.4.1).	Standard : 100 % compliance	Written notification	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
8.	Contractor shall provide appropriate notification to any administrative or judicial tribunal that Contractor is no longer representing the DCFS child (Section 8.2.4.2).	Standard : 100 % compliance	Written notification	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction
9.	<p>Contractor shall develop and submit quarterly and annual reports to DCFS, indicating the current active case count & case status, work and activities performed, such as the preparing and filing of appropriate documents, motions, and briefs, and any additional information requested by the CPM.</p> <p>A quarterly report shall be submitted to the CPM within fifteen (15) business days from the end of each quarter. The first quarter shall begin on the first month of contract execution, whether partial or whole, and shall include two subsequent months (Sections 8.3.1 & 8.3.2).</p>	Standard : 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction

BET TZEDEK LEGAL SERVICES
Immigration Legal Assistance for Abused & Neglected Children
12-month Project Budget

March 15, 2025 - March 14, 2026

PERSONNEL EXPENSES	FTE	PROGRAM COST	*DCFS GRANT SHARE
<i>Salaries</i>			
Directing Attorney	0.28	\$ 40,131	\$ -
Attorneys	3.00	290,287	193,546
Hearing Representative	1.00	79,352	59,514
Administrative Assistant	1.00	75,578	55,677
TOTAL SALARIES	5.28	\$ 485,347	\$ 308,737
<i>Total Fringe Benefits @ 27%</i>		<u>131,044</u>	<u>83,359</u>
TOTAL PERSONNEL COSTS		\$ 616,391	\$ 392,096
NON-PERSONNEL EXPENSES			
Program Costs		14,798	9,809
Facilities		95,390	35,780
Operations		12,030	9,607
Staff Development		8,500	3,274
Travel and Parking Expense		3,600	2,256
Printed Materials		2,668	1,769
TOTAL NON-PERSONNEL		\$ 136,986	\$ 62,495
INDIRECT @ 10%		<u>\$ 75,338</u>	<u>\$ 45,409</u>
TOTAL EXPENSES		<u><u>\$ 828,715</u></u>	<u><u>\$ 500,000</u></u>

DCFS IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN

Budget Narrative 2025-2026

Bet Tzedek Legal Services

Bet Tzedek is submitting a 12-month budget for the program (3/15/25 to 3/14/26). The budget includes personnel required to complete the program, and non-personnel expenses including facilities and administrative costs.

Personnel

Position titles, percentage of time to be spent on program, and salary to program are listed for each proposed position in the line-item budget. The proposed staff costs are based on an estimate of the percentage of full-time each staff member will spend on this program (full-time equivalence or FTE) multiplied by their annual salary amounts.

Bet Tzedek program staff track their time entries in a case management system in increments of 1/10th of an hour. Time entries are reviewed and approved by direct supervisors and twice per month are submitted to Human Resources and Finance to assign current pay rates to hours and funders across all agency programs.

Fringe benefits and payroll taxes are calculated at a rate of 27% of salary. This percentage includes payroll taxes; medical, dental and vision insurance; worker's compensation; pension and life insurance.

Program Staff Salaries

One full-time Staff Attorneys and two half-time attorneys totaling 200% FTE in the amount of \$193,546. The Attorneys will provide direct legal services to clients.

One Hearing Representative at 75% FTE in the amount of \$59,514. The Hearing Representative will provide direct legal services to clients.

One Administrative Assistant at 75% FTE in the amount of \$55,677.

Fringe Benefits

Fringe Benefits for all staff listed, calculated at 27% of salaries, total \$83,359.

Non-Personnel

Program Costs in the amount of \$9,809 represents a pro-rata share based on FTE of program staff; program costs include expenses such as bar dues, books and library, court filing and research and e-filing subscriptions.

Facilities costs in the amount of \$35,780 represents a pro-rata share based on FTE of program staff; costs include facility lease; information technology service providers, offsite backup, computer supplies and equipment costs of less than \$1,000 and repairs and maintenance.

Operations in the amount of \$9,607 represents a pro-rata share based on FTE of program staff. These costs include office supplies, staff meeting costs, annual financial statement audit, payroll processing fees, and other small miscellaneous costs.

Staff Development costs in the amount of \$3,274 is the estimated cost of trainings specific to this program.

Travel and Parking expenses totaling \$2,256 is based on estimated mileage and parking expenses of program staff.

Printed materials of \$1,769 is an estimate of costs incurred for photocopying and mailing documents for legal filings.

**County of Los Angeles
Department of Children and Family Services
Child Protection Hotline/Out of County Services Division
Attn:
Address:**

Business Name:
Address:
City, State, Zip Code:
Program Name:

Date:
Invoice No:
Billing Month:
Contract Term:
TIN #:

INVOICE	
Total Monthly Billed Amount	Year to Date Expenses
\$ _____	\$ _____

Personnel:

Salaries:

Employee Name	Employee Title	FTE	Number of Hours			Total Amount Billed	Year to Date Amount Billed
			SJS:	Removal Defense:	Other:		
Total:							

Total Fringe Benefits @ 27%:	\$ _____	Year to Date Expenses:
		\$ _____
Total Personnel Costs:	\$ _____	\$ _____
Non-Personnel Expenses:		
Program Costs:	\$ _____	
Facilities:	\$ _____	
Operations:	\$ _____	
Staff Development:	\$ _____	
Travel and Parking Expenses	\$ _____	
Printed Materials	\$ _____	
Total Non-Personnel:	\$ _____	\$ _____
INDIRECT @ 10%:	\$ _____	
Total Amount Due:	\$ _____	

Budgeted Amount: \$ _____
Year to Date Expendi: \$ _____
Total Amount Availal: \$ _____

CERTIFICATION
I certify, under penalty of perjury, that this invoice is true in all respects.

For DCFS Program Manager Only

1st Level Approval	Date:
Approver Name: _____	Date: _____
2nd Level Approval	
Approvers Name: _____	



Contribution and Agent Declaration Form: Nonprofit Organizations

This form must be completed by nonprofit applicants for a license, permit, contract or other entitlement for use from the County of Los Angeles ("County"). Pursuant to the Levine Act (Government Code section 84308), members of the Board of Supervisors and other elected and appointed County officers are disqualified from and unable to participate in certain proceedings – including those involving certain contracts if the County officer received more than \$250 in the past 12 months contributions from the applicant, any paid agent of the applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your organization, and agents paid to represent you or your organization. Failure to complete this form in its entirety may result in delays in the processing of, and perhaps even denial of, your application.

Complete each section below. State "none" if applicable.

A. APPLICANT INFORMATION

1) Name of nonprofit organization:

2) Does your nonprofit organization have a parent, subsidiary, or related organization, including a related political organization or committee? If yes, name the organization(s).

3) Name(s) of your nonprofit organization's compensated officers and the members of your Board of Directors who receive compensation for their service:

B. AGENT INFORMATION

4) Name(s) of paid employees, and/or any other paid representative (such as an attorney or lobbyist), who have communicated or will communicate with the County about this license, permit, contract or other entitlement for use:

5) Does the individual completing this form currently receive, or will the individual receive in the future, compensation from the nonprofit organization to communicate with the County about license, permit, contract or other entitlement for use?

YES NO

This material is intended for use by applicants for a license, permit, contract or other entitlement for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you and your organization, you should call your lawyer or contact the Fair Political Practices Commission for further guidance at 1-866-ASK-FPPC (1-866-275-3772) or advice@fppc.ca.gov.



Contribution and Agent Declaration Form: Nonprofit Organizations

C. CONTRIBUTIONS

- 6) Did you or any of the individuals or organizations named above make a contribution in the past 12 months to any County Supervisor, another elected County officer, or any other County officer or employee that, when added together, is more than \$250?

YES NO

If yes, provide the following information for each contribution. Attach additional pages if necessary.

Name of Contributor: _____

Amount of Contribution: _____

Date of Contribution: _____

By signing this Contribution and Agent Declaration form, you attest that you made a reasonably diligent investigation regarding the organization that is seeking a license, permit, contract or other entitlement for use, and that the responses to the questions in this Contribution and Agent Declaration form are true and correct to the best of your knowledge and belief.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if your organization hires an agent during the course of these proceedings and will compensate them for communicating with the County about this license, permit, contract or other entitlement for use, you or your organization will inform the County of the identity of the agent and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer, or any other County officer or employee by you, the organization, its agents, and its employees who have communicated or will communicate with the County about this license, permit, contract or other entitlement for use after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, contract or other entitlement for use.

Name

Signature

Date

This material is intended for use by applicants for a license, permit, contract or other entitlement for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you and your organization, you should call your lawyer or contact the Fair Political Practices Commission for further guidance at 1-866-ASK-FPPC (1-866-275-3772) or advice@fppc.ca.gov.

SOLE SOURCE CHECKLIST

Department Name: _____

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

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

_____ Chief Executive Office

_____ Date

SOLE SOURCE JUSTIFICATION

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

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

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

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

1. What is being requested?

The establishment of a sole source contract with Bet Tzedek to continue to provide immigration legal services through the Immigration Legal Services for Abused and Neglected Children contract. The County will be conducting a Request for Proposals solicitation and establishing a sole source contract will ensure continuity of this service.

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

In Los Angeles County, a number of children in the child welfare system have a need for immigration relief. These children, often brought to the United States by their families fleeing violence and oppression in their home countries, have found themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. For various reasons, these children may find themselves unable to reunify with their parent(s) or unable to return to their home countries. When this occurs, immigration relief is required to ensure their continued well-being in the United States. This unique immigration relief is known as Special Immigrant Juvenile Status (SIJS).

Immigration legal services for children involved with the child welfare systems includes, but is not limited, to providing legal representation to clients screened by the Department of Children and Family Services (DCFS) through SIJS filings, Removal Proceedings, asylum, T-Visa, U-Visa, VAWA, DACA, SIJS, or other available immigration remedies to meet the needs of the client referred by DCFS.

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

The Immigration Legal Services for Abused and Neglected Children contract has been in place between DCFS and Bet Tzedek since 2019. While there are many agencies that provide immigration legal services to children in Los Angeles County, Bet Tzedek’s expertise working with the very complex legal needs of children and youth who have experienced abuse and/or neglect make their “brand” a standout. As well, Bet Tzedek provides immigration legal representation to children and youth

impacted by abuse and/or neglect beyond their 18th birthdays, until the immigration legal matters are completely resolved.

4. Have other product/vendors been considered?

Other vendors have been considered to provide immigration legal services for children who have experienced abuse and/or neglect. However, other agencies do not have the expertise Bet Tzedek has with this very specific population.

5. Will purchase of this product avoid other cost?

The Immigration Legal Services for Abused and Neglected Children contract will continue to avoid other cost for Los Angeles County. When children obtain legal status in the country, they are afforded many opportunities such access to post-secondary education, financial assistance, legal employment, and the ability to live freely without the threat of deportation.

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

The expertise Bet Tzedek has working with children involved with the child welfare system makes their services to Los Angeles County proprietary.

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

Bet-Tzedek provides significant pro bono legal services to the children referred to this program. Bet-Tzedek will be receiving \$500,000 from Los Angeles County, but the actual cost of the service per client is approximately \$5,000- \$10,000 depending in complexity. The unit receives between 150 and 200 cases per year which could be an expense of up to \$2,000,000 to the county should each case be assigned to individual contracted attorneys. Currently Bet-Tzedek is representing a total of 244 DCFS clients.

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

The Immigration Legal Services for Abused with Bet Tzedek will cost \$500,000 annually.

Approval Signature: _____ Date: _____



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



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

BRANDON T. NICHOLS
 Director

JENNIE FERIA
 Chief Deputy Director

October 30, 2024

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

From: 
 Brandon T. Nichols
 Director

NOTICE OF INTENT TO EXTEND THE SOLE SOURCE CONTRACT FOR IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN SERVICES WITH BET TZEDEK LEGAL SERVICES

In compliance with Board Policy 5.100, Sole Source Contracts, this is to notify the Board that the Department of Children and Family Services (DCFS) intends to extend the sole source contract, approved by the Board in a Motion adopted on November 13, 2018, for Immigration Legal Assistance Services for Abused and Neglected Children. The initial contract with Bet Tzedek Legal Services was executed on March 15, 2019, for a one-year term, with two one-year options to extend. Subsequently, a Board letter adopted on February 15, 2022, delegated authority to the Director of DCFS to extend the contract term for one-year, with two optional one-year periods through March 14, 2025.

In accordance with Board Policy 5.100, County departments must provide advance written notice and justification to the Board for amendments to extend existing contracts when departments do not have delegated authority to execute such amendments.

JUSTIFICATION

The current contract will expire on March 14, 2025. The contract with Bet Tzedek Legal Services will be amended to extend the term. The new term will be effective March 15, 2025 through June 30, 2026. The Maximum Contract Sum will be \$625,000, financed using 100 percent 2011 State Realignment funds. The contract extension will allow DCFS time to complete a Request for Proposals solicitation for a replacement contract.

The Honorable Board of Supervisors
October 30, 2024
Page 2

DCFS will proceed with the sole source contract negotiations within four weeks of this notification, unless otherwise instructed by the Board Office.

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

BTN:LM:CMM:RW
LTI:CP:MP:mg

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



Office of Child Protection
Overview of New Strategic Plan Roadmap
Presentation to the Family & Social Services Cluster
January 8, 2025

OVERVIEW OF PRESENTATION

- “Reimagining the OCP” Board Motion
- Blue Ribbon Commission on Child Protection recommendations and status
- OCP role and accomplishments to date
- Strategic Plan Roadmap
- Q&A/Discussion

Reimagining the OCP Board Motion

- June 4, 2024 Board motion directed OCP to report back in 180 days on:
 - A review of the original vision and intent for the OCP based on the April 18, 2014, recommendations made by the Blue Ribbon Commission on Child Protection, including the status of the BRCCP recommendations
 - A list of OCP accomplishments
 - A five-year strategic plan and framework focused on child and family well-being
 - Recommendations on expanding OCP's scope and possible restructuring to include CalAIM redesign, health integration with behavioral health and substance use, homelessness and housing services, access to social services, etc., as well as recommendations for new nomenclature
- Report-back submitted to the Board on December 4, 2024

Blue Ribbon Commission on Child Protection (BRCCP) Recommendations for OCP

- Original vision and intent for OCP recommended by the BRCCP:
 - “Establish an entity to oversee one unified child protection system”
 - BRCCP recommended creation of the “Office of Child Protection” to be: “ **... responsible and accountable for the well-being of the child as a whole and that this entity have no other competing responsibilities. This entity must have the authority to recommend to the Board movement of resources and staff across relevant County departments.**”

- On June 10, 2014, the Board adopted recommendations from the BRCCP final report and took action to establish OCP as a separate entity reporting directly to the Board and located with the Executive Office
 - Of note, BRCCP recommendations related to giving OCP oversight and authority over financial and staffing resources for all relevant departments were not adopted by the Board, as CEO’s analysis at that time identified statutory barriers to transferring this authority to the OCP

OCP Mission and Current Strategic Plan

- OCP's mission is to ***lead a broad partnership that implements meaningful solutions to improve the lives of children and families***
- OCP's current work is driven by our [Strategic Plan](#), which adopted many of the BRCCP's recommendations, Board directives, and strategies we developed to address emerging opportunities and problems
 - Current Strategic Plan categorizes our work across five goal areas
 - Prevention
 - Safety
 - Permanency
 - Well-being
 - Cross-cutting approaches

OCP's Role

- Network convener
- Consensus-builder
- Identifier of structural problems
- Facilitator of improvements
- Clarifier of issues
- Aligner of operational concerns
- Negotiator of multiagency barriers
- Evaluator of child protection and child/family wellbeing outcomes
- Strategic planner
- Partner to community, philanthropy, and other stakeholders

So that vulnerable children and families in Los Angeles County can get the supports needed to promote their safety and well-being

Status of BRCCP Recommendations

- Of the BRCCP's 66 total recommendations, 51 are under the OCP's purview; of those, 100% are being implemented or have been completed
 - Tables 1 and 2 of our report-back (pp. 3-22) show the status of each recommendation area
- Of note, many of the systemic improvements require ongoing monitoring and implementation by OCP and partners

OCP's Accomplishments To Date and Tracking Our Work

- Report-back includes a table of key accomplishments to date, followed by summary descriptions (pp. 24-44, plus Attachment A for our role in prevention to support child and family well-being)
- OCP promotes transparency and accountability through quarterly progress reports to the Board on our work – 34 quarterly reports have been submitted to date and are available to the public on our [website](#)

OCP's Accomplishments To Date:

Key Highlights

➤ Key highlights:

- Developed and implemented the 2017 Countywide Prevention Plan
- Developed and implemented the “Hotline to Helpline” project
- Reviews child fatalities/near fatalities, makes recommendations for systems improvements, and provides oversight of implementation
- Developed and funded ERIS, an application to fast-track access to relevant data to better inform child abuse and neglect investigations
- Played a major role in establishing DCFS’s 1) upfront family-finding program countywide and 2) Placement Stabilization Team and supporting its capacity expansion
- Developed and supported the implementation of recommendations around improving permanency for children and youth in foster care
- Leads the Board-created [Education Coordinating Council](#) to improve educational outcomes for youth involved in the child-welfare and juvenile-justice systems

OCP's Accomplishments To Date: *Key Highlights (continued)*

- Key highlights (continued):
 - Strengthened the Medical Hub system for DCFS-involved youth
 - Enhanced coordination and teaming through data exchange and access to medical information to support healthcare coordination for youth in foster care
 - Coordinates countywide efforts on the administration of psychotropic medications to system-involved youth, which includes creation of the groundbreaking Youth Engagement Worksheet(YEW)
 - Established the Creative Wellbeing initiative, which delivers strengths- and arts-based interventions and programming in schools, at care facilities, and to youth and youth-serving adults across the County
 - Strengthened and provides backbone support for the state-mandated System of Care partnership for child/youth/family-serving departments
 - Led the County's Short-Term Residential Therapeutic Program (STRTP) Task Force and subsequent responses to Board directives on addressing the issues of youth in foster care with complex care needs
 - Leads efforts to maximize Medi-Cal and CalAIM for children and families
 - Promotes information- and data-sharing to improve systems and care coordination for children and families

Process for Developing Recommendations on OCP's Scope and Strategic Plan Roadmap

Process

- Conducted an internal assessment of the key levers for our successes, barriers to our work, and other County bodies involved in child and family well-being and child welfare
- Sought input from key stakeholders—including Board offices; leadership from County departments, commissions, and initiatives; community partners including providers, advocacy organizations, and non-County public agencies; and lived experts—through interviews and listening sessions
- Conducted a meta-analysis of community input from recent listening sessions organized through prevention-focused efforts

Key Themes

- Focus on systems change
- Scope – child and family well-being, especially for those who are most vulnerable
- Role – strategic alignment, supporting and tracking implementation of multiagency collaboratives, and leading systems change

Overview of Strategic Plan Roadmap

- Given the short timeframe in which to both obtain feedback from key stakeholders and develop a new strategic plan, OCP submitted for the Board's consideration a new Strategic Plan Roadmap (Attachment D of the report-back)
- **Reframing Our Approach** Utilizing targeted universalism, OCP will work to strengthen overall child and family well-being outcomes in LA County with focused strategies to better support children and families impacted by, or at risk of involvement with, the child welfare system
- **Reframing Our Role** OCP will serve as the County's lead on centralized policy advocacy and systems-change specifically for child and family well-being priorities
- **Three Proposed Focus Areas**
 - 1) *Strengthen the capacity of and access to community-based resources* so that families can get what they need before touching County safety-net programs
 - 2) *Enhance the state-required Children and Youth System of Care partnership in Los Angeles County to increase shared responsibility/accountability* across child- and youth-serving departments
 - 3) *Work toward behavioral health integration and improved health outcomes for children and youth*, particularly those who are systems-involved

Overview of Strategic Plan Roadmap (continued)

➤ ***Tracking Our Work and Impact***

- Regular policy presentations to the Board on child/family well-being and child-welfare priorities and recommendations
- An annual report to the Board of Supervisors on the implementation of these priorities
- An annual stakeholder meeting to keep partners informed and receive feedback

➤ ***Next Steps***

Once the Board reviews, provides feedback on, and adopts this roadmap, OCP will:

- Catalogue its existing projects/work to identify any projects that may no longer fit with the newly adopted roadmap and priority focus areas adopted by the Board
- Engage community and County partners to develop, enhance, or refine specific objectives and performance metrics in a final five-year Strategic Plan
- Work with the Board and CEO, once the Strategic Plan is approved, to identify and secure any needed resources, including potentially additional staffing items and funding, to successfully implement the new Plan

Questions & Discussion





COUNTY OF LOS ANGELES OFFICE OF CHILD PROTECTION

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 893-2010

MEMBERS OF THE BOARD

HILDA L. SOLIS
HOLLY J. MITCHELL
LINDSEY P. HORVATH
JANICE HAHN
KATHYRN BARGER

JUDGE MICHAEL NASH (RET.)
EXECUTIVE DIRECTOR

December 4, 2024

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

FROM: Judge Michael Nash (Ret.), Executive Director, Office of Child Protection

REPORT-BACK ON THE JUNE 4, 2024, BOARD MOTION “REIMAGINING THE OFFICE OF CHILD PROTECTION”

On June 4, 2024, the Board of Supervisors passed a motion entitled, “Reimagining the Office of Child Protection (OCP).” The motion called for a report-back in 180 days on the following:

1. A review of the original vision and intent for the OCP based on the April 18, 2014, recommendations made by the Blue Ribbon Commission on Child Protection (BRCCP), including the status of the BRCCP recommendations
2. A list of OCP accomplishments
3. A five-year strategic plan and framework focused on child and family well-being
4. Recommendations on expanding OCP’s scope and possible restructuring to include CalAIM redesign, health integration with behavioral health and substance use, homelessness and housing services, access to social services, etc., as well as recommendations for new nomenclature

Lastly, the motion directed OCP to collaborate with the Los Angeles County Prevention & Promotion Systems Governing Committee (PPSGC), System of Care (SOC) partners, and other stakeholders; and directed all County departments participating in the SOC to work with the OCP to fully implement this work.

This report contains a chart of the BRCCP's recommendations and their status. It also contains a description of OCP accomplishments, including its prevention work, along with a roadmap to a new strategic plan that is currently a work in progress.

As the report will show, OCP's ongoing efforts already include work with others on CalAIM and health integration, and collaboration with many entities, including PPSGC and the SOC. With respect to the SOC, OCP has assumed a backbone-support role to develop the effort into a more active and meaningful one. The last directive of the Board will be a great help to OCP in further facilitating this backbone-support role.

Original Vision and Intent for OCP

In the final report of the BRCCP, [*The Road to Safety for Our Children*](#), two key recommendations were to "establish an entity to oversee one unified child protection system," and for that entity to create a strategic plan for the work it will focus on. The BRCCP recommended creation of the "Office of Child Protection" to be:

"... responsible and accountable for the well-being of the child as a whole and that this entity have no other competing responsibilities. This entity must have the authority to recommend to the Board movement of resources and staff across relevant County departments."

On June 10, 2014, the Board adopted the recommendations contained within that BRCCP final report and took action to establish OCP as a separate entity reporting directly to the Board and located within the Executive Office. Child protection and the work of the OCP is one of the Board's nine Board-directed priorities. In October 2016, OCP submitted to the Board its [*Countywide Child Protection Strategic Plan*](#), which categorizes the work across five goal areas: prevention, safety, permanency, well-being, and cross-cutting approaches. It has submitted quarterly updates on its progress since August 1, 2016.

As described in its 2016–2026 Strategic Plan, OCP's mission is to **lead a broad partnership that implements meaningful solutions to improve the lives of children and families**. OCP's current work is driven by our Strategic Plan, which adopted many of the BRCCP's recommendations, Board directives, and strategies we developed to address emerging opportunities and problems.

Status of BRCCP Recommendations

Of the BRCCP's 66 total recommendations, 51 are under the OCP's purview. Of those, 100% are being implemented or have been completed. Table 1 and Table 2 on the following pages show the progress and status of each recommendation, including those not under OCP's purview and/or not adopted by the Board of Supervisors as they relate to OCP's authority. (Page numbers in these tables refer to the item's location in the BRCCP's Final Report.) Of note is the fact that many of the systemic improvements require ongoing monitoring and implementation by OCP and partners.

Table 1. Status of BRCCP Recommendations Under OCP Purview

BRCCP Recommendation	Progress To Date	Status
ADMINISTRATIVE		
Adopt the BRCCP's Interim Report recommendations (p. 20)	The Board of Supervisors (BOS) adopted the BRCCP's Final Report on June 10, 2014.	Completed
Establish an Oversight Team to oversee implementation of the BRCCP's recommendations, identify crucial services, and provide monthly updates to the BOS (p. 35)	The Transition Team was established on June 10, 2014, to oversee the BRCCP implementation and was sunsetted on March 17, 2015, once the OCP was operational.	Completed
Establish the Office of Child Protection to oversee one unified child protection system (p. 13)	The OCP was operationalized in February 2015, and the Executive Director began on January 4, 2016.	Completed
Articulate a countywide mission statement to prioritize and improve child safety (p. 11)	The following mission statement was developed by County departments and adopted by the BOS on March 24, 2015: <i>Protect our children, support our families, and champion their success.</i>	Completed
Oversee a joint strategic planning process (p. 13)	The OCP convened over 500 stakeholders from across the County to gather input; the 10-year Strategic Plan was submitted to the BOS on October 20, 2016.	Completed
Review all recommendations for protecting children and oversee the implementation of appropriate proposals (p. 13)	This process was incorporated into the development of a joint strategic plan.	Completed
Regularly assess the County's progress and report findings to the BOS (p. 15)	The OCP reports progress on the Countywide Child Protection Strategic Plan quarterly to the BOS.	Completed & Ongoing

BRCCP Recommendation	Progress To Date	Status
ADOPTED BY THE BOS AS VALUES		
All relevant County departments work together and with the community (p. 11)	Incorporated into the Integrated Service Delivery, Transparency and Community Engagement Values adopted by the BOS on March 24, 2015.	Adopted
Greater disclosure, clarity, and inclusion should be a routine component of community engagement from planning to review of outcomes and allocation of resources (p. 31)	Incorporated into the Integrated Service Delivery, Transparency, and Community Engagement Values adopted by the BOS on March 24, 2015.	Adopted
Data-driven planning and evaluation (p. 11)	Incorporated into the Data Driven Planning and Innovation Values adopted by the BOS on March 24, 2015.	Adopted
Joint strategic planning and blending funding streams (p. 11)	Incorporated into the Integrated Service Delivery and Advocacy Values adopted by the BOS on March 24, 2015.	Adopted
Comprehensive service delivery system including prevention (p. 11)	Incorporated into the Integrity, Integrated Service Delivery, and Child-Centered and Family-Focused Values adopted by the BOS on March 24, 2015.	Adopted
PREVENTION		
Develop a comprehensive prevention plan for reducing abuse and neglect, and oversee county-wide prevention efforts (pp. 13, 26)	<p>A comprehensive countywide prevention plan was submitted to the BOS on June 30, 2017. All seven key strategies have been implemented.</p> <ul style="list-style-type: none"> In 2018, OCP secured \$28 million in Department of Mental Health (DMH) funding to expand the Department of Children and Family Services (DCFS) Prevention and Aftercare Networks (P&As) to provide additional community-based supports to families over the next two years; it also mapped networks and launched, with DCFS, the successful Hotline to Helpline project and the Emergency Child Care Bridge. 	Completed & Ongoing

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> • In 2019, OCP secured an additional \$30 million in DMH funding to double the P&A contract amount over five years. • In 2019, OCP completed a fiscal analysis for early care and education that has driven Department of Public Health’s (DPH) Office for the Advancement of Early Care and Education’s (OAECE) strategic plan. • From 2016 to 2020, OCP led partners to increase home-visiting funding by 55% (from \$90 million to \$139.5 million), adding new CalWORKs, Mental Health Services Act, Title XIX match, and Healthy Start funds. • Between 2021 and 2024, OCP and the Office of the Chief Information Officer (CIO) released a series of dashboards of standardized measures of prevention outcomes and metrics. • OCP continues to work with DCFS, the Prevention and Promotion Systems Governing Committee (PPSGC), First 5 LA, and others to increase prevention supports through the Family First Prevention Services Act (FFPSA), Thriving Families Safer Children, California Innovating and Advancing Medi-Cal (CalAIM), and other efforts. 	
<p>Ensure that appropriate funding and marketing exist for early care and education (ECE) and home-visiting programs (p. 32)</p>	<ul style="list-style-type: none"> • From 2016 to 2020, OCP led partners to increase home-visiting funding by 55% (from \$90 million to \$139.5 million), adding new CalWORKs, Mental Health Services Act, Title XIX match, and Healthy Start funds. 	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> • In September 2018, OCP secured a \$30 million commitment from DMH specifically in new funding to expand DPH home-visitation programs over the next two years. • Completed a financial analysis of ECE funding in Los Angeles County that provides a roadmap for increasing access to ECE programs that is now being implemented by the OAECE. 	
<p>Capacity-building experts and universities should work with community-based organizations to enhance their skills to apply for and administer grants, provide EBPs, design programs and evaluate their results (p. 31)</p>	<ul style="list-style-type: none"> • OCP provided technical assistance to the DCFS P&A lead agencies for capacity-building and funding maximization. • DMH, Chief Executive Office (CEO), and philanthropy set up an Incubation Academy for grass-roots community-based organizations (CBOs) that provides training, technical assistance, and funding to increase their sustainability and infrastructure, and eligibility to compete for County contracts. • DMH and UCLA launched the UCLA Center of Excellence in August 2018, which is building an online training platform for people working with children and families on trauma and resiliency, and community needs. • OCP worked with DCFS, Chapin Hall, and DPH to build clinical and billing capacity for FFPSA evidence-based practices (EBP), including motivational interviewing, home visiting, and mental health services. OCP also has been working with partners to support new CalAIM program capacity. 	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
<p>DCFS, DMH, and Department of Health Services (DHS) should train staff on how to most effectively work with children under age 5, their families, and caregivers (p. 27)</p>	<ul style="list-style-type: none"> • DMH provides a Birth-to-Five training to County staff that includes brain development, infant development, fetal alcohol spectrum disorder, socioemotional milestones, child development, best practices, and others. • DCFS also established a Birth-to-Five program within its Continuous Quality Improvement Division to support departmental efforts focused on children from birth through age five, working with four regional offices as a start to support their birth-to-five practices through training, identifying resources, and developing office subject-matter experts. • DHS is implementing screenings for Adverse Childhood Experiences (ACEs) for children and families to help inform patient treatment and encourage the use of trauma-informed care. DHS connects children and families to resources to address ACEs, social and behavioral determinants of health, and toxic stress. 	<p>Completed & Ongoing</p>
<p>SAFETY</p>		
<p>The District Attorney's (DA's) Office should increase its oversight of law enforcement's information-sharing with DCFS during an investigation (p. 17)</p>	<p>The DA's Office expanded its E-SCARS Unit to provide oversight and accountability for cross-reporting and address any identified deficiencies.</p>	<p>Completed</p>
<p>Sheriff and local law enforcement should document in their files all cross-reports of abuse allegations that are made to DCFS (p. 17)</p>	<p>The DA's Office E-SCARS Unit is providing training and oversight over cross-reporting and information-sharing for law enforcement.</p>	<p>Completed & Ongoing</p>
<p>Fully utilize E-SCARS across all relevant agencies and provide support to maintain and enhance it (p. 17)</p>	<p>A Memorandum of Understanding (MOU) was signed by the DA, Sheriff, DCFS, and law-enforcement agencies clarifying each party's</p>	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
	roles, responsibilities, and accountability. Resources are provided to maintain and enhance the system as needed.	
Develop an early warning system within E-SCARS to alert DCFS and law enforcement of high-risk abuse allegations as early as possible (p. 17)	Alerts have been added to the system for Child Fatality, Critical Incident, and Commercial Sexual Exploitation of Children (CSEC).	Completed
Enhance initial and recurring training of all of levels of law enforcement to include child abuse, E-SCARS, cross-training, identifying abuse, domestic violence, and CSEC (p. 17)	The E-SCARS unit provides initial and recurring training to law enforcement and prosecutors on cross-reporting and using E-SCARS. An updated cross-training curriculum has been created.	Completed & Ongoing
Pair a Child Welfare Public Health Nurse (CWPHN) with a Children's Social Worker (CSW) in investigations involving children under age 2 (p.19)	<ul style="list-style-type: none"> The joint pilot program began on July 1, 2015. After an independent evaluation was conducted, it was determined that the pilot did not meet the safety goals intended. A best use of CWPHNs plan was submitted to the BOS on December 8, 2017, and is now being implemented by DPH. 	Revised & Completed
Conduct a review of all child fatalities due to abuse or neglect within the past 3 years (p. 25)	OCP conducted a review of the last five years of child-fatality data and submitted recommendations to the BOS on May 4, 2017, for policy, training, and practice changes to improve the quality of screenings, investigations, and case management activities.	Completed
Conduct a thorough review of all open cases in DCFS, Probation, Department of Public Social Services (DPSS), DPH, or First 5 LA home-visitation program, seen by a DPH CWPHN, or DHS Medical Hub (p. 25)	DCFS conducted quality reviews on over 1,000 randomly selected open and closed cases to identify policy and practices needs and determine resource allocations. It has begun more thorough reviews of additional cases and set up a Continuous Quality Improvement process within the regional offices to regularly review cases within the regions.	Completed & Ongoing

BRCCP Recommendation	Progress To Date	Status
<p>Review Children’s Data Network and the Inter-agency Council on Child Abuse and Neglect (ICAN) research on risk factors for a child fatality due to abuse or neglect (p. 25)</p>	<p>This research informed the creation of the OCP’s Strategic Plan, and is in use by DCFS, OCP, and other key stakeholders.</p>	<p>Completed</p>
<p>Identify specific characteristics that separate children who experience positive outcomes versus those who suffer a near-fatality or fatality (p. 25)</p>	<p>DCFS completed a three-year initiative to implement OCP recommendations for improving the quality of screenings, investigations, and case-management activities. DCFS also updated its Critical Incident Fatality tracking (CIFT) system that captures critical-incident and fatality trends.</p>	<p>Completed & Ongoing</p>
<p>Engage County staff on immediately addressing risk factors (p. 25)</p>	<ul style="list-style-type: none"> • DCFS holds multidisciplinary case and system analysis meetings with multiple departments to analyze current practices, identify best practices, and create shared policies for addressing these families’ needs. • DCFS also implemented a multiyear three-office pilot using the risk stratification model—a data-informed tool that helps social workers serve and support families based on their level of need—that showed improvements in child safety. The tool helps managers prioritize their time consulting on specific cases and improves communication between emergency response and continuing service workers. Based on pilot results, DCFS will permanently adopt and expand use of the risk stratification tool. 	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
<p>Ensure that information is shared across departments that alerts staff when potentially fatal risk factors are present (p. 25)</p>	<ul style="list-style-type: none"> • The revised Emergency Response Investigation Service (ERIS) was launched on December 11, 2020. • It electronically provides DCFS ER workers with real-time relevant information on suspected perpetrators of abuse/neglect. • All DCFS regional offices and Command Post have implemented ERIS. 	<p>Completed & Ongoing</p>
<p>Prioritize access to and delivery of key services like health, mental health, domestic violence, substance abuse treatment, housing, home visiting, and prevention supports for children at highest risk for future fatalities (p. 26)</p>	<ul style="list-style-type: none"> • DCFS' risk stratification model sorts new investigations based on the probability of future system involvement, which equips social workers with real-time insights to preemptively address safety concerns. • This strategic sorting also enables offices to optimize resource allocation and tailor responses based on the needs of each family. • In addition, DCFS has worked with both DMH and DPH to pilot outstationed mental health, substance use, and intimate partner violence counselors with the DCFS Hotline and/or regional offices. 	<p>Completed & Ongoing</p>
<p>Develop a multi-system data linkage and sharing plan that would operate as a single, coordinated system (p. 28)</p>	<p>Foundational efforts are underway to move in this direction using a federated model.</p> <ul style="list-style-type: none"> • InfoHub has been created by the CIO that aligns individual data across multiple County departments. ERIS is built from this platform, and other systems continue to be added to it. 	<p>Revised & Underway</p>

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> Secured a clarification letter from the state in September 2020 that facilitates system-to-system data matching across County departments to identify common clients. CIO is also building a Community Information Exchange (CIE) that would facilitate coordinated information and referral systems across County departments. 	
<p>Create a countywide confidentiality policy regarding a child’s records and court proceedings to allow for information sharing across relevant departments and the Court (p. 28)</p>	<p>California law allows for this data sharing. OCP worked with County Counsel to develop a short, user-friendly summary that clarifies what information can be shared across County departments with relevant staff. It was released to DCFS staff as policy on November 15, 2018, and has been shared with other relevant departments.</p>	<p>Completed</p>
<p>PERMANENCY</p>		
<p>Use federal Title IV-E waiver dollars and other funding to ensure parity between foster parents and relative caregivers, and ensure relatives have funding support to address a range of needs (p. 23)</p>	<ul style="list-style-type: none"> On June 1, 2015, DCFS and DPSS launched the state’s Approved Relative Caregiver (ARC) program. DCFS continues to identify ways to process these applications faster. 	<p>Completed</p>
<p>Review current licensing and supports for foster homes and approval and supports for relatives to assess the inconsistent performance and resource allocation, and whether a streamlined system would be more effective (p. 23)</p>	<ul style="list-style-type: none"> On October 15, 2015, the state issued directives for the new Resource Family Approval (RFA) program that “implements a unified, family-friendly, and child-centered resource family approval process to replace the existing multiple processes for licensing foster family homes and approving relatives and non-relative extended family members as foster care providers.” 	<p>Completed</p>

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> Los Angeles County launched this program on June 1, 2015, and has worked to streamline its approval process. 	
<p>Conduct an independent analysis of foster family recruitment efforts and the current capacity to meet the needs of children across the County (p. 24)</p>	<ul style="list-style-type: none"> OCP is prioritizing placing children with relative caregivers immediately upon their detention. The Upfront Family Finding pilot, with an average 80% success rate, has been adopted permanently by DCFS as the Family Finding and Engagement Program (countywide since July 2023). UCLA issued an analysis of the County’s foster-family recruitment efforts in October 2015. OCP partners with the Foster Together Network to recruit and retain high-quality resource families, and continues to partner with DCFS and others to implement recommendations from the 2021 Short-Term Residential Therapeutic Program (STRTP) Task Force related to building a robust continuum of care for youth in foster care. 	<p>Revised & Completed</p>
<p>DCFS should develop an electronic system for identifying available and appropriate placements (p. 24)</p>	<p>In August 2014, DCFS launched a Foster Care Search System (FCSS) to help identify available beds and display profiles for potential caregivers.</p>	<p>Completed</p>
<p>DCFS should involve youth in the rating and assessment of foster homes (p. 24)</p>	<p>Effective January 2015, DCFS posted a placement satisfaction survey on its website for youth to complete; survey results are reviewed monthly, and this information is now incorporated into DCFS’s annual re-evaluation and quality review process.</p>	<p>Completed</p>

BRCCP Recommendation	Progress To Date	Status
WELL-BEING		
<p>Assess the strengths and weaknesses of the Medical Hubs (p. 19)</p>	<ul style="list-style-type: none"> • OCP, DHS, and DCFS conducted an analysis of policy compliance in June 2018, and— together with DMH and DPH—released a comprehensive report identifying policy and practice areas for improvement on October 29, 2018. • The report’s workplan has been fully implemented, including expanded staffing and clinic hours for the Medical Hubs, a governance structure, ongoing data tracking, an executed interagency MOU across DHS, DCFS, DMH, and DPH, and updated department policies and procedures related to the Hubs. 	<p>Completed & Ongoing</p>
<p>Screenings at a Medical Hub should occur for all detained children (p. 19)</p>	<ul style="list-style-type: none"> • Current DCFS policy is for all newly detained children to receive an initial medical exam (IME) at the Medical Hubs. • OCP worked with all partners to ensure compliance within the policy timeframes, and updated department policies and procedures accordingly and provided numerous trainings to DCFS social workers on the IME referral process. 	<p>Revised & Completed</p>

BRCCP Recommendation	Progress To Date	Status
<p>The Education Coordinating Council (ECC) should establish additional mechanisms for cross-system education-related coordination, collaboration, and communication that improves educational continuity, stability, and success (p. 32)</p>	<ul style="list-style-type: none"> • The ECC developed a project with DCFS, Los Angeles County Office of Education (LACOE), and Los Angeles Unified School District (LAUSD) to transport youth to their schools of origin to strengthen school stability. Over 3,472 youth have received more than 279,000 rides to their schools of origin to promote school stability. 52 school districts (along with 38 charter schools) have signed a long-term agreement to join the program, representing about 85% of the County’s foster youth. • In addition, in 2024 the ECC released a new five-year strategic plan focusing on seven priority areas: <ul style="list-style-type: none"> ♦ Stability ♦ Information-sharing and data integration ♦ Chronic absenteeism ♦ Youth engagement and supports ♦ Collaboration, communication, and partnerships ♦ Academic achievement ♦ Post-secondary educational achievement and workforce readiness 	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
<p>Expand the Gloria Molina Foster Youth Education Program (p. 32)</p>	<ul style="list-style-type: none"> • This program, now called the “First District Foster Youth Education Program” was expanded to five school districts: El Monte Union High School District, El Rancho Unified School District, Hacienda/La Puente Unified School District, Montebello Unified School District, and Pomona Unified School District. Between 2015 and 2022, the program served 2,193 youth, and 93% of high school seniors who participated in the program graduated. • In 2015, Assembly Bill (AB) 854 established the Foster Youth Services Coordinating Program (FYSCP) to provide funding and capacity to support local education agencies in addressing the educational needs of youth in foster care. • Each County Office of Education, including LACOE, includes an FYSCP that provides technical assistance and trainings to local education agencies to support attendance, school stability, graduation and school enrollment for youth in foster care. LACOE FYSCP also facilitates integrated data-sharing between child welfare and local education agencies. • In 2024, AB 2137 was signed, allowing FYSCPs to provide direct services to youth in foster care, including tutoring, mentoring, and counseling services. • Additionally, AB 3223 expanded FYSCPs service population to include youth who are the subject of a juvenile court petition and are imminent risk of removal and placement into foster care. 	<p>Revised & Completed</p>

BRCCP Recommendation	Progress To Date	Status
<p>Issue a mandate that non-pharmacological interventions are best practice with children whenever possible; work with the Court to implement and measure compliance with this mandate (p. 34)</p>	<ul style="list-style-type: none"> • OCP and partners developed new protocols that went into effect in April 2017 for approving and monitoring the use of psychotropic medication for youth in out-of-home care. • In December 2023, OCP and its partners updated those psychotropic medication protocols and submitted them to the presiding judge of the juvenile court for approval; the group is still awaiting a response from the court. 	<p>Completed & Ongoing</p>
<p>Provide access to age-appropriate mental health services for DCFS children under age 5 (p. 34)</p>	<ul style="list-style-type: none"> • DMH provides a Birth-to-Five training to all staff, contracted providers, schools, and other County departments that includes brain development, infant development, fetal alcohol spectrum disorder, socioemotional milestones, child development, best practices, and others. • Nearly 200 provider sites are delivering age-appropriate mental health services for children, particularly those who are young and at risk. • DMH has also expanded the number of providers trained in Parent Child Interaction Therapy (PCIT), which targets two- to five-year-olds and their caregivers, from 10 to 85 sites countywide. 	<p>Completed & Ongoing</p>
<p>Mental health assessments and treatment for teens and transitioning youth must be healing-informed, and include developmental status, ethnicity, sexual identity, and vulnerability to self-harming behaviors (p. 34)</p>	<ul style="list-style-type: none"> • DMH trains all staff and contracted providers on healing-informed care to ensure these practices are incorporated into all assessments and treatment provided by DMH or any of its contractors. • These trainings also include suicide prevention, LGBTQ+ empowerment and support, toxic stress, harm reduction, safety and crisis prevention, role of culture in recovery and others. 	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> OCP also worked with the Los Angeles County Department of Arts and Culture (DAC), DMH, and the Arts for Healing and Justice Network to develop and implement Creative Wellbeing, an initiative focused on culturally relevant, healing-centered arts education that builds mental health protective factors for youth involved with Los Angeles County’s child-welfare system and those who serve them. 	
<p>DPH should provide substance-abuse treatment to high-risk teen mothers (p. 19)</p>	<ul style="list-style-type: none"> From 2018 to 2020, DPH-contracted substance abuse counselors were outstationed in DCFS regional offices, using DMH funding, to help connect all parents involved with DCFS to community-based substance-abuse services as needed. DPH and DCFS are currently working to co-locate Client Engagement and Navigation Services at two DCFS regional offices to serve young people with complex needs. In 2019, DPH also partnered with DHS and allocated \$5 million dollars to provide intensive home-visiting support and case management to women receiving substance abuse treatment. OCP is also leading countywide efforts—in partnership with DPH, DCFS, DHS, and others—to pilot federally-required Plans of Safe Care to support pregnant and parenting people using substances. 	<p>Completed & Ongoing</p>

BRCCP Recommendation	Progress To Date	Status
CROSS-CUTTING STRATEGIES		
Request an external annual review of the state of child welfare (p. 11)	The University of California Berkeley's California Child Welfare Indicators Project conducts a quarterly review of child-welfare indicators for every county in California.	Completed & Ongoing
Adopt clear outcome measures for child safety and well-being (p. 14, 26)	A set of prevention measurements were developed to measure the County's efforts to strengthen children, families, and communities. Data from County departments and some community collaboratives were analyzed to measure the effectiveness of prevention efforts over time and were published on the County's Open Data Portal from 2022 through 2024.	Completed & Ongoing
DCFS should conduct a job audit for CSWs to determine what duties can be done differently or reassigned to others to address workload issues (p. 27)	In May 2014, an internal DCFS workgroup collaborated with the Union to review over 20 tasks that could potentially be reassigned to clerical staff. Moreover, over the years, DCFS has worked to reduce caseloads for social workers by increasing staffing; created a Continuing Services Streamlining Workgroup; and engaged with the state on workload studies of social workers.	Completed
DCFS should create an innovative and adaptive training process for CSWs and their supervisors, incorporating research and a continuous learning environment, akin to a teaching hospital (p. 27)	<ul style="list-style-type: none"> In August 2013, DCFS implemented a new training academy for new staff using simulation training. Efforts to revise and update this training are underway. In February 2020, DCFS began rolling out a new Core Academy training for supervising social workers that was developed by the state. 	Completed & Ongoing

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> • DCFS also expanded its Continuous Quality Improvement (CQI) support by co-locating a dedicated staff person in each regional office to provide teaming, case reviews, lessons-learned sessions, and process improvement opportunities on an ongoing basis throughout the department. 	
<p>Mandate staff from relevant departments—including law enforcement, DMH, DHS, DPH, the Juvenile Court, and Probation—to participate in cross-training with DCFS staff; UCCF, DA’s Office, and ICAN could help create the training models (p. 27)</p>	<ul style="list-style-type: none"> • A number of cross-training efforts have begun involving DCFS, law enforcement, DHS, the DA, and Probation regarding various topics like identifying basic signs of abuse, using E-SCARS, oral health, and working with CSEC. • OCP also works with the County’s Mandated Supporting Initiative to provide updated trainings on mandated reporting to relevant departments and partners. 	<p>Revised & Ongoing</p>
<p>Re-establish community advisory councils for each DCFS regional office to be co-chaired by the community and the regional office (p. 31)</p>	<ul style="list-style-type: none"> • Regional Community Advisory Councils have been re-established and are meeting regularly. • In addition, OCP has partnered with DCFS to host monthly Community Pathways and FFPSA advisory meetings since 2020, through which it has nurtured County-community communication related to prevention build-out. 	<p>Revised & Completed</p>
<p>Performance-based contracting should be used by DCFS and other relevant departments serving families (p. 31)</p>	<ul style="list-style-type: none"> • DCFS, with input from DMH, OCP, CEO, and Third Sector, released an outcomes-based RFP for its P&A networks on February 20, 2019, that was executed in March 2021. • Since 2020, departments and partners have also been working with the County’s Equity in County Contracting initiative to simplify and modernize county contracting processes. 	<p>Revised & Completed</p>

BRCCP Recommendation	Progress To Date	Status
	<ul style="list-style-type: none"> Performance-based contracting was also integrated into the new DMH home-visiting funding contracts that were established with OCP's support. 	

Table 2. Status of BRCCP Recommendations Not Under OCP Purview

BRCCP Recommendations Not Under OCP Purview	Current Status
The OCP should have oversight and authority over financial and staffing resources for all relevant departments (p. 13)	This recommendation was not adopted by the BOS. Per the CEO's analysis dated June 10, 2014, there are statutory barriers to transferring this authority to the OCP.
Institute an annual countywide budget review process to align and coordinate funding allocations, based on outcome data (p. 13)	Per the CEO's analysis dated June 10, 2014, there are statutory barriers to transferring this authority to the OCP.
Require departments to target resources towards children under age 5 (p. 20)	Per the CEO's analysis dated June 10, 2014, there are statutory barriers to transferring this authority to the OCP.
Examine ability to waive federal eligibility rules and flexible funding to strengthen support for children in out-of-home care (p. 23)	DCFS and partners are implementing the Families First Prevention Services Act (FFPSA), which revised federal funding rules and allows states to submit their own plans for how to best serve these children. Both the state's plan and Los Angeles County's Comprehensive Prevention Plan for FFPSA Part I were approved in 2023.
DCFS should regularly report safety outcomes to the BOS (p. 21)	DCFS oversight is under the purview of the BOS. DCFS holds a monthly stat meeting to review departmental data using Federal Child Welfare Outcome measures, and reports this information regularly to the state and federal government. DCFS also holds quarterly child fatality/near fatality roundtables with the Board to discuss data.
DCFS should regularly report on missed monthly visits, wait times for initial placements, relative caregiver approval times, and recruitment of foster homes (p. 22)	DCFS oversight is under the purview of the BOS. DCFS is tracking data on all of these factors, and shares some of it on its internal network so that staff can easily access it.

BRCCP Recommendations Not Under OCP Purview	Current Status
BOS should establish benchmarks for improvement of DCFS measures (p. 22)	DCFS oversight is under the purview of the BOS. DCFS develops system improvement goals through the County's System Improvement Plan (SIP) process, occurring annually.
Make Nurse Family Partnership (NFP) available to all children under age 1 who are seen at a Hub (p.19)	NFP is a well-established evidence-based program with eligibility criteria that cannot be modified by the County. Current criteria for program enrollment include first-time mothers who are pregnant 28 weeks or less and meet income requirements. However, implementation of the Countywide Prevention Plan included expanding access to home-visiting programs without these restrictions to all families in the county with a child under age 5 (see Table 1 under Prevention, above).
DCFS children under age 5 should be prioritized for early care and education programs, and home visitation, and be allowed to remain in them until kindergarten (p. 32)	The County does not have authority over the operators of these programs and cannot require them to prioritize DCFS children, nor does it have authority over the federal and state funding requirements that affect the length of enrollment in these programs. However, DCFS has prioritized referrals of its three- and four-year-olds into ECE programs. It has developed an electronic referral system that has referred thousands of children to ECE programs since the system launched.
Screenings at a Medical Hub should occur for children under age 1 who are part of an investigation (p. 19)	The County recommends that CWPHNs refer children to Medical Hubs only when medically necessary, as noted in the CEO's June 30, 2015, Board Memo. Implementation of the Medical Hub workplan included determining the required and priority referrals for the Hubs, which includes initial medical exams for all newly detained children, forensic evaluations, and medical clearances for specific populations. Through its Best Use of CWPHNs recommendations, OCP has continued to work with DPH and DCFS on prioritizing CWPHN services and referrals to other services (like home visiting, multidisciplinary assessment teams, and ECE) for the most vulnerable children, including those ages 0–3.
Ongoing healthcare should be provided at Medical Hubs for children with an open case (p. 19)	In DHS's report dated January 19, 2015, it indicated that this healthcare decision belongs to the child's caregiver. In some cases, the Medical Hubs or other DHS pediatric clinics do serve as the medical home for DCFS-involved children.

BRCCP Recommendations Not Under OCP Purview	Current Status
Implement the process used by Eckerd to improve safety (p. 25)	Based on Illinois' analysis of the ineffectiveness of this system (December 6, 2017), the County is not inclined to pursue its use.
Remove ICAN from DCFS and make it an independent entity (p. 15)	Per the CEO's analysis, dated June 10, 2014, the OCP does not have the authority to move DCFS personnel and create a separate entity. Additionally, some of ICAN's current functions would have to be discontinued if this recommendation were implemented.
Review and streamline existing County commissions (p. 13)	On August 19, 2016, the CEO submitted a report to the BOS that assessed the County's commissions and made recommendations both for each individual commission and for improving their effectiveness as a whole.
University Consortium for Children and Families (UCCF) should submit an annual report on outcomes that align with the County's vision (p. 27)	UCCF submitted an annual report in 2013–2014 and developed two additional annual reports in 2015–2016, and 2016–2017.

OCP's Role and Accomplishments

Since 2014, OCP has built upon the recommendations of the BRCCP, partnering across the County to make significant improvements in the lives of children and families affected by the child-welfare system, including those at risk of system involvement. Holding a unique role—examining and considering needs by optimizing work across systems and breaking down silos—has enabled OCP to make a major impact on how we serve youth and families in Los Angeles County. While the work is dynamic and varied, covering areas across the continuum of prevention, safety, permanency, well-being, and cross-cutting systems improvement, OCP's accomplishments follow a consistent pattern.

All accomplishments start by methodically **identifying a problem or need that requires a multiagency response**. This process involves listening to priorities from leadership, engaging lived experts, collecting and analyzing data, facilitating conversations among stakeholders, and synthesizing that information into manageable and measurable items to address.

Once an issue is identified, OCP **coordinates, guides, and tracks cross-sector problem-solving**. A key aspect of this step is pin-pointing where opportunities lie for making the biggest impact based on current resources, policies, legislation, and capacity of affected departments and partners. While there are always several places where change may be needed, through deep systemic expertise, flexible facilitation, and institutional knowledge/implementation support, OCP ensures that the problem is addressed in the most efficient and effective way possible.

With both a need and a targeted solution identified, OCP then **facilitates the development of a concrete implementation plan, including tools and resources**. This means that the work moves off the page and into impact ... which means improved outcomes for youth and families.

Once a solution is developed, OCP works **to institutionalize the change in systems partners by facilitating the development of new policies, training protocols, identifying and/or brokering sustainable funding strategies, and coordinating the tracking and monitoring of implementation**.

Throughout the process of developing and implementing multiagency solutions to improve child welfare and child and family well-being outcomes, OCP also provides a key **liaison role of communication and coordination with leadership** to the Board of Supervisors, County department leaders, state department leaders, advocates, community-based partners, and lived experts. This communication ensures that leaders have the information they need to make decisions, set priorities, and issue directives.

Although the OCP is not itself a direct-service department, it has also taken on a role of **identifying sustainable funding to ensure the long-term impact of its solutions, as well as contributing time-limited funds to transformative investments and providing contracting support where needed**.

Since its creation, OCP has accomplished significant systems improvement for child welfare and child and family well-being, all following a similar pattern of work and impact: identifying needs, problem-solving, developing resources, implementing and institutionalizing change, liaising with leadership, and identifying sustainable funding sources where needed. Since August 2016, OCP has provided quarterly updates to the Board of Supervisors on our work; the reports are also available on our [website](#).

Table 3 summarizes key accomplishments of the OCP, followed by more detailed descriptions organized by the five focus areas of our current strategic plan.

Table 3. Key Accomplishments of the OCP

Accomplishment	Report-Back Page
Developed and implemented the 2017 Countywide Prevention Plan	26
Developed and implemented the “Hotline to Helpline” Project	27
Supports implementation of the Family First Prevention Services Act <ul style="list-style-type: none"> <li data-bbox="233 905 824 940">▪ Leads efforts to build Community Pathways <li data-bbox="233 947 1052 1014">▪ Supported development of Los Angeles County's Three-Year Comprehensive Prevention Plan <li data-bbox="233 1024 1105 1060">▪ Funded lived/community experts for a Prevention Advisory Group 	27 27 27 28
Leads Los Angeles County's Plans of Safe Care efforts to support pregnant/parenting people struggling with substance use	28
Provides oversight of systems improvement following child fatalities/near fatalities	29
Developed and funded an application to fast-track access to relevant data to better inform child abuse and neglect investigations	29
Developed and supported implementation of recommendations around the best use of child-welfare public health nurses (CWPHNs)	30
Established DCFS's upfront family-finding program countywide	30
Developed and supported the implementation of recommendations around improving permanency for transition-age youth in foster care through DCFS and the Probation Department	31
Developed and funded an electronic benefits eligibility finder for transition-age youth	31
Established DCFS's Placement Stabilization Team and supported its capacity expansion	31
Leads the Board-created Education Coordinating Council to improve educational outcomes for youth involved in the child-welfare and juvenile-justice systems	32
Led efforts between DCFS and school districts to meet federally required foster-youth school-stability transportation requirements	32

Accomplishment	Report-Back Page
Led efforts to increase the number of youth in foster care and on probation completing the Free Application for Federal State Aid® (FAFSA) for financial support for college, and meet state requirements related to this	33
<p>Enhanced coordination and teaming through data exchange and access to medical information to support healthcare coordination for youth in foster care</p> <ul style="list-style-type: none"> ▪ Leads the County’s Healthcare Coordination Workgroup for Child-Welfare Involved Children and Youth ▪ Led efforts to give CWPHNs access to health records for youth in foster care through the Los Angeles Network for Enhanced Services (LANES) ▪ Improved the Health and Education Passport for youth in foster care ▪ Developed Los Angeles County’s recommendations to improve CWS-CARES, the state-required child-welfare case-management system, related to healthcare coordination for youth in foster care 	<p>33</p> <p>34</p> <p>34</p> <p>34</p> <p>34</p>
Evaluated the Multidisciplinary Assessment Team process for youth in foster care; worked with DCFS and DMH to implement program improvements	35
Strengthened the Medical Hub system for DCFS-involved youth	35
Improved oversight of psychotropic medications for youth in foster care and on probation	35
Improved access to oral healthcare for youth in foster care	36
Improved care coordination for youth in foster care with substance-use concerns	36
<p>Led the County’s Short-Term Residential Therapeutic Program (STRTP) Task Force and subsequent responses to Board directives on addressing the issues of youth in foster care with complex care needs</p> <ul style="list-style-type: none"> ▪ Conducted a data analysis on complex care needs that informed recommendations ▪ Increased behavioral health, crisis response, and placement stability supports for youth with complex care needs ▪ Leads efforts to expand and sustain peer, near-peer, credible messenger, and other mentoring programs for systems-affected youth ▪ Leads a multiagency workgroup to improve youth engagement and voice in DCFS’s Child and Family Team process 	<p>37</p> <p>37</p> <p>38</p> <p>38</p> <p>38</p>
Established the Creative Wellbeing initiative, which delivers strengths- and arts-based interventions and programming in schools, at care facilities, and to youth and youth-serving adults across the County	39
Incubated the County’s Center for Strategic Partnerships	40
Facilitated implementation and execution of the <i>Portrait of Los Angeles County</i> , as well as strategic outreach to stakeholders to utilize the data to inform programming and policy	40
Developed recommendations to prevent youth delinquency and improve supports for dual-status youth under both DCFS and Probation supervision	41

Accomplishment	Report-Back Page
Strengthened and provides backbone support for the state-mandated System of Care partnership for child/youth/family-serving departments	41
Leads efforts to maximize Medi-Cal and CalAIM for children and families	42
Leads prevention efforts to address disproportionality in child welfare	42
Promotes information- and data-sharing to improve systems and care coordination for children and families <ul style="list-style-type: none"> <li data-bbox="233 594 1227 695">▪ Held a legal ‘hackathon’ around child-welfare information-sharing; partnered with County Counsel and the state to release guidance clarifying relevant laws <li data-bbox="233 705 1227 772">▪ Leads efforts to improve resource navigation and access through technology <li data-bbox="233 783 1227 884">▪ Developed and released a public set of countywide prevention metrics to measure the County’s efforts to strengthen children, families, and communities <li data-bbox="233 894 1227 961">▪ Facilitated an MOU between the County and Children’s Data Network to support critical research and evaluations of child-welfare initiatives 	42 42 43 43 43

Prevention

OCP transforms how families thrive in Los Angeles County by convening, energizing, and building the capacity of key system partners to deliver timely, vital community supports for at-risk families. As a leader on numerous prevention initiatives, OCP serves as a lead implementor in areas of prevention such as Community Pathways and building referral pilots to community-based services through schools, hospitals, early childhood education spaces, and other areas. The following are examples of OCP’s accomplishments in the areas of prevention to strengthen child and family well-being outcomes; many of these initiatives are foundational to the County’s current promotion and prevention efforts to improve child and family well-being.

2017 Countywide Prevention Plan In 2017, OCP facilitated County departments and partners in developing a seven-point countywide prevention plan, [*Paving the Road to Safety for Our Children: A Prevention Plan for Los Angeles County*](#). Since then, OCP has been driving change and leading in the prevention space by coordinating problem-solving; offering flexible facilitation, consultation, and implementation support; activating partners to take ownership of needed systems changes; building a shared understanding of goals and roles; and identifying/brokering sustainable funding and key policy changes to ensure long-term impact.

Key accomplishments and ongoing progress related to this prevention plan, as well as how OCP’s prevention work related to child and family well-being has evolved and aligned with other County efforts, appear in **Attachment A**. This includes updates on

the seven pillars of the prevention plan: 1) map out and then weave together existing prevention networks; 2) expand the capacity of the Prevention & Aftercare networks; 3) create a universal home-visitation system; 4) improve access to early care and education programs; 5) monitor the overall well-being of communities; 6) develop standardized measures of prevention to evaluate our efforts; and 7) implement prevention strategies identified by County departments.

Hotline to Helpline In 2018, OCP, DCFS, and prevention and aftercare (P&A) providers launched the Community Prevention Linkages (CPL) or “Hotline to Helpline” project, with OCP contributing \$600,000 to provide services to families identified through DCFS’s Child Protection Hotline who do not meet the threshold for an investigation, but who could benefit from community prevention supports. Initial project data showed that families connected to community supports more than tripled, and the rate of children re-referred to DCFS with substantiated abuse or neglect dropped by 1.22%; for those re-referred, 16.54% more CPL-program children safely remained in their homes while their families received DCFS services. OCP, DCFS, and its partners were awarded the County’s prestigious Golden Eagle award by the Quality and Productivity Commission in 2019 for this work. DCFS continues to implement CPL and recent data shows that between January and October 2024, over 6,000 families qualified for CPL services, with over 40% accepting those services through P&A providers.

Implementing the Family First Prevention Services Act (FFPSA) OCP has been a critical partner to DCFS, Probation, and other County departments and stakeholders to help move and ‘right size’ FFPSA through participation and leadership in the FFPSA Leadership Team, leading Community Pathways development and implementation, and ensuring alignment with other countywide promotion and prevention efforts.

- **Community Pathways** OCP—in partnership with DCFS, First 5 LA, DPH, Mandated Supporting Initiative (MSI) leadership, Casey Family Programs, Los Angeles Best Babies Network (LABBN), and provider agencies—co-developed the build-out of community pathways to FFPSA and other services, including home visiting, prevention and aftercare, and more. OCP also facilitated a Community Pathways implementation workgroup between community and County partners, highlighting key local and state strategies, as well as providing opportunity for community input into Community Pathways projects led by different stakeholders. The next iteration of the Community Pathways work will be co-led by OCP and the Prevention & Promotion Systems Governing Committee (PPSGC).
- **Los Angeles County’s Three-Year Comprehensive Prevention Plan (CPP)** The CPP, a requirement of the state’s implementation of FFPSA, was developed by DCFS in collaboration with Chapin Hall, OCP, the Anti-Racism, Diversity, and Inclusion (ARDI) initiative housed in the Chief Executive Office (CEO), and other departments, was vetted broadly, and evolved through the input of extensive stakeholder feedback sessions. OCP worked with DCFS and the Center for Strategic Partnerships (CSP) on a Board motion—approved April 18, 2023—to use CSP’s fiscal agent, Southern

California Grantmakers, to pass through DCFS's State Block Grant (SBG) funds to identified community organization and/or consultant leads on eight prevention and promotion pilots that are part of the Comprehensive Prevention Plan.

- **Prevention Advisory Group** The CPP process is deeply informed and led by stakeholder engagement and input. OCP partnered with Casey Family Programs (CFP) and DCFS to sponsor the launch of the Prevention Advisory Group, integrating individuals with lived expertise into ongoing planning and implementation efforts around prevention for child and family well-being. OCP and CFP contracted with Castillo Consulting Partners (CCP) to support a cohort of 15 community experts and lived experts to provide their knowledge, guidance, and feedback in our prevention and youth-focused initiatives, including the Prevention Advisory Group.

Los Angeles County's Plans of Safe Care Efforts Federal and state laws require counties to maintain 1) policies and procedures addressing the needs of infants prenatally exposed to substances, including the development of a plan of safe care (POSC); and 2) procedures for making referrals to child-welfare agencies by healthcare providers when necessary. Los Angeles County—along with many other jurisdictions nationally—is out of compliance with federal and state requirements around POSC. Since 2021, OCP has been leading our County's efforts to develop a POSC protocol between DCFS and hospital partners, aligning POSC implementation with Community Pathways and Mandated Supporting Initiative (MSI) goals. OCP's POSC work brings together key stakeholders including DCFS, DHS, Department of Public Health (DPH), First 5 LA, MSI, private hospitals, and community-based providers, and is a crucial prevention approach that puts key services in place as upstream as possible to support families staying together safely. In addition to project implementation support, OCP has led efforts to secure funding to support POSC implementation through DCFS's SBG and the state's Road to Resilience grant, which funds hospital-based navigators to implement POSCs at four pilot hospital sites in the County. When DHS indicated interest in Los Angeles General Medical Center's joining the pilot after the original execution of the grant, OCP worked with DCFS and the Board of Supervisors to secure funding to cover additional navigators for this large birthing hospital, which will ensure that the pilot reaches even more families.

Safety

OCP's safety goal is to minimize, if not eliminate, the risk that a child known to one or more entities in our system will be harmed. OCP works in partnership with DCFS, as well as other child- and family-serving departments and partners, to identify and ensure implementation of systems improvements. This includes regularly reporting to the Board of Supervisors on the progress of these systems improvements, and partnering with stakeholders on implementation. As with OCP's overall approach, our safety work focuses on both shared responsibility across systems partners and a strengthening-families lens. Below are key accomplishments of OCP's work in enhancing safety.

Oversight of Systems Improvement Following Child Fatalities/Near Fatalities OCP is responsible for independent reviews of child fatalities and near fatalities at the direction of the Board of Supervisors and/or the director of DCFS. Based on our review, OCP reports finding and recommendations for systems improvements in public reports that it files with the Board, as well as publish on its website. OCP then tracks implementation of systems improvement recommendations adopted by the Board and/or department partners, and provide updates on implementation progress through our regular reports to the Board.

Examples of systems improvements resulting from OCP's case reviews include:

- Improvements in DCFS social-worker capacity, including enhancing their skills in interviewing children, improving utilization of the structured decision-making tool, increasing staffing to reduce social-worker caseloads, supporting training and practice improvements related to young children in care, and implementing continuous quality improvement
- Increased resources, including more DCFS social workers, in the Antelope Valley
- Re-evaluation and policy updates to DCFS's Voluntary Family Maintenance program
- Strengthening the County's Medical Hub system for DCFS-involved youth, as well as improved trainings for DCFS social workers and community medical providers on identifying signs of physical or sexual abuse
- Improved collaboration, communication, and joint-response protocols between DCFS and law-enforcement agencies in investigating suspected cases of child abuse, neglect, or endangerment

Fast-Tracking Access to Relevant Data to Better Inform Child Abuse and Neglect Investigations OCP led the development of an MOU with DCFS for sharing relevant data across seven County departments to ensure that investigations of child abuse and neglect are as comprehensive and thorough as possible. OCP designed and funded the development of an electronic system for emergency-response social workers to access DCFS history and criminal-background data relevant to an investigation of child abuse

or neglect—the Emergency Response Investigation Service (ERIS)—that launched in 2018. OCP partnered with DCFS on training and implementing ERIS, then worked with DCFS and partners on ERIS 2.0, which included a number of system improvements based on user feedback. OCP institutionalized ERIS with DCFS by fully transitioning ownership of the application to DCFS in fiscal year 2023–2024. ERIS won a Best of California Award for Best Application Serving an Agency’s Needs in 2019, and Outstanding IT Project Award from Government Technology in 2018.

Optimizing the Use of Child Welfare Public Health Nurses (CWPHNs) One of the BRCCP recommendations was to pair a CWPHN with a DCFS social worker in investigations involving children under the age of two. The joint pilot program began on July 1, 2015, and after an independent evaluation was conducted, it was determined that the pilot did not meet the safety goals intended. OCP recommended the consolidation of DCFS’ and DPH’s CWPHNs under a single DPH program, then submitted recommendations on the best use of CWPHNs to the Board in 2017. Since then, OCP has partnered with DPH and DCFS in implementing recommendations, including refining CWPHN roles and responsibilities, ensuring CWPHN access to relevant health information in a streamlined way, and aligning healthcare coordination for DCFS-involved children and youth across DCFS, DPH, and other partners.

Permanency

Permanency means that no child leaves the system without a permanent family or a responsible, caring adult in his or her life. OCP’s accomplishments in this area provide crucial enhancements to the current efforts of DCFS, the Probation Department, community partners, philanthropy, and others to provide services for parents seeking reunification, to increase the number of relative placements as well as adoptions and guardianships, and to expand supports for all caregivers. OCP also has worked to concurrently focus on permanency for youth to decrease the number of young people aging out of the foster-care system, while also leading efforts to increase supports and services for transition-age youth. The following are some highlights of OCP’s accomplishments in this area.

Upfront Family Finding (UFF) OCP was the catalyst for establishing DCFS’s Upfront Family-Finding program—which works to place children with relatives as soon as they are removed from their homes—and scaling it countywide. OCP partnered with DCFS to pilot and evaluate UFF, then encouraged its expansion to all DCFS regional offices. Now known as the Family Finding and Engagement Program (FFEP), it has been countywide since July 2023. OCP continues to track data on FFEP to monitor program effectiveness. Year-to-date data for 2024 show that 79% of children who were the subjects of detention hearings in the 19 DCFS regional offices were initially placed with kin (i.e., nonoffending parents, relatives, and non-related extended family members) after removal from their families.

Permanency Report In response to Board motions in 2017 and 2018 related to supporting the self-sufficiency goals of transition-age foster and probation youth at the earliest stage possible, the OCP developed a plan to increase permanency for foster and probation youth, and in turn decrease the number of youth who age out of the system without permanency. OCP's 2018 *Permanency Report for Los Angeles County Youth* included a multi-pronged approach to increasing permanency, including expanding current permanency efforts like UFF, increasing post-permanency services, targeting youth who had faced years of placement instability through services like the Placement Stability Team, and increasing permanency for older TAY by improving their knowledge of available benefits. OCP has led the Permanency Workgroup since 2018 to track data on youth permanency and progress on the implementation of the strategies identified in the report. Notable accomplishments through the efforts of the Permanency Workgroup include the creation of the TAY Benefits Eligibility Finder and addressing DCFS's adoptions backlog that resulted in part from the COVID-19 pandemic.

Benefits Eligibility Finder While essential benefits are available to youth and families involved in the foster-care system, identifying which opportunities are appropriate for each individual—and if they are eligible—is a crucial first step in accessing them. In 2021, OCP developed the Foster and Probation Youth Benefit and Entitlement Charts in partnership with the OCP Permanency Workgroup, stakeholders, and advocates. This resource is a compilation of all potential benefits to assist youth, caregivers, social workers, and probation officers in making permanency decisions. Following the Charts' release, OCP continued to bring together partners to ensure that the resource was having the intended impact; in response to youth recommendations, OCP then partnered with the Alliance for Children's Rights and the Rotary Club of Los Angeles to fund and develop an interactive electronic [Benefits Eligibility Finder](#) in early 2023, and make it available on the DCFS website. During the first 30 days of its existence in March 2023, the website received nearly 1,000 hits. The information in the Finder is updated yearly to ensure its continued accuracy.

Placement Stabilization Team In 2016, OCP launched the Transitional Shelter Care pilot to increase permanency for children and youth at the highest risk of placement disruption and ongoing instability. The pilot paired social workers from DCFS's Accelerated Placement Team with DMH's Intensive Field-Capable Clinical Services Team members to stabilize placements for youth who have been in the system for multiple years, experienced multiple placement disruptions, and had chronic overstays in the 10-day transitional shelter care facilities (TSCFs). Through OCP's stewardship of this innovative approach, DCFS institutionalized the program as the Placement Stabilization Team (PST). Over the years, following multiple recommendations from OCP about the key role of PST in improving placement stability for youth with unmet complex needs, DCFS has expanded staffing and resources for the program. OCP continues to facilitate a multidisciplinary workgroup focused on youth served by PST and track data on the impact of the program. Data consistently show that, post-PST involvement, youth spend less time in TSCFs, and fewer return there as their placements are stabilized. Moreover, youth served by PST continue to exit congregate-

care settings and enter more family settings or independent living program housing. The vast majority of youth/non-minor dependents served by PST remain more stable not only in their placements but also with their support teams, their engagement in mental health services, and in school/employment.

Well-Being

OCP's well-being work spans several domain areas for systems-affected youth, including improving education outcomes, strengthening healthcare coordination, increasing mental health and behavioral health supports, and addressing unmet complex-care needs through building a robust continuum of care. OCP also focuses on overall child and family well-being supports and strategies. Below are examples of its key accomplishments, organized by domain areas.

Education

Education Coordinating Council (ECC) The Education Coordinating Council (ECC) was created by the Board of Supervisors in 2004 to improve educational outcomes for youth involved in the child-welfare and juvenile-justice systems. OCP provides a dedicated full-time employee who serves as director of the ECC, and provides additional staff capacity to support ECC projects and quarterly meetings as needed. The ECC Director works with leadership from County departments, school districts, community-based organizations, and advocates to identify structural barriers that have an impact on the educational achievement of youth involved with systems, convene partners to build consensus on solutions to address systemic issues, and facilitate/ implement strategies to address identified barriers.

OCP staff have just led a robust strategic-planning process to engage and build consensus among County departments, the Juvenile Court, community members, advocates, and 145 people with lived expertise to develop the [ECC's 2024–2029 Strategic Plan](#). Many preliminary steps in the plan's goals have already been accomplished, and significant progress is being made toward achieving them.

Federal Every Student Succeeds Act (ESSA) Foster-Youth School-Stability Requirements Enabling youth in foster care to remain in their schools of origin following a placement change is vital to their academic and social/emotional well-being. When federal law required coordination around transportation to schools of origin for youth in foster care, OCP, in partnership with LACOE and DCFS, convened a multi-year cross-sector workgroup of County, school-district, and advocate partners to identify implementation barriers and clarify legal issues. OCP served as the catalyst in the development of a school-stability transportation pilot, secured over \$210,000 in philanthropic funds to hire education consultants to provide capacity to DCFS to support this work and hire an evaluator from the Children's Data Network to conduct an evaluation of the pilot, and then led the development of long-term policies to govern school-of-origin transportation processes and cost-sharing across child-welfare and

education partners. This innovative model included leveraging a private transportation vendor to fill gaps in existing County and school-district transportation options; this approach has been replicated across several other counties and jurisdictions. OCP ensured the successful long-term implementation of this work by securing additional philanthropic funding to hire and manage an Outreach Coordinator to broker agreements between districts, LACOE, and DCFS to sign onto the long-term MOU and share transportation costs. These efforts led to 52 school districts, who serve approximately 85% of the County's foster youth, signing on to the MOU with DCFS and LACOE.

Free Application for Federal Student Aid® (FAFSA) and Senate Bill 12 (SB 12)

Youth in foster care have a right to financial support for college; however, completing forms can be challenging when they have complex living situations, or lack guidance to understand the process. This then becomes a barrier to their engaging in higher education. At the direction of the Board of Supervisors, the OCP convened a cross-sector FAFSA/SB 12 workgroup in 2018 to develop strategies and best practices to increase FAFSA completion rates for Los Angeles County systems-involved youth and to implement SB 12 provisions that mandate the identification of the person or persons responsible for assisting the young person with applications for postsecondary education and related financial aid. In school year 2017–2018, the FAFSA completion rate for all graduating youth was 33%; in 2022–2023, the completion rate for systems-involved youth was 71%. Los Angeles County won a “most improved” jurisdiction designation from the state as a result of this work. Additionally, OCP led the workgroup in advocating for, and ultimately succeeding in, lifting these issues up to the state and having the California Department of Social Services (CDSS) amend the Transition to Independent Living Plan (TILP) form to include information related to SB 12 to support that legislation's implementation. OCP also worked with Probation and John Burton Advocates for Youth over several years to facilitate a new policy and training for probation officers on SB 12 provisions to ensure effective implementation. In July 2024, Probation leadership approved the new SB 12 training and policy.

Healthcare

Coordination and Teaming through Data Exchange/Access to Medical Information

Healthcare for youth in foster care is undermined when providers and caregivers lack critical health history and medical information needed to support care delivery and coordination. Since its inception, the OCP has been deeply involved in leading County efforts to identify and address needs in this area through improving communication and teaming, promoting workflows and access to health-record systems to share information efficiently, and clarifying the opportunity to share health information appropriately to support care coordination and the treatment of shared clients in the foster-care system. To address identified needs, OCP uses collaborative leadership, convening experts from across disciplines, including County departments, advocates, community-based organizations, and the private sector to identify barriers to health information-sharing that interfere with service provision, and to develop solutions that help the community navigate these challenges.

OCP accomplishments in the area of healthcare coordination and improving access to medical information for youth in foster care include:

- **Healthcare Coordination Workgroup** OCP convenes and facilitates a Healthcare Coordination Workgroup focusing on child-welfare-involved children and youth. It includes executive-level representatives from DCFS, DMH, DHS, and DPH, as well as those from managed-care plan partners, and is a vehicle to identify ongoing challenges, monitor the implementation of solutions, and address new opportunities to improve healthcare coordination and outcomes for child-welfare-involved youth.
- **Access to Health Records Through the Los Angeles Network for Enhanced Services (LANES)** OCP identified the need for and then led the groundbreaking effort of giving child-welfare public health nurses (CWPHNs) real-time access to electronic medical records for their clients through the Los Angeles Network for Enhanced Services (LANES), a health information exchange (HIE). OCP led the resolution of security and privacy issues and procedures for secure data matching, as well as create training materials. OCP also convened a regular workgroup of DPH and DCFS that developed and improved workflows and procedures, reviewed usage data, and responded with strategies to increase utilization. This effort operationalizes OCP's recommendations to streamline medical-record access for CWPHNs, which supports their role in providing healthcare coordination for child-welfare-involved children.
- **Health and Education Passport (HEP)** The HEP provides critical health background to caregivers, health providers, and the child-welfare team itself. OCP raised the need to improve the HEP to meet this purpose, then led DCFS and DPH in a workgroup that delivered input to the new PHN Consultation System to ensure better HEP completion. The group also gave recommendations to the state's new child-welfare case-management systems (CWS-CARES) implementation team that drew attention to the importance of the HEP and laid out a vision for HEP redesign to provide different views for key audiences.
- **CWS-CARES** The state-required child-welfare case-management system, CWS-CARES, has been under development for years; the need for counties to provide feedback on the system's design features to improve child-welfare data collection and tracking is critical, as is ensuring bi-directional sharing of relevant information with other systems partners for care-coordination purposes. OCP led, drafted, and submitted input on behalf of DCFS and DPH into the design and planning of CWS-CARES, and, building upon the LANES project, emphasized the need to create linkages to regional HIEs like LANES, as well as the need for a structured, searchable documents repository. Moving forward, OCP will monitor the development of CWS-CARES and press the state to pursue County recommendations regarding linkages to external health records systems and HEP redesign.

Multidisciplinary Assessment Team (MAT) Process Evaluation When youth enter the child-welfare system, they have experienced trauma and often have significant needs. A clear, comprehensive, and coordinated approach to completing and communicating the results of an assessment of those needs is necessary to address them effectively. To do this, OCP identified a need to streamline the County's initial mental health screening and assessment processes for youth newly entering foster care. OCP first built consensus with DCFS and DMH leadership to implement a process evaluation of the MAT, a key component of the front-end mental health assessment process for youth in foster care. OCP then leveraged its delegated contracting authority to hire the evaluator, the California Institute for Behavioral Health Solutions (CIBHS), and managed the evaluator throughout the duration of the evaluation. This included working across agencies to submit a research petition to the Juvenile Court and working with the departments' privacy and data-security teams to set up the appropriate procedures for the evaluator to securely access data. The final evaluation findings and recommendations, which also included a crosswalk of existing mental health and child-welfare assessments, was released in January 2022. DMH and DCFS implemented the immediate next steps identified in the evaluation results, including launching a pilot to restructure and strengthen the joint MAT/Child and Family Team (CFT) Summary of Findings report, which was then expanded and adopted Countywide.

Strengthening the Medical Hub System Based on recommendations from the BRCCP, as well as several Board motions implementing OCP recommendations from child-fatality systemic reviews, OCP led a multiyear process with DHS, DCFS, DMH, and DPH to strengthen the Medical Hub system in Los Angeles County. DHS's Medical Hubs provide critical healthcare services for DCFS-involved children through a multidisciplinary team that includes staff from DHS, DCFS, DMH, and DPH. OCP played a critical convening and facilitation role across key partners to reach consensus on several programmatic and policy areas, and provided implementation support in operationalizing key action steps. OCP facilitated the implementation of a multiyear workplan that 1) right-sized staffing and resources across the Medical Hubs, which resulted in more staff items and the expansion of clinic hours across DHS's six Hubs; 2) prioritized key required services like forensic evaluations, initial medical exams, and medical clearances for specific DCFS populations, thereby significantly improving timely access to and completion of these services for DCFS-involved children; 3) clarified Hub workflows, data systems and tracking of key Hub performance indicators, plus department policies and procedures related to Hub services; 4) developed and implemented trainings across DCFS, DHS, DMH, and DPH on Hub services and workflows, with an emphasis on ensuring that social workers recognize when and know how to make referrals for forensic evaluations when there are suspicions of child physical or sexual abuse; and 5) developed a governance structure and MOU between DHS, DCFS, DMH, and DPH on the Medical Hubs.

Improving Oversight of Psychotropic Medications In response to an August 2016 report from the California State Auditor with recommendations for counties to improve the oversight of psychotropic medications for children in foster care, OCP convened a

multiagency workgroup to implement those recommendations, providing regular updates to the State Auditor and the Board of Supervisors on implementation progress. Through OCP's leadership, this workgroup developed and implemented revised protocols for the approval and monitoring process of the use of psychotropic medications for children and youth involved in both the child-welfare and juvenile-justice systems. To ensure that youth know about their medication/s and healthcare needs, OCP also worked with DCFS, Probation, court stakeholders, DPH, and others to develop a Psychotropic Medication Youth Engagement Worksheet (YEW). In May 2019, DPH's CWPHNs began administering the YEW to all DCFS-involved youth ages 14 to 18 who are prescribed psychotropic medications. Since the effort began, CWPHNs have initiated 3,285 YEWs for DCFS youth, of which 2,415 were completed—an excellent completion rate of 74% (youth participation in the YEW is voluntary). Probation also continues YEW implementation with 10+ filed every month.

Oral Health Oral health is key to overall health, but can be overlooked when discussing healthcare, which can lead to poor oral health outcomes for youth in foster care. OCP convened a multi-agency workgroup with DCFS, DPH, DHS, and the UCLA's Dental Transformation Initiative to develop a plan for increasing the number of youth in foster care receiving dental screenings and exams. The workgroup identified the need for more cross-trainings, and conducted a series of in-person and virtual oral health trainings. OCP also led an analysis of Medi-Cal foster-youth dental-service utilization data from fiscal years 2012–2013 through 2016–2017, including a breakdown of dental-exam and preventive dental-exam service usage by age group and Service Planning Area (SPA). Policy recommendations were integrated into DPH's Community Oral Health Improvement Plan to ensure that providers who work with youth are trained and provided with resources to support the oral health needs of youth in foster care.

Improving Care Coordination for Youth with Substance-Use Concerns In 2023, as the opioid crisis grew in the county, it was clear that system-involved youth needed additional supports and services to survive and thrive. In particular, the evidence-based medical model of care, medication-assisted treatment or MAT, was not reaching youth in the county. OCP has taken on a leadership role in coordinating this work as it pertains to young people struggling with substance use disorders (SUD) in the child-welfare system. OCP led DHS, DMH, DPH–SAPC (DPH's Substance Abuse Prevention and Control division), and DCFS in writing a grant—awarded in April 2023—requesting Youth Opioid Response (YOR) funds from the state with the goal of institutionalizing consistent screening, referral, and treatment for youth experiencing substance-use concerns, and expanding the knowledge about and availability of medication-assisted treatment for this population. As part of this work, OCP has coordinated the work of experts from departments that work with system-involved youth to create a robust interagency medical model service approach to this issue. In addition, OCP has led cross-departmental planning to design and deploy screening/referral pilots at the Medical Hubs, Probation facilities, and DMH that reflect shared lessons and planning from across County departments. As evidence continues to demonstrate that harm reduction is an essential part of SUD treatment, OCP has led the way to make sure the

County is incorporating it in a meaningful way for youth in foster care. This includes coordinating harm-reduction trainings for staff, providers, and young people, as well as partnering with County departments to increase the availability of harm-reduction supplies, including through development of a prototype vending machine placed at Los Angeles General's Wellness Center, distributing wellness kits to some Medical Hubs and pediatric clinics, and supporting SAPC's wellness kiosks. OCP has also promoted efforts across departments to review and update SUD policies, as well as to expand youth engagement strategies and incorporating youth voice into the youth SUD work.

Complex Care Needs

STRTP Task Force and Subsequent Complex-Care Board Directives In 2021, at the request of the directors of DCFS and DMH, OCP convened and facilitated a Short-Term Residential Therapeutic Program (STRTP) Task Force to make recommendations to improve STRTP programs, as well as overall supports and services for youth in foster care with unmet complex-care needs who are placed in congregate-care settings like STRTPs. OCP led multiple Task Force workgroups and developed recommendations to improve the overall continuum of care for youth in foster care. Recommendations included policy and practice improvements and spanned several key focus areas, including improving practice through the Child and Family Team (CFT) process, expanding multidisciplinary teaming through services like the Placement Stability Team, identifying and filling gaps in the continuum of care (especially around crisis response), and elevating and incorporating youth voice in CFTs. OCP has been diligently working with department partners and stakeholders to implement these recommendations, bringing departments together to keep on task and build consensus around implementation barriers. OCP has also been the lead facilitator between departments in addressing subsequent Board directives and report-backs related to meeting the requirements of youth with complex-care needs.

Examples of key focus areas that OCP has led, and accomplishments include:

- **Data Analysis on Complex Care** OCP conducted a data analysis for a sample of 30 youth identified by DCFS as experiencing multiple and complex needs. The analysis included Child and Adolescent Needs and Strengths (CANS) data, placement reports, and interviews with a subset of 11 DCFS social workers who provided more detailed reflections on these youth. The review indicated youth identified as those with "complex needs" experience severe difficulties in various life domains, including intersections of physical and mental health problems, social exclusion, educational issues, and, for some, justice involvement. These youth cases and profiles have been used in multidisciplinary discussions with STRTP and transitional shelter-care providers, as well as the System of Care Interagency Leadership Team, on expanding the County's continuum of supports and placements for youth with the highest complex needs. DCFS has also used these youth cases and profiles in discussions with the state in addressing the needs of youth with complex needs.

- **Increasing Supports for Youth with Complex Needs** Behavioral health, crisis response, and placement-stability supports are essential for youth with complex needs, and yet can be challenging to deliver across the county. To address this issue, the OCP worked with DCFS and DMH to conduct an analysis with staff and providers of common issues, barriers, and solutions for care coordination that have been successful with high-acuity youth. Recommendation areas included enhanced training and support for care and supervision staff, increased consistency across staff to support youth engagement and rapport building, and expanding services that were shown to be effective but not always available, like Therapeutic Behavioral Services and Applied Behavioral Analysis. In addition, OCP has worked with DCFS and DMH to expand timely crisis response services, resulting in a pilot of co-located DMH and DPH–SAPC services at the two County-operated shelters where high-acuity youth are temporarily placed. Finally, as previously mentioned, OCP has been a catalyst behind expanding DCFS’s Placement Stability Team services.
- **Near-Peer Mentoring** As evidence consistently shows the importance of engaging youth in foster care with others they can relate to, OCP has taken on a significant role in supporting the County’s efforts to implement peer, near-peer, and other types of mentoring supports. OCP had originally partnered with DCFS, Casey Family Programs (CFP), and others to expand peer support and mentoring services for young people—especially those with the most complex unmet needs who face placement instability. This included supporting an innovative pilot designed by CFP and Castillo Consulting Partners (CCP) of placing near-peer mentors with lived experience to work with young people at transitional shelter care facilities. On December 19, 2023, the Board of Supervisors passed a motion directing DCFS to contract with CCP for a one-year term to expand its near-peer mentoring pilot to all DCFS transitional shelter care facilities. OCP has been instrumental in partnering with DCFS and CCP on implementing this near-peer mentoring pilot expansion, as well as convening youth-serving departments to identify funding streams and strategies to expand and sustain mentoring, peer/near-peer support, credible messengers, and other similar programs for child-welfare and justice-involved children and youth.
- **Child and Family Team (CFT) Youth Engagement Workgroup:** OCP and DCFS co-lead a CFT/Youth Engagement workgroup to identify ways to enhance youth voice and participation in the CFT process and engagement practices. The workgroup includes all relevant stakeholders—legal partners, community agencies, STRTP providers, lived experts, and other youth-serving departments. As part of these efforts, OCP worked with the National Foster Youth Institute (NFYI) to support a cohort of four transition-age youth with lived expertise to participate in the CFT/Youth Engagement workgroup and to develop engagement resources for youth-serving departmental staff, providers, and youth. OCP is also working with DCFS and DMH to develop and implement a pilot for youth-led neutral peer facilitators of CFTs for specialized populations to support and center youth voice; this includes OCP’s partnering with those departments on contracting processes to expedite implementation.

Overall Well-Being

Creative Wellbeing In 2016, OCP identified that healing-informed arts work was being used as an effective intervention/therapy with probation-involved youth in the camps and halls, leading to positive outcomes; it saw an opportunity, and a need, to expand and implement these approaches throughout the county. OCP engaged County partners, academics, CBOs, and funders in this effort, now termed “Creative Wellbeing.” OCP, working with DCFS, DMH, the Department of Arts and Culture (DAC), and the Arts for Healing and Justice Network (AHJN), adapted this strengths- and arts-based whole-systems intervention model to be delivered in schools, at care facilities, and to youth and youth-serving adults across the county. Creative Wellbeing approaches can be utilized as both treatment and as prevention and early intervention programs in the form of mental health promotion through the arts. The goal was a systems-change model for youth mental health promotion using arts intervention.

OCP has served as a catalyst to:

- Expand Creative Wellbeing services throughout the county, with a focus on serving young people in foster care and/or at risk of being affected by the child-welfare and/or juvenile-justice systems
- Monitor and adapt Creative Wellbeing with other focus areas, including suicide prevention, LGBTQ2+ support, and substance-use support
- Incorporate youth voice in service development and implementation
- Collect data and evaluate impact

Creative Wellbeing services are currently being offered to youth and adult staff at 24 sites that include school districts, STRTPs, TSCFs, foster family agencies (FFAs) that support resource families and foster youth, school districts with high numbers of system-involved youth, and as a part of suicide prevention networks. Creative Wellbeing services have also been piloted to promote resiliency for County staff who support system-involved youth within DMH, DHS, and DPH. To date, Creative Wellbeing has served 3,314 youth and 13,035 adults at 107 sites across all Supervisorial Districts. This effort has been awarded over \$14 million in public and private funding for the period of 2019 through 2027, and recognized with numerous awards.

Cross-Cutting Approaches

OCP's cross-cutting approaches focus on rethinking the structures, programs, and processes affecting multiple entities to continually take advantage of new thinking and learning that meaningfully improves our child and family well-being and child-welfare systems. This includes addressing priority issues facing children and families by establishing partnerships across multiple sectors that offer fresh perspectives and solutions, regularly tracking and monitoring child and family outcomes and using the results to drive County policy and practice change, and seizing emerging opportunities to maximize impact for child and family well-being.

Center for Strategic Partnerships Part of the BRCCP recommendation to establish the OCP included a focus on reaching out to the philanthropic community and building strategic partnerships to help improve the child protection system. OCP established the Center for Strategic Public-Private Partnerships (CSPPP) as a three-year pilot project in 2015, with Southern California Grantmakers (SCG) serving as fiscal sponsor. Under the OCP, CSPPP's child and family well-being initiatives aligned with many of OCP's priorities around expanding prevention services like home visiting, recruiting and supporting foster families, and improving supports for transition-age youth. Following recommendations from the Chief Executive Office (CEO) in 2018 to make the Center permanent, the office was renamed the Center for Strategic Partnerships and is now housed jointly in both the CEO and SCG.

Portrait of Los Angeles County To better understand the needs of the county and families it serves, OCP facilitated the successful implementation and execution of a [Portrait of Los Angeles County](#) (*Portrait*). OCP, in partnership with DCFS and DPH, secured grant funding from the Quality and Productivity Commission's Productivity Investment Fund for this critical work. A consultant was retained and managed by OCP to convene a cross-sector advisory group consisting of County departments, universities, and philanthropy to develop recommendations based on the *Portrait's* data, help launch the report in November 2017, and conduct strategic outreach to stakeholders after the release. Based on the advisory group's recommendations, the *Portrait's* final section identified 10 high-value, evidence-based areas of investment across health, education, and income that offer great promise for reducing place-based, racial/ethnic, and gender disparities and for improving the overall well-being of county residents.

Some use cases of how the *Portrait* improved well-being for county residents include:

- Los Angeles County's Workforce Development, Aging, and Community Services Department (WDACS) and DMH developed a crosswalk matrix between educational indicators and communities with low educational scores to help them determine how best to align resources that can improve educational outcomes and prevent disconnection for youth.

- The Department of Parks and Recreation used *Portrait* findings to identify communities that would benefit most from expanded park access and programming.
- The *Portrait* informed a data story about variations in life expectancy and the drivers of inequities in Los Angeles County that was published by the University of Southern California's Neighborhood Data for Social Change in January 2019.

Delinquency Prevention and Supporting Dual-Status Youth In response to a Board motion in 2018 directing OCP to work with relevant partners on a countywide plan for dual-status youth, OCP established a collaborative workgroup to develop a plan for preventing youth from crossing over from the dependency to the delinquency system, and ensuring that those who do have the resources they need. The workgroup:

- Updated the Welfare and Institutions (WIC) §241.1 protocol that requires DCFS and Probation to jointly assess any youth who fits the description of WIC 300 (child-welfare-involved) and WIC 602 (juvenile-justice-involved)
- Developed and submitted a comprehensive set of recommendations for delinquency prevention to the Board in April 2021.

Many of the recommendations in that report align with other aspects of OCP's work around enhancing prevention supports, building the capacity of our continuum of care, ensuring high-quality case planning, and addressing the educational, behavioral health, and overall well-being needs of youth. OCP continues to partner with key County department partners and stakeholders on the implementation of these recommendations.

Strengthening Our System of Care for Children, Youth, and Families Through Assembly Bill 2083 (Chapter 815, Statutes of 2018), California requires each county to develop and implement an MOU outlining the roles and responsibilities of the various local entities that serve children and youth in foster care who have experienced severe trauma. While the legislation initially focused on the child-welfare system, counties can expand the focus of their System of Care (SOC) to ensure that all public programs for children, youth, and families provide services in an integrated, comprehensive, culturally responsive, and evidence-based/best-practice manner. Since 2021, OCP has been the impetus for strengthening Los Angeles County's SOC partnership between DCFS, DMH, Probation, DPH, DHS, DPSS, LACOE, the Juvenile Court, the seven Regional Centers, and the Department of Youth Development (DYD). OCP brought department leadership together to build more buy-in for the SOC partnership and restructured SOC committees to be more effective. OCP provides facilitation and backbone support for the SOC, works to implement priorities identified by the SOC leads, and aligns the SOC's efforts with other countywide efforts and Board priorities. OCP is also funding a statewide expert on SOC to provide technical assistance support to strengthen Los Angeles County's SOC efforts. Through OCP's leadership, the SOC partnership in Los Angeles County has made significant progress on bolstering prevention efforts for child and family well-being, addressing the complex-care needs of youth in foster care, and, more recently, improving supports for transition-age youth.

Maximizing Medi-Cal for Children and Families California Advancing and Innovating Medi-Cal (CalAIM) offers major changes, and thus new opportunities, for funding a continuum of services—community health workers, doulas, behavioral health, enhanced care management, dyadic services, and more—to benefit children and families at risk of involvement or already involved with the child-welfare system. Many departments and stakeholders are exploring how these changes will affect their populations and how their agencies might best access these funds for prevention and care-coordination efforts. Moreover, DCFS is increasingly looking at maximizing Medi-Cal as a funding stream to offer more supports and services to the children and families it serves. Through both its prevention and child-welfare-oriented work, OCP has been a leader in tracking opportunities to maximize the drawdown of Medi-Cal benefits to support children and families, coordinating efforts across County departments and community-based organizations, and funding technical assistance and providing implementation support in piloting new CalAIM benefits like enhanced case management for the child-welfare population.

Addressing Disproportionality in Child Welfare All of OCP’s projects are guided through an equity lens, with a specific focus on addressing disproportionality in the child-welfare system. OCP continues to partner with DCFS on its Eliminating Racial Disproportionality and Disparity (ERDD) work, co-leading the ERDD prevention subcommittee. OCP also partners with the Mandated Supporting Initiative to support its goal of eliminating mandated reporting as a driver of racial disproportionality and disparity within the child-welfare system; OCP supports this goal through promoting updated mandated-reporter trainings with key partners, building community pathways to supports and services so that mandated reporters can link families to community-based services, and piloting Plans of Safe Care with hospital partners so that we can move further upstream in supporting pregnant/parenting people struggling with substance use.

Promoting Information and Data Sharing Strategically using data to inform planning, activities, and decision-making is one of OCP’s core values. Promoting information- and data-sharing across relevant partners to both improve care coordination for clients and inform systems-level planning and capacity-building has been a throughline in many OCP projects. Some key highlights of our information- and data-sharing strategies:

- **Legal Hackathon** One threshold barrier to information-sharing is knowing the legal guardrails. To address this, OCP held a “Legal Hackathon” in 2017 that brought together County Counsel, leaders from across County departments, attorneys for parents and children, the Offices of the Public Defender and District Attorney, and the California Department of Social Services. Following recommendations developed there, OCP elevated the discussions to leadership within County Counsel and California’s State Counsel, which resulted in two important documents that clarify relevant law and have been foundational to information-sharing work in the County thus far: County Counsel’s *Summary of Departmental Confidentiality Rules for DCFS and Probation Youth*, released in June 2018, and the California Department of Justice’s and California Health & Human Service Agency’s *Joint*

Guidance Letter Re: Information Sharing to Identify Common Clients Between Social Service Agencies, released September 30, 2020.

- **Improving Resource Navigation and Access Through Technology** OCP has been partnering with the County’s CEO and CIO to address resource navigation and access issues in the County, focusing on the target populations of transition-age youth and families in the community. OCP has tracked and helped “connect the dots” across multiple information and referral (I&R) projects across the county to ensure that efforts are coordinated on the back end so that resource navigation is consistent and streamlined for intended end-users of these systems. OCP also continues to be part of the stakeholder process to inform the CEO and CIO on county I&R and other resource-navigation support needs in the county, particularly in the child and family well-being space, and works with partners to avoid duplicative systems that may be confusing and/or burdensome for County departments, community-based providers, and residents.
- **Measuring Our Impact in Prevention** OCP and the CIO, with funding and support from First 5 LA, worked with County departments, First 5 LA, and other stakeholders to identify countywide prevention metrics to measure the County’s efforts to strengthen children, families, and communities. To achieve the overarching goal of the Countywide Prevention Plan, we must 1) ensure that strategic goals are aligned to operational goals and 2) be able to track our progress in achieving these goals. To that end, OCP and CIO, with input and guidance from County department partners and critical stakeholders, identified a set of impact and actionable indicators to serve as guideposts for strategic and operational improvements in the County’s broad-based prevention programming and policies for child and family well-being. The indicators identified in the CPM dashboards are a *starting point* for common prevention-related measures and will evolve over time and align with other county-wide data metrics. To capture the holistic goal of the Prevention Plan, we developed a CPM ecological framework of three levels—strengthening children, strengthening families, and strengthening communities—and encompassing three dimensions: health, safety, and development/well-being. A first set of dashboards was released in 2021; updated and new dashboards across the domain areas of safety, development/well-being, and health were released in October 2024 on the [CIO’s Open Data Portal](#).
- **Facilitating Evaluations Through the Children’s Data Network** Using our delegated authority, OCP executed a data-sharing agreement between the County and the University of Southern California’s Children’s Data Network (CDN), which has facilitated critical no-cost technical assistance to and evaluations of DCFS initiatives, including the risk stratification pilot. Risk stratification utilizes a predictive risk model and several management applications designed to support high-quality child-protection investigations. In September 2024, based on ongoing data-tracking and evaluation by CDN and DCFS, DCFS announced “significant improvements” in child safety in the offices piloting the risk stratification model. These improvements, accomplished without increasing racial disparities, have prompted DCFS to adopt

and expand the model's use to three additional regional offices. OCP's partnership with CDN has also supported Los Angeles County's System of Care partnership: CDN obtained and shared with OCP Los Angeles County-specific data from the state's System of Care data-matching efforts to identify shared clients, analyze service gaps, and recommend capacity-building across System of Care partners.

Process for Recommendations on OCP's Scope and Developing the Strategic Plan Roadmap

To address directives #3 and #4 of the Board's June motion, OCP conducted an internal assessment of the key levers for our successes, barriers to our work, and other County bodies involved in child and family well-being and child welfare. OCP also sought input from key stakeholders—including Board offices; leadership from County departments, commissions, and initiatives; community partners including providers, advocacy organizations, and non-County public agencies; and lived experts—through interviews and listening sessions. OCP also conducted a meta-analysis of community input from recent listening sessions organized through prevention-focused efforts. Summaries from the community listening sessions and the meta-analysis of community input can be found in **Attachment B** and **Attachment C**, respectively.

The following key themes emerged that shaped the development of our Strategic Plan Roadmap (**Attachment D**).

Focus on Systems Change Stakeholders lifted up that OCP's role should primarily be at the systems level, focused on understanding root problems and improving and changing systems that affect the immediate needs of children, families, and young people in Los Angeles County. The opportunities that partners identified as priorities for this work were:

- **Accountability** OCP has a key role in ensuring that Los Angeles County initiatives for children and families are moving forward and making the desired impact. Stakeholders emphasized OCP's unique role in tracking and evaluating initiatives across systems, and communicating with the Board on progress and recommendations.
- **Systems Integration** OCP should continue its role of enabling effective navigation and utilization of services by connecting County and community resources, as well as identifying where gaps exist and how to fill them. The need for continued support and development of processes for data-sharing and linkage in this work was also consistently identified.
- **Prevention** OCP has a vital role in prevention from a systems-change perspective, related to child and family involvement in County systems. This included strengthening the capacity of community-based resources to support families by developing mechanisms for coordination with County departments, addressing policy gaps, and providing support in accessing funding sources to build community capacity.

Scope Feedback uncovered significant alignment between OCP's current scope and what its scope should be in the future—a focus on child and family well-being, especially for those who are most vulnerable. Stakeholders identified a desire to ensure the continued effectiveness of OCP by identifying a clear and defined focus that takes advantage of the unique expertise and positionality of the OCP within Los Angeles County government. While feedback varied, three predominant recommendations surfaced regarding the scope of the OCP's work:

- **Clarity** Stakeholders felt that the OCP needs to be specific and clear about what type of work falls into its scope, what its role and function should be in that work, and what work falls outside of that scope.
- **Overlap** Stakeholders suggested an ongoing examination of how OCP's current and potential scope overlaps with other departments and initiatives to mitigate duplicative work and consider what might be moved onto or off of OCP's plate.
- **Alignment** Stakeholders acknowledged the unique skills and capacity of the OCP team, as well as its positionality and authority to inform what work is the best fit.

Function In ranking OCP's current roles by where it is most effective, stakeholders felt that OCP was most impactful when implementing multiagency collaboratives to improve child and family well-being and child-welfare systems, as well as coordinating cross-departmental and cross-sector problem-solving. Feedback highlighted three primary functions where OCP was best positioned to make the most significant impact in the sphere of child and family well-being.

- **Strategic Alignment**
 - **Coordination** By understanding the broad scope of work being done across the county (by other departments, agencies, initiatives, community partners, etc.), and how it all fits together to coordinate and align efforts—as well as mitigate duplicative work—the OCP does and should continue to play a key role as a coordinator. Some key areas identified for this were in prevention, behavioral health, and transition-age youth.
 - **Collaboration and Relationship Building** By acting as a thought partner, capacity builder, advocate, and connector, and by building relationships and networks to address community needs, OCP can continue to facilitate significant impact.
- **Supporting and Tracking Implementation**
 - **Development** Provide facilitation and support to departments, agencies, initiatives, community partners, etc., as they develop and execute priority-level programs and policies.
 - **Tracking and Guidance** Facilitate ongoing tracking and communication to leadership (i.e., the Board, department leadership) around goals to ensure that

projects and policies are implemented with fidelity and that adjustments are made when needed.

- **Leading Systems Change** Taking a leadership role to address the three systems-change opportunities highlighted above: **accountability**, **systems integration**, and **prevention**.

Centering Lived Experience Stakeholders consistently identified the importance of gaining the perspectives of community and systems-impacted young people and families to inform all work and evaluation efforts.

Name Change While stakeholders acknowledged the importance of name recognition for “Office of Child Protection,” some discussion also arose around the fact that the name includes “protection,” which may create some confusion, or even concern, about the work done by the OCP. There was also consensus around the fact that the work done by the office (both from the beginning and as it has evolved) has always gone far beyond “protection” and is in fact focused on a strengths-based approach to working with children, families, and young people. Some suggestions for potential alternative names were made—Office of Child and Family Well-Being, Office of Systems Integration for Child Well-Being, Office of Child Equity, etc.—but none sparked wide agreement and each had potential drawbacks (e.g., too broad, too long, not providing additional clarity about the work done by the office). While no consensus has been reached on whether or not the nomenclature should be changed and what it might be changed to, we remain open to suggestion on both of those issues.

Strategic Plan Roadmap Given the short timeframe in which to both obtain feedback from key stakeholders and develop a new strategic plan, OCP decided instead to develop and submit for the Board’s consideration a new Strategic Plan Roadmap. The roadmap, included as **Attachment D**, includes:

- **Reframing Our Approach** Utilizing targeted universalism, OCP will work to strengthen overall child and family well-being outcomes in LA County with focused strategies to better support children and families impacted by, or at risk of involvement with, the child welfare system
- **Reframing Our Role** OCP will serve as the County’s lead on centralized policy advocacy and systems-change specifically for child and family well-being priorities.
- **Three Proposed Focus Areas**
 - 1) *Strengthen the capacity of and access to community-based resources* so that families can get what they need before touching County safety-net programs
 - 2) *Enhance the state-required Children and Youth System of Care partnership in Los Angeles County to increase shared responsibility/accountability* across child- and youth-serving departments

3) *Work toward behavioral health integration and improved health outcomes for children and youth*, particularly those who are systems-involved

We also propose to revise how we track our work and impact through:

- Regular policy presentations to the Board on child/family well-being and child-welfare priorities and recommendations
- An annual report to the Board of Supervisors on the implementation of these priorities
- An annual stakeholder meeting to keep partners informed and receive feedback

Once the Board reviews, provides feedback on, and adopts this roadmap, OCP will catalogue its existing projects/work to identify any projects that may no longer fit with the newly adopted roadmap and priority focus areas adopted by the Board. We will also work to engage community and County partners to develop, enhance, or refine specific objectives and performance metrics in a final five-year Strategic Plan. Once that Strategic Plan is approved, we will also work with the Board and CEO to identify and secure any needed resources, including potentially additional staffing items and funding, to successfully implement the new Plan.

Finally, OCP is committed to continuing our efforts to align our work with key partners like the PPSGC, County partners in the SOC, and other Board-directed priorities. There is much work to be done to ensure children and families thrive in Los Angeles County. OCP will continue to coordinate and collaborate with leadership across the County and in the community to bolster child and family well-being efforts and improve the lives of the children and families we serve.

Conclusion

As this report reflects, the work of the OCP for the last nine-plus years has been significant, substantial, and transparent, despite the fact that the OCP was never given the overarching authority envisioned by the BRCCP. Instead, it was expected that the OCP, with the express support of the Board of Supervisors, would lead, “a broad partnership that implements meaningful solutions to improve the lives of children and families,” as noted in OCP’s mission. This support from the Board has been crucial to the OCP’s ability to convene County departments, community organizations, and others to collaborate on many meaningful solutions. As long as the Board continues to encourage County departments and others to work with the OCP, the OCP will be able to facilitate collaboration to improve the lives of children and families in Los Angeles County. While much has been accomplished, much more still needs to be done.



PREVENTION LEADERSHIP: STRENGTHENING CHILD & FAMILY WELL-BEING IN LOS ANGELES COUNTY OFFICE OF CHILD PROTECTION 2017 TO PRESENT

In 2017, the Los Angeles County Office of Child Protection facilitated County Departments and partners in developing a seven-point countywide prevention plan to improve child and family well-being:

- 01 Map and Weave Together Prevention Networks
- 02 Expand Prevention & Aftercare (P&A) Network Capacity
- 03 Create a Universal Home-Visitation System
- 04 Improve Access to Early Care and Education (ECE) Programs
- 05 Monitor the Overall Well-Being of Communities
- 06 Develop Measures of Prevention to Evaluate Our Efforts
- 07 Implement Prevention Strategies Identified by County Departments



Since 2017, **OCP has been a key leader in the prevention plan’s implementation**, as highlighted on pages 2–4.

It also has flexibly **lent its expertise, facilitation, and resources to newly emerging family strengthening efforts.**

These efforts include initiating **Thriving Families** and leading **Community Pathways** development (page 5).

HOW OCP DRIVES CHANGE

OCP leads in the prevention space by:

- ✓Coordinating cross-departmental and cross-sector problem-solving
- ✓Providing deep systemic expertise and flexible facilitation, consultation, and implementation support
- ✓Activating individual stakeholders and departments to take on needed system changes and ownership
- ✓Building a shared understanding of key goals and roles
- ✓Contributing funds to transformative investments
- ✓Identifying and brokering sustainable funding and key policy changes to ensure long-term impact

01 Map/Weave Together Prevention Networks

Mapping & Community-Vetted Recommendations

- In 2018–2019, the OCP and its partners mapped over 500 prevention-related entities throughout the county (e.g., Best Start, P&As, agencies, networks) and—through 11 community and parent sessions—vetted strategies for enhancing coordination.

Economic Influence

- OCP identified improved access to family economic well-being resources as a priority. This contributed to the inclusion of economic supports in both [First 5 LA](#) and County strategic planning, and helped build momentum with partners to create new financial well-being initiatives.
- OCP provided \$600,000 in early funding for the County's Poverty Alleviation Initiative tax-credit work to help residents access \$20 million of otherwise unclaimed dollars.

Online Mapping-Tool Creation

- OCP developed an [online mapping tool](#) for prevention partners to use to better leverage and coordinate geographic investments.

Information, Referral, and Connection System Design

- OCP collaborated with the County's Chief Executive Office (CEO), the Office of the Chief Information Officer (CIO), County departments, community agencies, and other stakeholders to strategize a countywide Information, Referral, and Connection (IR&C) system to meet community, organizational, and transition-age youth needs. This work culminated in the CIO's moving forward with the Los Angeles County Community Information Exchange (LACCIE) that can serve as a hub to integrate I&R services for the County.

02 Expand Prevention & Aftercare (P&A) Network Capacity

Expanding Funding

- In 2018, OCP successfully partnered with the Department of Mental Health (DMH) to expand P&A contracts by \$19.6 million with DMH's Mental Health Services Act Prevention and Early Intervention (MHSA-PEI) funding.
- In 2019, OCP worked with the Department of Children and Family Services (DCFS) and DMH to release \$30 million in additional MHSA-PEI funding for P&A services.
- OCP directly contributed more than \$3 million in funds to sustain P&A networks.
- In 2020–2023, OCP collaborated with DCFS and other partners to pursue Family First Prevention Services Act (FFPSA) federal funding for P&A navigation services, including testing billing procedures in learning sites.

Hotline to Helpline

- Beginning in 2018, OCP, DCFS, and P&A providers launched the Community Prevention Linkages (CPL) or "Hotline to Helpline" project, with OCP contributing \$600,000 to provide services to families identified by DCFS' Child Protection Hotline who do not meet the threshold for an investigation, but who could benefit from community prevention supports.
- Under this initiative, the number of families connected to community supports more than tripled and the rate of children re-referred to DCFS with substantiated abuse or neglect dropped by 1.22%; for those re-referred, 16.54% more CPL-program children safely remained in their homes while their families received DCFS services.



03 Create a Universal Home-Visitation System

Strategic Planning

- OCP funded the lead consultant who led County partners to create and oversee implementation of the July 2018 Countywide plan for home-visitation services.

Increasing Funding

- Los Angeles County increased funding for home visiting by 55% (from \$90 million to \$139.5 million) from fiscal year (FY) 2016–2017 to FY 2019–2020, adding new CalWORKs, Mental Health Services Act, Title XIX match, and Healthy Start funds.
- Since 2020, Los Angeles County has added funds for home visiting through the California Home Visiting Program, California Home Visiting Innovation, Whole Person Care, Substance Abuse Prevention and Control and American Rescue Plan Act allocations, CalWORKs, First 5 California Home Visiting Innovation sources, plus via Health Plan partnerships with Health Net[®] of California, Blue Shield of California, and Molina Healthcare Inc.
- OCP has been a driving influence in building out FFPSA billing for home visiting in Los Angeles, performing fiscal matching analyses, needs estimates, contracting and state plan guidance, advocacy, and referral pathway building for community (Los Angeles Unified School District [LAUSD], hospital, child care provider, Family Resource Centers), Probation, and DCFS families.



Improving Access and Coordination—Creating New Technology & Governance Structures

- OCP oversaw the creation of an eDirectory in 2019 and supported implementation of the *Help Me Grow* hotline and referral network, which helps families connect to home visiting and other supports for children with developmental delays.
- From 2018 to 2023, OCP facilitated the Home-Visiting Collaborative Leadership Council, then supported the development of and transition to a revised governance leadership structure led by the Department of Public Health (DPH), First 5 LA, and Los Angeles Best Babies Network in 2023.

04 Improve Access to ECE Programs

Emergency Child Care Bridge Creation

- OCP worked with DCFS and early-education partners to launch the Emergency Child Care Bridge Program, ensuring emergency child care for DCFS-involved children with licensed and license-exempt child care providers located in Los Angeles County.

Fiscal Analysis & Strategic Planning

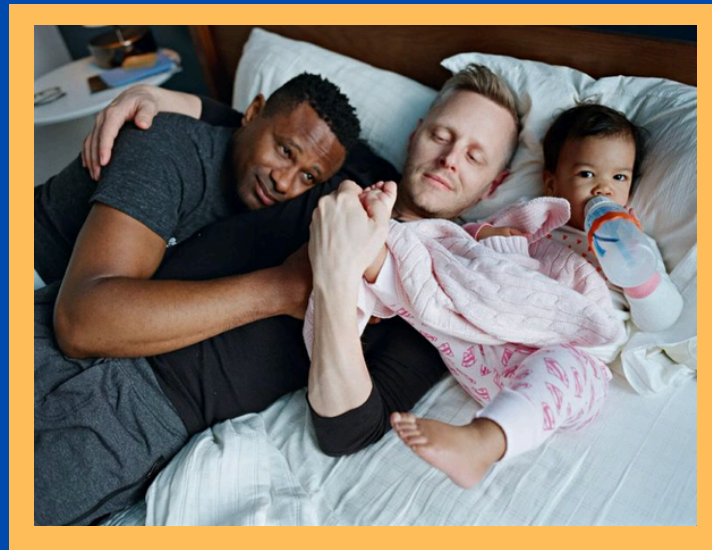
- OCP secured a Los Angeles County Quality and Productivity Commission grant to conduct a comprehensive financial analysis of early care and education programs across the county. It was released in 2019 and used to guide the County's Office for the Advancement of Early Care and Education (OAECE) 2020–2025 strategic plan.

Post-Pandemic Measures

- After an intense focus on ensuring safe child care through the COVID-19 pandemic, County partners used recommendations developed during that time to guide the improvement of infant and toddler care, workforce compensation, and universal pre-kindergarten (UPK) programming in Los Angeles County, including distributing \$1,505,400 in Workforce Pathways LA (AB 212 incentives for ECE workforce professional development; implementing \$3,243,000 in Universal Pre-Kindergarten Planning Grant funds; investing \$3,626,000 in Conrad N. Hilton Foundation funds to build infant-toddler facility and caregiver capacity; and launching a development toolkit for ECE facilities, an ECE Facility Fee Waiver, and birth-to-three programs (ECE-BT3).

05 Monitor Community Well-Being




- In November 2017, OCP released *A Portrait of Los Angeles County*, a report capturing countywide health, education, and income-stability data, and calculating Human Development Index scores in neighborhoods throughout the county.



- *Portrait of LA* was then disseminated to approximately 2,000 programs/organizations and used across multiple departments (Parks and Recreation, DMH, the Los Angeles County Office of Education [LACOE], an agency later bifurcated into the Department of Economic Opportunity and the Department of Aging & Disabilities, the Arts Commission, the Community Development Commission, the Los Angeles Unified School District [LAUSD], the Commission for Women) to better target family-strengthening prevention efforts and identify consistent measurements for economic stability. For example, as a result of this and other presentations, LAUSD approved the opening of 16 new early learning centers throughout the district in 2018.

06 Develop Standardized Measures of Prevention to Evaluate Our Efforts

- OCP worked with the County's Chief Information Office (CIO), First 5 LA, DMH, DCFS, the Children's Data Network, the CEO, DPH, DHS, and LACOE to develop standardized measures of prevention outcomes, along with a draft set of metrics, data sources for measuring them, and a corresponding ecological framework.
- The OCP and CIO released initial data dashboards for these metrics in 2021 using the CIO's Open Data Platform, and will be releasing new dashboards in 2024.
- OCP collaborated with the County's Prevention Task Force in 2022–2023 to support the leveraging of this work as the Task Force developed its recommendations for updated County prevention metrics.

Countywide Prevention Metrics Impact Indicators			
	Safety	Development & Well-being	Health
 <p>Strengthening children</p>	<ul style="list-style-type: none"> • Cumulative risk of CPS involvement • Rate of preventable child injury and child death 	<ul style="list-style-type: none"> • Measures of early childhood development • K-12 education measures • Rate of disconnected youth • Rate of juvenile arrests 	<ul style="list-style-type: none"> • Rate of infant mortality • Measures of youth development and wellbeing
 <p>Strengthening families</p>	<ul style="list-style-type: none"> • Rate of families experiencing domestic and intimate partner violence 	<ul style="list-style-type: none"> • Measures of families experiencing financial insecurity • Measures of families experiencing housing insecurity 	<ul style="list-style-type: none"> • Measures of maternal mental health
 <p>Strengthening communities</p>	<ul style="list-style-type: none"> • Measures of perceived community safety 	<ul style="list-style-type: none"> • Measures of community wellbeing 	<ul style="list-style-type: none"> • Measures of food access and food security

07 Nurture Prevention Strategies Identified by County Departments

Promoting Parent/Child Bonding and Early Literacy

- In May 2018, the Los Angeles County Library launched a new program, *Reading Machine*—in partnership with DMH, LACOE, and the OCP—to provide mobile early literacy and caregiver-support services to day cares and residents. The Library also expanded its *Family Place* programming, building strong bonds amongst families while promoting early literacy and connecting families to resources.

Expanding Youth-Focused Community Resources

- In 2018, DMH, Probation, DCFS, OCP, and DPH initiated funding to expand the Department of Parks and Recreation's *Parks After Dark* program—which builds social cohesion, connects families to resources, decreases crime, and builds resilient communities—from 23 to 33 parks and to include winter and spring programming.
- With OCP's encouragement, Probation granted Parks and Recreation \$1 million to launch an *Enhanced Parent Project*, teaching parenting skills and plans for managing behavioral problems.

Preventing or Reducing Teen Involvement in the Juvenile Justice System

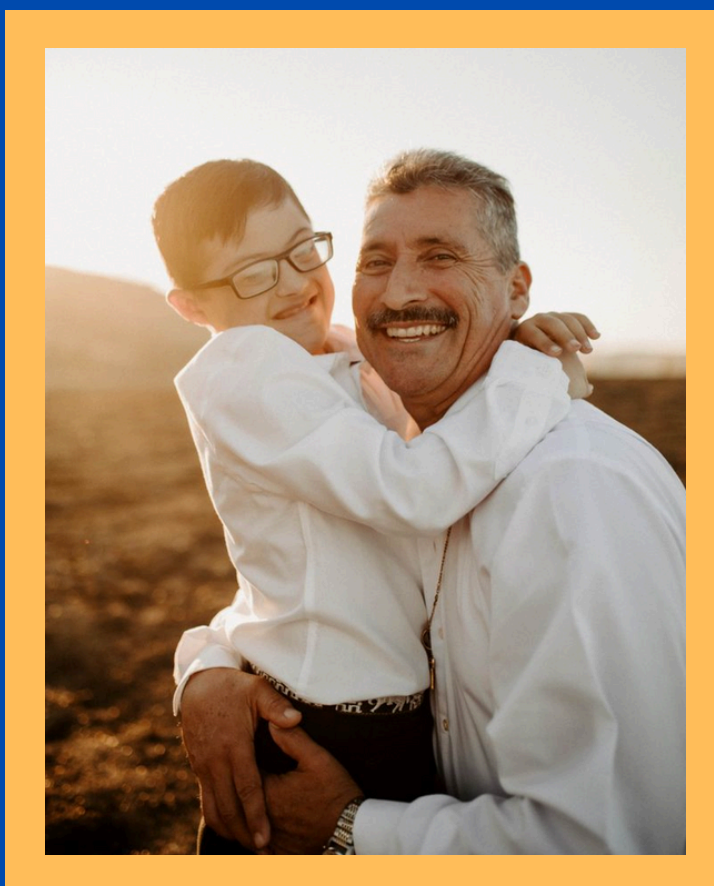
- In August 2018, with OCP's support, DHS and Probation launched the *Whole Person Care Juvenile Re-Entry* pilot program, which smooths transitions for youth released from Probation's juvenile halls and camps and improves their social and behavioral determinants of health.
- Probation and the County Library also partnered to provide probation-involved youth with literacy programs, prosocial adult support to youth, resources for families (art, literacy, technology, and teen and adult learning labs), and paid internships that can lead to viable career paths and/or higher education opportunities.



07 Nurture Prevention Strategies Identified by County Departments (cont.)

Operationalizing New Prevention Funds to Support County Departmental and Community Efforts

- Since 2019, OCP has helped DCFS and its partners operationalize FFPSA billing for prevention services in Los Angeles—providing technical assistance, fiscal analysis, and Community Pathway leadership. OCP worked with partners (DCFS, DPH, First 5, and others) to ensure maximization FFPSA draw-down for evidence-based practices (EBPs) and the successful navigation of families to both EBP and non-EBP community supports; and championed the need for braiding with other funding to fully meet our diverse community needs.
- OCP collaborated with DCFS and partners to develop a Comprehensive Prevention Plan, advocate at the state level regarding data and billing needs, plan learning-site activities, and align Community Pathway build-out with the County’s Mandated Supporting Initiative’s community network planning.
- In 2022–2023, OCP supported DCFS in strategizing opportunities to use State Block Grant (SBG), American Rescue Plan, Family First Transition Act, and other funds to support prevention efforts. OCP worked with DCFS to designate the nonprofit group Southern California Grantmakers as the fiscal agent, so that DCFS could operationalize SBG funding for 11 innovative prevention initiatives.



Support for Prevention Beyond the County Plan: 2020–Present

Thriving Families, Safer Children (TFSC)

- OCP applied for *Thriving Families, Safer Children* in partnership with DCFS, and in 2020 was chosen by the U.S. Children’s Bureau. It has since partnered with Casey Family Programs, Prevent Child Abuse America, the Children’s Bureau, five local community agencies, and numerous residents with lived expertise to co-design a best-in-class system of family and community well-being, building from the ground up, including using participatory budgeting, evaluation, and advocacy.
- In 2022, this team released *Priorities for Change from Community Visioning Sessions*, which showcases the top themes gathered from 29 visioning sessions with over 450 residents from across Los Angeles County—including all its Service Planning Areas and supervisorial districts—in partnership with over 20 additional local organizations.
- In 2023, OCP worked with DCFS, Casey Family Programs, and others to secure \$1 million in SBG funds over two years for five *Thriving Families* projects to be led by community members with lived expertise.
- OCP also provided funding to compensate individuals with lived expertise from *Thriving Families* to help co-design a Prevention Advisory Group to guide the implementation of the Los Angeles County Comprehensive Prevention Plan.

Supporting Prevention Services Task Force and Subsequent Governance Structures

- OCP was a member of the Prevention Services Task Force, co-led its Coordination Working Table, and continues supporting the evolving work of the new Prevention and Promotion Coordination and Implementation Team.



Support for Prevention Beyond the County Plan: 2020–Present (continued) | Community Pathways Leadership

- OCP has led a bold vision for Community Pathways—one that connects families efficiently to the right resources for their goals, needs and culture—building off FFPSA *Community Pathways* funding newly available through DCFS and Probation.
- Referral Improvement: In 2023, building off the information & referral (I&R) technology efforts described above, OCP orchestrated and oversaw the use of philanthropic funds to develop recommendations for improving coordination and access to resources as part of the Community Pathways/networks build-out—including technological, staffing, funding, and scaling recommendations vetted with County and community partners.



- OCP is leading three pilot projects moving Los Angeles toward achieving this vision: one with LAUSD, connecting pregnant and parenting families with young children to FFPSA-eligible home-visiting supports; one embedding screening and referral connections into the subsidized child care Resource & Referral Agency processes; and one piloting the initiation of *Plans of Safe Care* in hospital/health settings to improve supports for birthing families experiencing substance use.
- OCP also funded DHS's *Strong Healthy and Resilient Kids* (SHARK) clinic to establish a sustainable model for connecting families to resources drawing on Medi-Cal Community Health Worker funding.

OCP Strategic Planning Listening Sessions: Highlights & Key Trends

The Office of Child Protection (OCP) conducted listening sessions with community stakeholders to gather insights and perspectives that will inform OCP's new strategic roadmap. Following a thematic analysis, several areas were identified as potential priorities on which OCP should focus and the role and function OCP should take to address these priorities.





Focus on Systems Change



While immediate needs were raised in stakeholder feedback, the overall sentiment was that OCP's role should primarily be at the systems level, focused on understanding root problems and improving or changing systems that impact the immediate needs of children, families, and young people in LA County.

The feedback highlighted **three systems change opportunities** stakeholders say are the *most* important for OCP to focus on from 2025-2030.

1. **Accountability**

- *Oversight* – holding departments, agencies, and initiatives accountable through elevated oversight.
- *Tracking and evaluation* – tracking project milestones to ensure departments, agencies, and initiatives meet their goals and evaluating efforts to identify what's working and what's not based on data and outcome measurements.

2. **Systems Integration**

- *Family-oriented care and resource coordination* – connecting County resources and services to improve access and navigation, increase utilization, and streamline support. Identify where, how, and which CBOs can fill gaps.
- *Data sharing & linkage* – Streamline both internal (County) and external (community, family, youth) supportive systems by focusing on data sharing and linkage across the County; a specific focus on contracts, funding, and healthcare coverage, i.e. Medi-Cal and CalAIM.

3. **Prevention**

- *Key supports* – expanding access to legal aid, substance use support, physical and mental healthcare services, and IPV/DV support services.
- *Concrete basic needs* – expanding access to economic support, housing, food, transportation, and child care to prevent initial or further system involvement.

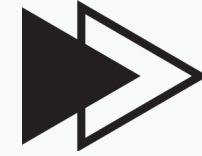


Dial in on Scope & Function

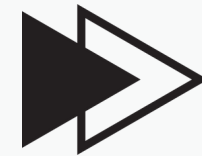


Stakeholders were asked if and how OCP's scope of work should change to better support child and family wellbeing.

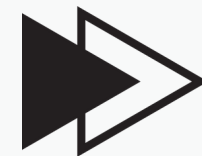
While there was no clear consensus on whether OCP's scope should expand or reduce, the resounding feedback called for the scope to be **immensely focused**, with **three predominant recommendations**.



Clarity: be specific and clear about what type of work falls into the scope, including OCP's specific role and function, and what work is *not* included.



Overlap: examine how the current and potential scope overlaps with other departments and initiatives to mitigate duplicative work and consider what might be moved in or out of OCP's scope.



Alignment: consider the skills and capacity of the OCP team, as well as OCP's positionality, and authority to inform what work is the best fit for the team and organization.



Dial in on Scope & Function



The feedback highlighted **three primary functions** stakeholders say are the most important for OCP to take on in the future as part of OCP's role and scope.

1. Strategic Alignment

- *Coordination* – understanding the broad scope of work being done across the County (by other agencies, initiatives, CBOs, etc), how it all fits together to coordinate and align efforts, as well as mitigate duplicative work.
- *Collaboration and relationship building* – acting as a thought partner, capacity builder, advocate, and connector and building relationships and networks to address community needs.

2. Implementation

- *Support* – coming alongside departments, agencies, initiatives, CBOs, etc. to support the execution of programs and policies.
- *Oversight and leadership* – ensuring work is executed to completion, lead or oversee implementation efforts of (scope-aligned) policies and programs.

3. Systems Change

- *Leadership* – leading the charge to address the three systems change opportunities highlighted previously: *accountability, systems integration, and prevention.*



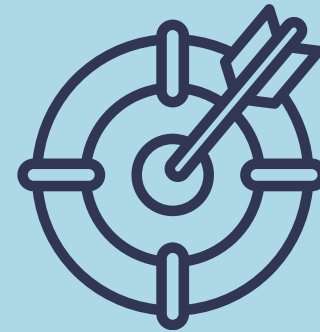
Alignment with OCP's Role & Scope

When asked to reflect on OCP's current role and scope to rank **OCP's biggest strengths**, the top-ranked across all groups align with the feedback above.

Top-ranked current roles:

- Implementing multiagency collaboratives to improve child and family wellbeing and child welfare systems.
- Coordinating cross-departmental and cross-sector problem-solving.

While there wasn't consistency across the other rankings in terms of strength, there was **significant alignment** between OCP's current work and the feedback on what OCP's future role and scope should be.



Throughlines

Two areas did not rise to the top of any one section but appeared **throughout all the feedback** as areas community stakeholders deem important.

Centering Lived Experience

- *Youth and Family Voice* – consistently gain the perspectives of system-impacted young people and families to inform all work and evaluation efforts.
- *Elevating Community* – engage in community-centric decision-making and ensure community members are at the table wherever OCP has influence.

Transitional Age Youth (TAY)

- *Wellbeing* – ensuring both concrete and wellness supports are available to young adults impacted by the foster care system.
- *Transition Support* – making sure TAY have what they need when transitioning out of care



Community Input Meta-Analysis: L.A. County Child & Family Wellbeing Priorities & Gaps

SUMMARY

A thorough review of LA County-specific community feedback from 2012-2024 revealed four primary concrete needs and five primary structural needs as the most prominent priorities to address gaps and maximize child and family wellbeing in Los Angeles County. Additional needs were identified but found to be largely dependent on individual communities.

PRIORITIES

This meta-analysis of community input yielded the following priorities:

- Support initiatives and policies to **increase the supply of affordable housing** units, **mental healthcare**, and affordable **childcare** in LA County. Work with providers to explore cost-sharing initiatives or sliding scale fees and advocate for increased state and federal funding for housing, healthcare, and childcare.
- Promote **economic wellbeing**. Decrease reliance on “bad” jobs through expanded County jobs and guaranteed income programs; prevent poverty and promote economic mobility.
- **Increase funding and contracting opportunities for community-based organizations** (service providers and systems navigators); reduce barriers to equitable contracting with CBOs to provide community-based, culturally relevant services.
- **Build supportive opportunities rather than punitive approaches**. Pursue resources over investigations and incarceration; remove kin-care barriers; ensure parent’s legal rights; pay for court-mandated services.
- **Reduce eligibility requirements** for cash assistance, housing, healthcare, and childcare subsidies.
- **Empower community leaders and allow flexibility to tailor supports**. Embrace community expertise; identify barriers specific to the high need populations and communities, and allow flexibility to deliver trauma-informed, culturally-aligned services; empower community leaders by actively listening to their ideas and funding/supporting solutions they propose.
- **Increase accountability** for County follow-through on directed or agreed-upon changes and actions.

Sources of Community Input that Identified Each Item as a Priority

Concrete Needs	Community Members	Government Studies	Community Org Leaders	Resource Navigators
AFFORDABLE HOUSING	●	●	●	●
MENTAL HEALTH CARE	●	●	●	●
AFFORDABLE CHILD CARE	●	●	●	●
ECONOMIC WELLBEING	●	●	●	●
Structural Needs				
COMMUNITY-BASED DELIVERY	●	●	●	●
SUPPORT NOT PUNISHMENT	●	●	●	
REDUCE ELIGIBILITY BARRIERS	●	●	●	●
COMMUNITY EMPOWERMENT	●	●	●	
IMPROVED ACCOUNTABILITY	●	●	●	

RECOMMENDATIONS FOR NEXT STEPS:

- Investigate funding sources and opportunities specific to each primary concrete and structural need.
- Explore root causes, specifically where policy changes or funding can/should be applied. Analyze upcoming county, state, or federal policy related to promoting the primary needs and structural changes.
- Implement funding expansion and advocacy opportunities.
- Continue to bolster current eligibility reform and contract reform efforts being led by DPSS and CEO.

CONCRETE NEEDS

Affordable Housing
Mental Health Care
Affordable Child Care

ROOT CAUSES & PRIMARY LIMITATIONS IMPACTING CONCRETE NEEDS

Capacity: Shortage of units and providers that meet families’ needs
Cost: Costs are too high; shortage of subsidies/aid/vouchers
Eligibility: Strict requirements are prohibitive to access and aid
Navigation: Complex and disconnected systems limit access

Economic wellbeing

Eligibility: Strict requirements for cash assistance are prohibitive
“Bad” Jobs: Lack of safe, consistent, stable jobs with living wages
Navigation: Complex and disconnected systems limit access
Racial Bias: Inequitable economic policies have led to racially disproportionate economic insecurity

STRUCTURAL NEEDS

Community-Based
Delivery System

ROOT CAUSES & PRIMARY LIMITATIONS IMPACTING STRUCTURAL NEEDS

Staffing: Limited staff are unable to initiate contact/link to services
Referral Process: The complex process limits linkages within/to CBOs
Contracts/Concentrated Funds: Contracting is not feasible for smaller CBOs
Funding: Community-based organizations lack sufficient funding
One-size-fits-all approach: Lack of distinct demographic focus limits trauma-informed, culturally aligned, and effective supports.
Navigation: Complex and disconnected systems limit access

Support not Punishment

Punitive Systems: Unnecessary investigations, family separation, punitive approaches with domestic violence victims, over/under-policing, and incarceration can cause more harm, especially when community support could have better helped resolve family challenges.
Racial Bias: Inequitable justice policies have led to racially disproportionate outcomes negatively impacting people of color

Community
Empowerment

Ignoring Community Expertise: Unresponsive service systems waste precious funds and fall short on the most important outcomes.
Isolation: Isolation is destructive to wellbeing and social capital
Lack of Community Spaces: Not enough access to safe and affordable indoor/outdoor spaces to convene, build community, and create connections, especially for families and young people.
Harmful Public Safety Systems: Traditional, non-community-centric “safety” systems often leave communities disempowered and less safe.
Divestment: Dispossession, diminishing investment, and removal of resources from low-income communities leave communities and community leaders unable to adequately address community needs.
Racial Bias: Paternalistic polices that prevent personal and community decision-making and autonomy disproportionately impact people of color.

Accountability

Lack of clear outcome and accountability mechanisms: The absence of transparency regarding agreed upon outcomes and lack of mechanisms to hold departments accountable for outcomes and systemic changes results in reduced impact and follow-through on directed or agreed-upon actions.
Siloes & Fragmentation: County services that are siloed and/or fragmented across different departments can be difficult to coordinate; differing outcome definitions and systems make evaluating performance challenging.

Community-Dependent Needs (presented in research, not exhaustive)

Disability Assistance
Food/Nutritional Support
Parenting Courses

Substance Abuse Services
Transportation Supports
Youth Development

DV/IPV Services
Legal Services
Quality Education

Source

Demographic Representation

Community Members

Thriving Families, Safer Children: Priorities for Change from Community Visioning Sessions, September 2022.
https://childcare.lacounty.gov/wp-content/uploads/2022/12/Thriving-Families-Safer-Children_Community-Report_Sept-202250.pdf

450 residents across LA County, representing all five supervisorial districts, and all eight SPAs, with a focus on individuals from historically marginalized communities.

Poverty Alleviation Initiative Strategic Plan, June 2022.
https://file.lacounty.gov/SDSInter/lac/1126204_PAIStrategicFramework_June2022.pdf

643 low-income residents, adolescents to adults in their 70s, and from a variety of ethnic backgrounds, gender identities, and sexual orientations.

LA County Youth Justice Reimagined: Recommendations of the Los Angeles County Youth Justice Work Group. W. Haywood Burns Institute, October 2020.
<https://burnsinstitute.org/wp-content/uploads/2020/11/Youth-Justice-Reimagined-2020.pdf>

Youth Justice Work Group (YJWG) comprised of 150 monthly participants representing youth leaders, community organizations, youth-serving government agencies and justice partners focused on youth justice and youth system involvement in Los Angeles County. The report was also informed by Listening Sessions (focus groups for 10-15 people), Learning Exchanges (peer-learning opportunities with other jurisdictions), one-on-ones (meetings with key stakeholders) and surveys.

County of Los Angeles Prevention and Promotion Services Governance Committee (PPSGC): Thematic Analysis, March 2024.

PPSGC review and analysis of 29 sources of community input, including but not limited to:

- *First 5 LA 2020-2028 Strategic Plan*,
- *Bold Vision-Community Council Final Report*,
- *Adverse Childhood Experiences (ACEs) Study*,
- *Los Angeles County Homeless Initiative- Public Webinar Presentation & Listening Sessions Feedback*,
- *DMH Prevention Programs Community Feedback-Thematic Analysis*,
- *Your Voice, Your Library, Your Community- 2022 LA County Library Listening Sessions*
- *Purposeful Aging Los Angeles (PALA) - An Age Friendly Initiative*,
- *Stakeholder Perspectives: LA County Office of Violence Prevention*,
- *Report on Addressing the Inequities Facing Transgender, Gender Non-Conforming, and Intersex People (Item No. 2, Agenda of November 22, 2022)*,
- *Update on Coordinating Faith Based Outreach by County Departments (Item No. 39, Agenda of May 17, 2022)*,
- *DPH Safety Listening Session Summaries for First, Second, Third, Fourth, Fifth Districts (2023)*.

County of Los Angeles Prevention Services Task Force: Detailed summary, background, and exhibits, March 14, 2023.
https://file.lacounty.gov/SDSInter/ceo/ardi/1140865_AttachmentIII.pdf

Prevention Services Task Force analysis of academic research, data, and policy analysis, as well as stakeholder interviews across a wide array of LA County residents, employees, and subject matter experts.

Los Angeles County Comprehensive Prevention Plan, May 2023. <https://www.caltrin.org/wp-content/uploads/2023/07/Los-Angeles-County-Comprehensive-Prevention-Plan.pdf>

Stakeholder feedback was obtained from over eighteen community and county groups using interactive engagement sessions to solicit feedback on the model's content from community members, organizations, Tribes, and Subject Matter Experts with Lived Expertise.

Government Studies

Source (cont.)

Demographic Representation (Cont)

Government Studies (cont.)	Los Angeles County Department of Children and Family Services Programmatic Audit 2022. Chapin Hall at the University of Chicago. November 2022. https://file.lacounty.gov/SDSInter/bos/supdocs/188473.pdf	Chapin Hall received 50 out of 62 survey responses, covering 83 of the initial 148 programs in the inventory. In addition, listening sessions were held with the Youth Commission, the Office of Child Protection, the Children and Families Commission, and pertinent County departments that work closely with DCFS such as DMH, DPSS, and Probation.
	Los Angeles County Racial Equity Strategic Plan, February 2023. https://file.lacounty.gov/SDSInter/lac/1137148_ARDIStratPlan2.8.23_fullreport.pdf	The Countywide Racial Equity Strategic Plan was developed through a series of internal and external workshops with participants from 29 County departments, as well as a Community Input Advisory Board (CIAB). In total, 51 events took place with more than 1,300 participants in attendance.
	Los Angeles CRG Discovery Findings and Recommendations. Department of Children and Family Services, Evident Change, June 2024.	Survey of 2,154 LA County mandated reporters, with a particularly high response rates from school personnel and mental and behavioral health providers. Focus groups with 68 individuals representing key mandated reporter groups, including law enforcement, medical providers, mental health practitioners, social service workers, community providers, child welfare workers, and childcare providers.
CBO Leaders	Community Pathways Input Sessions (2022-2024)	Monthly sessions with CBO leaders and County/lived-experience leaders to incorporate community input regarding the build out of Community Pathways resources (as defined by State and County prevention plans), such as FFPSA, navigation, etc.
	Can Public Child Welfare Help to Prevent Child Maltreatment? Promising Findings from Los Angeles. Journal of Family Strengths, 2012. https://doi.org/10.58464/2168-670X.1141	Community organizations serving three categories of families – (1) living in high-risk communities but not involved with DCFS, (2) being investigated by DCFS, and (3) whose children had open DCFS cases.
	Reimagine Child Safety Coalition https://www.reimaginechildsafety.org/our-demands . 2023.	Advocates, organizations, and impacted families united against the family regulation system.
	Interview with Jacquelyn McCroskey, MSW, DSW & Kathryn Icenhower, PhD, LCSW. 2024.	Veteran child welfare professionals with expertise in social welfare delivery and fieldwork.
Navigators	Child Protection Hotline (Hotline to Helpline), June 8, 2023.	Child Protection Hotline (Hotline to Helpline) team member feedback based on interactions with community members and hotline clients.
	Los Angeles Perinatal and Early Child Home Visitation Consortium Referrals Workgroup 2023 Survey of Home Visitors' Reported Barriers to Ancillary Services, 2023. https://shorturl.at/ffMQZ	156 home visitors representing all eight Los Angeles County Service Planning to understand barriers home visitors encounter when referring families to ancillary services in Los Angeles County.

Los Angeles County Office of Child Protection



Strategic Plan Roadmap 2025-2030





The Strategic Plan Roadmap reflects the Office of Child Protection (OCP’s) alignment with the strategies and goal of the County of Los Angeles and the priorities of the Board of Supervisors. This Roadmap was developed based on feedback from interviews and listening sessions with County partners (Board of Supervisors, Departments, County Commissions) and community partners, including lived experts.

Once the Board of Supervisors reviews and adopts this Roadmap, the OCP will work to gather additional feedback around specific objectives and performance metrics to be included in the final 2025-2030 OCP Strategic Plan.



OCP's Mission: To lead a broad partnership that implements meaningful solutions to improve the lives of children and families.



OCP's Updated Core Values:

- **Integrity:** We do the right thing for our children and families, listening to their voices, and placing their needs at the center of our policies and actions.
- **Data-Driven Planning:** We strategically use data to inform planning, activities and decision making.
- **Child Centered and Family Focused:** We consider the impact of policy implementation through the eyes of children and families, and are committed to supporting a continuum of care that is both preventative and provides long-term support.
- **Transparency:** We readily share information about our processes, activities, and decision making.
- **Community Engagement:** We actively engage the community as real partners about the best ways to protect children and support their families in the cultural context of each community.

OCP's Mission: To lead a broad partnership that implements meaningful solutions to improve the lives of children and families.



OCP's Updated Core Values (Continued) :

- **Advocacy:** We seek to influence national, state and local policy decisions, program development, and resource allocation to continuously strengthen the child and family well-being network with focused strategies to better support children and families impacted by, or at risk of involvement, with the child welfare system.
- **Innovation:** We constantly challenge ourselves and partners to advance best practices and seek new solutions for improving the child and family well-being network, establishing Los Angeles County as a national model.
- **Generative Service Delivery:** We facilitate interagency collaboratives to ensure that service delivery to children and families addresses multiple issues based on actual needs after uncovering root causes.
- **Equity:** Our work is anchored by the Racial Equity Principles articulated in the County's Racial Equity Strategic Plan. We will engage community residents to act boldly to reduce racial disparities and improve outcomes for children and families who are impacted by, or at risk of involvement, with the child welfare system as well as those served by the County's child and family wellbeing network.
- **Shared Responsibility and Accountability:** We promote shared responsibility and accountability across County departments that are jointly serving children and families, particularly those in our safety net programs.



Why We Were Created

- The OCP has built upon the work of the 2014 Board-adopted Blue Ribbon Commission on Child Protection's final report that recommended several improvements to the County's child protection network.
- The Los Angeles County Board of Supervisors and Chief Executive Office created the OCP in February 2015 to improve communication, coordination, and accountability across agencies involved in the child protection network so that vulnerable children have a better chance of growing up safer and healthier.

The OCP's Role

- ▶ Leading multiagency collaboratives to improve child and family well-being and child welfare systems
- ▶ Convenors and facilitators
- ▶ Brokers and problem solvers
- ▶ Catalyst for new programs and policies, and ongoing support for implementation
- ▶ Conduct independent reviews of child fatalities/near fatalities, with an eye towards systems improvement



Reframing Our Approach

Earlier Approach:

The OCP works to fulfill the Board's charge of protecting children by collaborating with County agencies, the community, and other entities to strengthen families/communities so that we increase their protective factors, decrease risk factors, and reduce their involvement with the child welfare system



Proposed Updated Approach:

Using a targeted universalism approach, OCP will work to strengthen overall child and family wellbeing outcomes in LA County with focused strategies to better support children and families impacted by, or at risk of involvement, with the child welfare system

Why are we proposing to update our approach?

This updated approach will help better reflect:

- Transformation in this space and movement towards promoting positive child and family wellbeing outcomes
- Families and communities know best what they need
- Alignment with the Countywide Strategic Plan, Board Priorities, and County's Racial Equity Plan
- The need to be adaptable to the changing needs of communities

Reframing Our Role



OCP will serve as the County's centralized lead on policy advocacy and systems change specifically for child and family wellbeing priorities

How will we do this?

- **Make recommendations to the Board** each year, for their consideration to adopt, to strengthen the County's child and family wellbeing network.
- **Support and track implementation** of Board-adopted child and family wellbeing priorities.
- **Ensure shared responsibility and accountability across systems partners** around implementation of Board-directed or agreed upon child and family wellbeing priorities.
- Work across child and family-serving County Departments to **maximize resources to stand up and sustain child and family wellbeing programs.**

Proposed 2025-2030 Focus Areas & Goals



Definitions

► Focus Areas:

Broad overarching goals to strengthen the child and family wellbeing outcomes in LA County and better support children and families impacted by, or at risk of involvement, with the child welfare system

► Objectives:

High-level objectives for each focus area that can be adapted to emerging County and community needs, as well as new opportunities

Focus Area 1: Strengthen the capacity of and access to community-based resources so that families can get what they need before touching County safety net programs

Objectives

- **Implement the Community Pathways vision** to ensure that families are connected to the right resources that meet their goals, needs, and culture within their own communities in order to minimize their chances of touching the child welfare system.
- **Build the capacity of County and community partners** to draw down new funding sources to grow community-based supports.
- **Act as a liaison between County and community partners** to help community-based organizations build capacity and expertise as they are a critical piece of the child and family wellbeing network. OCP to act as a feedback loop between community and systems to help the County embrace community expertise to identify barriers and solutions specific to high-need populations and communities.
- Work with County and community partners to ensure children, youth, and families can **easily access and navigate the resources** they need.
- Serve as a bridge between community, community-based providers, and the Department of Children and Family Services to **ensure a strong continuum of supports and services for families.**

Focus Area 2: Enhance the state-required Children and Youth System of Care partnership in LA County to increase shared responsibility/accountability across child and youth serving departments

Objectives

- **Build capacity** across System of Care partners so that we have a **robust continuum of care** for children and youth, particularly those who are systems-impacted.
- Create a structure that **promotes good communication and coordination of education, employment, health, as well as traditional and non-traditional behavioral health services** across entities assisting children and families once they become known to the child welfare system, especially for system-involved youth with complex needs.
- **Champion collaboration across County and community partners** to ensure that no **youth who transitions out of care** leaves the system without a permanent family or a responsible caring adult in their lives, or the supports they need to thrive.
- **Ensure legally permissible information** that is relevant to child safety and well-being (education, health records, etc.) is **shared electronically** by those who need it to inform and tailor services for each youth impacted by the child welfare system.
- **Track outcomes on systems-involved youth** to determine the efficacy of County intervention and programming. Utilize data to continually assess how the County can strengthen supports for youth impacted by systems.
- **Provide oversight** of the child welfare system to ensure continuous system improvement.

Focus Area 3: Work towards behavioral health integration and improved health outcomes for children and youth, particularly those who are systems-impacted

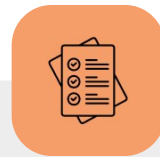
Objectives

- Lead County efforts to build the expertise and partnerships necessary to:
 - 1) **Maximize behavioral health and health funding and policy changes** that can benefit children, youth, and families;
 - 2) **Ensure a whole-child approach to meeting the health and behavioral health needs** of children and youth served by the County, particularly those involved in the child welfare system;
 - 3) **Strengthen alignment of behavioral health/health policies with child welfare policies**, and advocate as needed with federal, state, managed-care partners to support alignment.

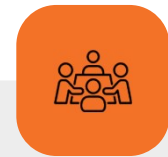
Tracking Our Work & Impact



**Regular policy presentations
to the Board
on child/family wellbeing
& child welfare
priorities and recommendations**



**Annual Report
to the Board of Supervisors**



**Annual stakeholder meeting
to keep partners informed
and receive feedback**

- **Additionally, there will be ongoing stakeholder engagement throughout the year via work with County departments, other public agencies, and community partners**
- **We will adapt and change objectives as needed with input from partners**

Acknowledgements



Thank you to our County and Community partners for their feedback and guidance in helping us develop the framework for the next chapter of our work to strengthen the County's Child and family wellbeing network, including better supporting children and families impacted by, or at risk of involvement, with the child welfare system.

Board of Supervisors

Anthony Cespedes
Policy Advisor, District 1
Supervisor Hilda L. Solis

Marina Escobedo
Human Services & Child Welfare Deputy,
District 2
Supervisor Holly J. Mitchell

Elizabeth Shuster
Youth and Family Well-Being Deputy,
District 3
Supervisor Lindsey P. Horvath

Maral Karaccusian
Children & Human Services Deputy,
District 4
Supervisor Janice Hahn's Office

Monica Banken
Policy Deputy, District 5
Supervisor Kathryn Barger's Office

County Agencies

Chief Executive Office
Anti-Racism, Diversity, and Inclusion Initiative
Center for Strategic Partnerships
Chief Information Office
Homeless Initiative
Poverty Alleviation Initiative
Commission for Children and Families
Department of Arts and Culture
Department of Children and Family Services
Department of Health Services
Department of Mental Health
Department of Public Health
Department of Public Social Services
LA County Office of Education
LA County Youth Commission
Prevention and Promotion Systems Governing
Committee

Community Partners

Alliance for Children's Rights
Arts for Healing and Justice Network
Association of Community & Human Services Agencies
California Youth Connection
Casey Family Programs
Castillo Consulting Partners
Children's Data Network
Children's Hospital Los Angeles
Children's Institute, Inc.
Children's Law Center
Children Now
Children's Partnership
Court Appointed Special Advocates of Los Angeles
El Nido
First 5 Los Angeles
Five Acres

Health Net
Health Management Associates
Conrad N. Hilton Foundation
John Burton Advocates for Youth
LA Care
National Center for Youth Law
Optimist
Para Los Ninos
Penny Lane
Public Counsel
SHIELDS for Families
St. Anne's
Sycamores
UC Berkeley California Child Welfare
Indicators Project
Unite LA

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	1/22/2025	
BOARD MEETING DATE	2/11/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Children and Family Services	
SUBJECT	Request To Approve Specimen Collection And Drug And Alcohol Testing Services Contract As A Result Of Invitation For Bids.	
PROGRAM	Specimen Collection and Drug and Alcohol Testing Services Contract	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current contract expires on June 30, 2025. Therefore, the Department of Children and Family Services (DCFS) seeks delegated authority to execute a new Specimen Collection and Drug and Alcohol Testing Services Contract with Phamatech, Inc. (Phamatech) effective July 1, 2025 or date of execution, whichever is later, through June 30, 2026, with two optional one-year extension periods through June 30, 2028.	
COST & FUNDING	Total cost: \$14,407,380	Funding source: 25% Federal and 75% Local
	TERMS (if applicable): July 1, 2025 – June 30, 2026, with two optional one-year extensions through June 30, 2028. The Maximum Annual Contract Amount will be \$4,802,460.	
	Explanation: In response to the Invitation for Bids (IFB) solicitation on December 6, 2023, seven potential bidders attended the bidder's conference, and one bid was submitted by the current contractor, Phamatech. On August 21, 2024, DCFS completed the review of the required documents submitted by a bidder. As a result, DCFS determined Phamatech to be the lowest priced, responsive responsible bidder and to have met all of the minimum requirements as outlined in the IFB.	
	The new contract will continue to provide drug and alcohol testing services for parents, caregivers, and minors (when court ordered) who come to the attention of DCFS with suspected substance use.	
PURPOSE OF REQUEST	Delegate authority to the Director of DCFS, or designee, to: 1) execute a Drug and Alcohol Testing Services Contract with Phamatech effective July 1, 2025 or date of execution, whichever is later, through June 30, 2026, with two optional one-year extension periods through June 30, 2028; 2) extend the contract upon CDSS approval; 3) execute amendments in alignment with any changes to meet program needs; 4) execute amendments to increase or decrease the Maximum Annual Contract Amount by 10% per year during the term to accommodate any changes in services; 5) execute amendments in instances of acquisitions, mergers, or other changes in ownership; and 6) terminate the Contract for contractor's default, County's convenience, or Contractor initiates termination.	

	<p>The current contract with Phamatech expires on June 30, 2025. The new contract will continue to provide the Specimen Collection and Drug and Alcohol Testing Services for parents and primary caregivers whose drug and alcohol consumption may impair their ability to care for their children as well as minors with a court order. The services will be provided at numerous collection sites throughout the County with locations in all eight Service Planning Areas.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Juvenile Court frequently orders DCFS to provide drug and alcohol testing for families under its supervision.</p> <p>This contract will provide DCFS and the Juvenile Court with a tool to assist in determining whether children are safe in the home of their parents or caregivers, or can safely reunify with their parents or caregivers. Testing services may assist in reducing the number of children requiring placement in out-of-home care and the timely reunification of families. This is consistent with DCFS' goals to improve Child Safety, Permanency, and Access to Effective and Caring Services. If the recommended actions are not approved, Specimen Collection and Drug and Alcohol Testing Services will not be available to DCFS, compromising the safety of the children under DCFS' supervision in the homes of parents and caregivers with a history of drug and alcohol abuse and the efforts to reunify them with parents and caregivers.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to ARDI's Equity Lens: https://ceo.lacounty.gov/ardi/ If Yes, please explain how: Feedback and suggestions provided by DCFS' Office of Equity were incorporated into the Statement of Work (SOW).</p>
<p>FAMILY FIRST PREVENTION SERVICES ACT (FFPSA) LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: DCFS' FFPSA Manager reviewed the SOW and did not see areas of alignment with FFPSA as a funding stream.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to BOS Priorities: https://ceo.lacounty.gov/category/priorities-initiative/ If Yes, please state which one(s) and explain how: The recommended actions are consistent with the Countywide Strategic Plan Goal North Star 1, Make Investments That Transform Lives, Focus Area Goal D, Support Vulnerable Populations and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Jennifer Hottenroth, Division Chief, (213) 925-0008, hottje@dcfs.lacounty.gov Tran Ly, CSA III, (213) 219-4404, lyta@dcfs.lacounty.gov</p>



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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



BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

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

February 11, 2025

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

Dear Supervisors:

**REQUEST TO APPROVE SPECIMEN COLLECTION AND DRUG AND ALCOHOL
TESTING SERVICES CONTRACT AS A RESULT OF INVITATION FOR BIDS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks delegated authority to execute a new Specimen Collection and Drug and Alcohol Testing Services Contract with Phamatech, Inc. (Phamatech).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a contract substantially similar to the attached Specimen Collection and Drug and Alcohol Testing Services Contract with Phamatech effective July 1, 2025 or date of execution, whichever is later, through June 30, 2026, with two optional one-year extension periods through June 30, 2028.
2. Delegate authority to the Director of DCFS, or designee, to exercise the two optional extension years and to further extend the contract upon the California Department of Social Services' (CDSS) approval, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) County Counsel approval is obtained prior to execution of such extension(s); and (d) DCFS will notify the Board and the Chief Executive Officer (CEO), in writing, within 10 business days of executing such extension(s).

"To Enrich Lives Through Effective and Caring Service"

3. Delegate authority to the Director of DCFS, or designee to execute amendments to the Specimen Collection and Drug and Alcohol Testing Services Contract in alignment with any changes to meet program needs, provided that: (a) applicable Federal, State and County contracting regulations are observed; (b) sufficient funding is available; (c) County Counsel approval is obtained prior to execution of such amendments; and (d) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendments.
4. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the Maximum Annual Contract Amount by 10 percent per year during the term of the contract to accommodate any increase or decrease in services, provided that: (a) sufficient funding is available; (b) County Counsel approval is obtained prior to execution of such amendments; and (c) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendments.
5. Delegate authority to the Director of DCFS, or designee, to execute amendments to the Specimen Collection and Drug and Alcohol Testing Services Contract in instances of acquisitions, mergers, or other changes in ownership, provided that: (a) County Counsel approval is obtained prior to execution of such amendments; and (b) the Director of DCFS notifies the Board and the CEO, in writing, within 10 business days of executing such amendments.
6. Delegate authority to the Director of DCFS, or designee, to terminate the contract for contractor's default, County's convenience, or contractor initiates termination for convenience, provided that: (a) County Counsel approval is obtained prior to termination of the contract; and (b) the Director of DCFS notifies the Board and CEO, in writing, within 10 business days of terminating the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DCFS is frequently ordered to provide drug and alcohol testing for families under its supervision by the Juvenile Court.

The purpose of the Specimen Collection and Drug and Alcohol Testing Services Contract is to provide DCFS and the Juvenile Court with a tool to assist in determining whether children are safe in the home of their parents or caregivers or can be safely returned to their parents or caregivers. Specimen Collection and Drug and Alcohol Testing Services assist in reducing the number of children requiring placement in out-of-home care and assist in the timely reunification of families. This is consistent with DCFS' goals to improve Child Safety, Permanency, and Access to Effective and Caring Services. If the recommended actions are not approved, Specimen Collection and Drug and Alcohol Testing Services will not be available to DCFS. The safety of the

children under DCFS' supervision in the homes of parents and caregivers with a history of drug and alcohol abuse and the efforts to return them to such homes quickly will be compromised.

The current contract with Phamatech expires on June 30, 2025. The new contract will continue to provide the Specimen Collection and Drug and Alcohol Testing Services for parents and primary caregivers whose drug and alcohol consumption may impair their ability to care for their children as well as minors with a court order.

The services will be provided at numerous collection sites throughout the County with locations in all eight Service Planning Areas.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the Countywide Strategic Plan Goal North Star 1, Make Investments That Transform Lives, Focus Area Goal D, Support Vulnerable Populations and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Amount will be \$4,802,460. The total Maximum Contract Sum for the three-year term will be \$14,407,380. This contract will be financed using 25 percent Federal funds and 75 percent Local funds. Sufficient funding will be included in the Department's Fiscal Year (FY) 2025- 2026 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract is authorized under the CDSS, Manual of Policies and Procedures Section 23-601, Purchase of Service from a Public or Private Agency.

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

The Department has evaluated these services and determined that the Living Wage Ordinance (County Code Chapter 2.201) does not apply to the contract.

The CEO and County Counsel have reviewed the Board letter and the attached sample contract. The new contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On December 6, 2023, DCFS released an Invitation for Bids (IFB) solicitation for the Specimen Collection and Drug and Alcohol Testing Services Contract. DCFS notified vendors registered on the County's Webven and advertised the IFB in newspapers of general circulation. Additionally, an advertisement was posted on the County and DCFS websites. In response to the IFB solicitation, seven (7) potential bidders attended the bidders' conference, which resulted in one bid submitted by Phamatech, the current Specimen Collection and Drug and Alcohol Testing Services contractor.

DCFS surveyed the potential bidders that did not submit a bid and inquired their reason for not submitting a bid. The results revealed that bidders could not meet some of the requirements such as the turnaround time for test result reporting or the scope of work did not adequately align with their current capabilities.

On August 21, 2024, DCFS completed the review of the required documents submitted by a bidder. As a result, DCFS determined Phamatech to be the lowest priced, responsive responsible bidder and to have met all of the minimum requirements as outlined in the IFB.

On December 10, 2024, DCFS sent a tentative selection of contract award letter to Phamatech.

DCFS followed all applicable State and County procedures in conducting this solicitation.

CONTRACTOR PERFORMANCE

Phamatech has met the performance requirements of their current contract and has been responsive to the evolving needs of the Specimen Collection and Drug and Alcohol Testing Services Contract. Phamatech has worked closely with DCFS in the development and implementation of a new Specimen Collection and Drug and Alcohol Testing Services referral system with additional functionality. Phamatech's Information Technology (IT) staff have worked in concert with DCFS' IT to address technical issues and ensure that confidentiality was preserved. The contractor will be monitored by DCFS' Bureau of Clinical Resources and Services, Health Management Services Division.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will provide a valuable tool for assessing drug and alcohol use by parents and primary caregivers of children brought to the attention of DCFS.

The Honorable Board of Supervisors
February 11, 2025
Page 5

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer of the Board send an adopted stamped copy of the Board letter and attachment to DCFS.

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:JF:CMM
RW:LTI:JS:tg

Enclosures

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

APPENDIX A

(IFB CONTRACT)



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**SPECIMEN COLLECTION AND DRUG AND ALCOHOL
TESTING SERVICES**

CONTRACT NUMBER: _____

_____ 2025

CFDA #: _____

RECITALS	1
1.0 APPLICABLE DOCUMENTS.....	2
2.0 DEFINITIONS.....	2
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Total Contract Sum	5
5.2 Written Approval for Reimbursement.....	6
5.3 Notification of 75% of Maximum Annual Contract Amount.....	6
5.4 No Payment for Services Provided Following Expiration-Termination of Contract	7
5.5 Invoices and Payments.....	7
5.6 Intentionally Omitted	11
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	11
6.0 ADMINISTRATION OF CONTRACT - COUNTY	11
6.1 County’s Administration	11
6.2 County Program Director	12
6.3 County’s Program Manager (CPM).....	12
6.4 Intentionally Omitted	12
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR.....	12
7.1 Contractor’s Administration.....	12
7.2 Contractor Project Manager.....	12
7.3 Approval of Contractor’s Staff	13
7.4 Contractor’s Staff Identification	13
7.5 Background and Security Investigations	13
7.6 Confidentiality	14
8.0 STANDARD TERMS AND CONDITIONS.....	15
8.1 Amendments and Changes	15
8.2 Assignment and Delegation/Mergers or Acquisitions	16
8.3 Authorization Warranty	17
8.4 Budget Reductions	17
8.5 Complaints	17
8.6 Compliance with Applicable Laws	18

8.7	Compliance with Civil Rights Laws	19
8.8	Compliance with County’s Jury Service Program	20
8.9	Conflict of Interest	21
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	22
8.11	Consideration of Hiring GAIN/START Participants.....	22
8.12	Contractor Responsibility and Debarment	22
8.13	Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law.....	25
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program.....	25
8.15	County’s Quality Assurance Plan.....	26
8.16	Intentionally Omitted	26
8.17	Employment Eligibility Verification	26
8.18	Counterparts and Electronic Signatures and Representations	27
8.19	Fair Labor Standards.....	27
8.20	Force Majeure	27
8.21	Governing Law, Jurisdiction, and Venue.....	28
8.22	Independent Contractor Status	28
8.23	Indemnification	29
8.24	General Provisions for All Insurance Coverage	29
8.25	Insurance Coverage	33
8.26	Liquidated Damages	35
8.27	Most Favored Public Entity	37
8.28	Nondiscrimination and Affirmative Action.....	37
8.29	Non Exclusivity	38
8.30	Notice of Delays	39
8.31	Notice of Disputes	39
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	39
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	39
8.34	Notices	39
8.35	Prohibition against Inducement or Persuasion	40
8.36	Public Records Act	40
8.37	Publicity.....	40

8.38	Record Retention and Inspection/Audit Settlement	41
8.39	Recycled Paper.....	42
8.40	Subcontracting	42
8.41	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	44
8.42	Termination for Convenience.....	44
8.43	Termination for Default	45
8.44	Termination for Improper Consideration	47
8.45	Termination for Insolvency.....	47
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	48
8.47	Termination for Non-Appropriation of Funds.....	48
8.48	Validity	48
8.49	Waiver.....	48
8.50	Warranty Against Contingent Fees	49
8.51	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	49
8.52	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program	49
8.53	Time Off for Voting.....	49
8.54	Compliance with County’s Zero Tolerance Policy on Human Trafficking ...	50
8.55	Intentionally Omitted	50
8.56	Compliance with Fair Chance Employment Hiring Practices	50
8.57	Compliance with the County Policy of Equity.....	50
8.58	Prohibition from Participation in Future Solicitation(s).....	51
8.59	Injury and Illness Prevention Program	51
8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.	51
9.0	UNIQUE TERMS AND CONDITIONS.....	51
9.1	Intentionally Omitted	51
9.2	Ownership of Materials, Software and Copyright.....	51
9.3	Patent, Copyright and Trade Secret Indemnification	52
9.4	Data Destruction.....	53
9.5	Contractor’s Charitable Activities Compliance	53
9.6	Local Small Business Enterprise (LSBE) Preference Program.....	54
9.7	Social Enterprise (SE) Preference Program	55

9.8	Disabled Veteran Business Enterprise (DVBE) Preference Program	56
9.9	Intentionally Omitted	56
9.10	Intentionally Omitted	56
9.11	Intentionally Omitted	56
9.12	Compliance with County’s Women in Technology Hiring Initiative.....	57
9.13	Child Abuse Prevention Reporting	57
9.14	Community Business Enterprises Program.....	57
9.15	Conduct of Program.....	58
9.16	Contract Accounting and Financial Reporting	58
9.17	Contractor Alert Reporting Database (CARD)	58
9.18	Contractor’s Work.....	58
9.19	Employee Benefits and Taxes.....	59
9.20	Events of Default.....	59
9.21	Fixed Assets.....	60
9.22	Former Foster Youth Consideration.....	60
9.23	Mandatory Requirement to Register on County’s Webven.....	61
9.24	Proprietary Rights	61
9.25	Shred Document.....	63
9.26	Use of Funds.....	63
9.27	Warranty Against Exclusion, Debarment or Suspension	63
9.28	Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standards.....	63
9.29	Mandatory Requirement to Register On Federal System for Award Management.....	64
9.30	Americans with Disabilities Act (ADA).....	65
9.31	Records and Investigations	65
9.32	Federal Award Identification	66
10.0	SURVIVAL	66

CONTRACT EXHIBITS

- A Statement of Work and Exhibits
 - A-1 Performance Requirements Summary (PRS) Chart
 - A-2 User Complaint Report (UCR)
 - A-3 Department of Children and Family Services Forms for Specimen Collection and Drug And Alcohol Testing Services
 - A-4 Listing of 20 Designated Zip Codes Areas for Collection Sites Monday – Friday
 - A-5 Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday
 - A-6 Listing of Los Angeles County DCFS Regional Offices by SPA
 - A-7 Listing of Collection Sites
 - A-8 Sample of Vendor Invoice
 - A-9 Law Enforcement Phonetic Alphabet
- B Bid Price/Pricing Schedule
- C Line Item Budget and Budget Narrative
- D County’s Administration
- E Contractor’s Administration
- F Forms Required at the Time of Contract Execution
 - F-1 Contractor Acknowledgement and Confidentiality Agreement
 - F-2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - F-3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G Safely Surrendered Baby Law
- H Intentionally Omitted
- I Intentionally Omitted
- J Charitable Contributions Certification
- K Information Security and Privacy Requirements
- L Equal Employment Opportunity (EEO) Certification
- M-1 Auditor – Controller Contract Accounting and Administration Handbook
- M-2 OMB A-122:
<https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>
- M-3 45 CFR 74.27:
<http://www.gpo.gov/fdsys/pkg/CFR-2003-title45-vol1/pdf/CFR-2003-title45-vol1-sec74-27.pdf>
- N Federal Award Information (2CFR 200.331)

- O Compliance with Encryption Requirements
- P Copies of Applicable Licenses, Certifications, and Permits
- Q Federal Debarment and Suspension Certification
- R Internal Revenue Notice 1015
- S Contractor Certificate of Compliance Forms

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

FOR

SPECIMENT COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Specimen Collection and Drug and Alcohol Testing Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Specimen Collection and Drug and Alcohol Testing Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract and Specimen Collection and Drug and Alcohol Testing Services; and

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

WHEREAS, expenditures made by Contractor in the administration of this Contract shall be in compliance with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <https://www.govinfo.gov/content/pkg/CFR-2023-title2-vol1/pdf/CFR-2023-title2-vol1-part200.pdf>

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority (1) Contract, (2) Exhibit A, Statement of Work (SOW), and (3) Exhibits.

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 (Amendments and Changes) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

2.1.2 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

2.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.4 Intentionally Omitted / County Observed Holidays: Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.1.5 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 County's Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.8 County's Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Children and Family Services, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.16 Chief Executive Office or Chief Executive Officer:** The office/position established to assist the Board of Supervisors in handling administrative details of the County

- 2.1.17 **County:** County of Los Angeles and includes the Department of Children and Family Services.
- 2.1.18 **DCFS:** County's Department of Children and Family Services.
- 2.1.19 **Participant:** Person who partakes of the services the Contractor is obligated to perform for County under this Contract.
- 2.1.20 **Program:** The work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.21 **State:** means the government of California.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on _____ or the date of execution by the Director of the Department of Children and Family Services (DCFS), whichever is later through _____ with two optional one-year extensions through _____, as follows, unless terminated earlier or extended, in whole or in part, as provided in this Contract. Each such extension option may be exercised at the sole discretion of the Director, by written notice to the Contractor:
 - 4.1.1 Extension Option One: _____ through _____.
 - 4.1.2 Extension Option Two: _____ through _____.
- 4.2 The County shall have the option to extend for additional years as necessary with approval of the State of California Department of Social Services. Such extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor.
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor will send written notification to the County Program Manager at the address herein provided in Exhibit D (County's Administration).

- 4.4 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.
- 4.5 The term of this Contract may also be extended by the Director of DCFS or designee by written notice to the Contractor 60 days prior to the expiration of the Contract term for a period not to exceed six (6) months beyond the expiration date listed on 4.1 above, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

5.0 CONTRACT SUM

- 5.1 The Total Contract Sum for this contract, including the two extension options is \$ _____.
- 5.1.1 The Maximum Annual Contract Amount, effective _____ through _____ is \$ _____.
- 5.1.2 The Maximum Annual Contract Amount for Extension One, effective _____ through _____ is \$ _____.
- 5.1.3 The Maximum Annual Contract Amount for Extension Two, effective _____ through _____ is \$ _____.
- 5.1.4 County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Total Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in **Exhibit B-1**, Pricing Schedule for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.1.5 Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.1.6 Contractor has prepared and submitted to County a Line Item Budget and Budget Narrative, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by Contractor. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit C (Line Item Budget and Budget Narrative). Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Total Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.1.7 Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.1.8 The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Maximum Annual Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Contract Amount allocated for each contract year as stated in sub-section 5.1.1 through 5.1.3 above. Upon occurrence of this event, the Contractor shall send written notification to the County Programs Manager identified on Exhibit D (County's Administration).

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

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

5.5 Invoices and Payments

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

5.5.2 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall submit all invoices by the 15th calendar day of the month following the month of services. Any invoice submitted more than 15 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 30 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 30 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

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

**County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Section
510 S. Vermont Ave.
Los Angeles, CA 90020**

And a duplicate copy of the invoice to:

**County of Los Angeles
Department of Children and Family Services
Specimen Collection and Drug and Alcohol Testing Services
County Program Manager
5757 Wilshire Blvd, Suite 200
Los Angeles, CA 90036
Telephone: (323) 900-2349**

5.5.4 County Approval of Invoices

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

5.5.5 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

- 5.5.6** The Contractor's payments will be as provided in Exhibit B (Bid Price/Pricing Schedule), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.7** The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work and Exhibits) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.8** For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation specified in the Bid Price/Pricing Schedule (Exhibit B), as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed and for the frequency or duration as specified in the Contract and any amendments thereto.
- 5.5.9** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Amount between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, and travel) of Contractor's approved Budget each Contract year. Contractor shall submit such Budget Modification to the County Program Manager. Budget Modification shall be signed and dated by Contractor's authorized representative.
- 5.5.9.1** Contractor shall request County's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Total Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.10** Whether or not federal dollars will be used to pay for services under this contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Code of Federal Regulations and the Office of Management and Budget (OMB) Supercircular (2 CFR 200 et seq) as applicable. Contractor is responsible for obtaining the most recent version of the OMB Supercircular, which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html> and at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

- 5.5.11** Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.12** In compliance with Internal Revenue Service (IRS) requirements, shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.
- 5.5.13** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Total Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.14** Contractor shall not be paid for expenditures beyond the Total Contract Sum, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.
- 5.5.15** Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.16** No Payment for Services Provided Following Expiration-Termination of Contract.
- 5.5.17** The Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the

Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5.18 Contractor shall not be paid for expenditures beyond the Maximum Annual Contract Amount each Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Total Contract Sum.

5.6 Intentionally Omitted

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

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

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

6.2 County's Program Director

Responsibilities of the County's Program Director include:

- 6.2.1** Ensuring that the objectives of this Contract are met; and
- 6.2.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3 County's Program Manager (CPM)

The responsibilities of the County's Program Manager include:

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

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

6.4 Intentionally Omitted

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change to Exhibit E (Contractor's Administration), as they occur.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Program Manager on a regular basis.

7.2.3 Intentionally Omitted

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

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

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

7.5.6 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.6.4** Contractor shall sign and adhere to the provisions of Exhibit F-1 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 7.6.7** Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.8** Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Sub-Contractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.9** Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Changes

- 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 shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The

County reserves the right to add and/or change such provisions as required by the Federal, State, or County Regulation change, County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.

- 8.1.3** The Director of DCFS or designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by and by the Director of DCFS, or designee.
- 8.1.4** For any other changes which do not have an effect on the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Contract, a change notice shall be prepared by County, and executed by Contractor and County Program Manager or designee.
- 8.1.5** For any change not covered by Sub-sections 8.1 or 8.2, an Amendment to this Contract shall be prepared by County, signed by Contractor, and executed by County as authorized by the County's Board of Supervisors.
- 8.1.6** The Director of DCFS or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DCFS, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part,

without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.1** Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's procedures, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor shall preliminarily investigate all complaints within one (1) business day and notify the County's Contract Program Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees,

agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3** Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 8.6.4** For contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 8.6.5** Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

8.7 Compliance with Civil Rights Laws

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

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor shall have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90

days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12.6 A registry of Debarred Contractor's for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- COUNTY:
<http://doingbusiness.lacounty.gov/debarmentlist.htm>
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.sam.gov>

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

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

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

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

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Intentionally Omitted

8.17 Employment Eligibility Verification

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

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability and Sexual Misconduct Liability coverage policies, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates

shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

ContractorInsurance@dcss.lacounty.gov

and the Contract Analyst

The subject of the e-mail shall read as follows:

AGENCY NAME_PROGRAM NAME_CERTIFICATE OF INSURANCE

Hard copies of the Insurance Certificate(s) will no longer be required.

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

8.24.3 Additional Insured Status and Scope of Coverage

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

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

8.24.4 Cancellation of or Change in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained

insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than

\$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability/Errors and Omissions

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

8.25.4.3 Technology Errors & Omissions Insurance

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

consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.4 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$3 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not

performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or designee, in a written notice describing the reasons for said action.

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

- 1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- 2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the Exhibit A-1, Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- 3) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any

commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection/Audit Settlement

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

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

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach

of this Contract upon which the County may terminate or suspend this Contract.

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

8.39 Recycled Paper

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

8.40 Subcontracting

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

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

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

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6** The County's Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** Contractor shall obtain the following from each Sub-Contractor before any Sub-Contractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:
- An executed Exhibit F-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-Contractor and each of Sub-Contractor's employees approved to perform work hereunder.
 - Certificates of Insurance which establish that the Sub-Contractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage, of this Contract, and
 - The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 8.40.9** The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance

required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the CPM listed in Exhibit D (County's Administration), before any Subcontractor employee may perform any work hereunder.

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

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

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

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

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

8.42 Termination for Convenience

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent

specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 Termination for Default

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

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its

sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

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

8.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-section 8.43.2, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of sub-section 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

8.43.5.1 These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these

liquidated damages shall not in any way change, or affect the provisions of Section 8.23, Indemnification.

8.43.6 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off For Voting

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

subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Campaign Contribution Prohibition Following Final Decision in Contract Proceeding Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

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

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

- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, shall be specifically identified by the Contractor to the County's Contract Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

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

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.4 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

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

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are

destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.5 Contractor's Charitable Activities Compliance

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

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

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

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

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

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

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

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

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Compliance with County’s Women in Technology Hiring Initiative

At the direction of the Board, the County has established a “Women in Technology” (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.13 Child Abuse Prevention Reporting

9.13.1 Contractor agrees that the safety of the child will always be the first priority. To ensure county and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

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

9.13.3 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that

he or she knows of the reporting requirements and will comply with them.

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

9.13.5 The assurance that all employees of Contractor and Sub-Contractor's understand that the safety of the child is always the first priority.

9.14 Community Business Enterprises Program

In accordance with County policy, Contractor has submitted a true and correct copy of the Certification Application, which is attached as Exhibit S, Contractor Certificate of Compliance Form.

9.15 Conduct Of Program

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

9.16 Contract Accounting and Financial Reporting

9.16.1 Contractor shall establish and maintain an accounting system including internal controls and financial reporting, and shall complete annual audited financial statements for each of the Contractor's Fiscal years, and shall submit a complete copy of those audited financial statements (including any Management Letters and Corrective Action Plan based on any finding or Auditor recommendations to the County within 30 days of completion. Contractor shall meet the minimum requirements for Contract Accounting as described in Exhibit M-1, Auditor-Controller Contract Accounting and Administration Handbook.

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

9.17 Contractor Alert Reporting Database (CARD)

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

9.18 Contractor's Work

9.18.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

9.18.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

9.19 Employee Benefits And Taxes

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

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

9.20 Events of Default

9.20.1 Default for Non-Performance

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

9.20.1.1 Contractor has made a misrepresentation of any required element in the Bid submitted in response to the Invitation for Bids, if any; or

9.20.1.2 Contractor fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

9.20.2 Default for Insolvency

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

9.20.2.1 Insolvency of Contractor. Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

9.20.2.2 The filing of a voluntary petition in bankruptcy;

9.20.2.3 The appointment of a Receiver or Trustee for Contractor;

9.20.2.4 The execution by Contractor of an assignment for the benefit of creditors.

9.20.3 Other Events of Default

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

9.21 Fixed Assets

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

9.22 Former Foster Youth Consideration

9.22.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/START participants as described in, Sections 8.10 and 8.11, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant positions(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

9.22.2 The notice sent by Contractor shall indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

9.22.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

9.23 Mandatory Requirement To Register On County's WebVen

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

9.24 Proprietary Rights

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

- 9.24.2** Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 9.24.3** Any materials, data and information not developed under this Contract, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”
- 9.24.4** County will use reasonable means to ensure that Contractor’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in section 8.36. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- 9.24.5** Notwithstanding any other provision of this Contract, County shall not be obligated in any way under sub-section 9.24.4 for:
- 9.24.5.1** Any material, data and information not plainly and prominently marked with restrictive legends as set forth in sub-section 9.24.2;
 - 9.24.5.2** Any materials, data and information covered under sub-section 9.24.3; and

9.24.5.3 Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

9.24.6 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

9.24.7 Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

9.24.8 The provisions of sub-sections 9.24.1, 9.24.2, and 9.24.3 shall survive the expiration or termination of this Contract.

9.25 Shred Document

9.25.1 Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract shall be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

9.25.2 Documents for record and retention purposes in accordance with Section 8.38 (Record Retention and Inspection/Audit Settlement), of this Contract are to be maintained for a period of five (5) years.

9.26 Use of Funds

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

9.27 Warranty Against Exclusion, Debarment or Suspension

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

9.28 Protection of Electronic County Personal Information, Protected Health Information and Medical Information – Data Encryption Standard

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

9.28.1.1 Stored Data. Contractor and Sub-Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.28.1.2 Transmitted Data. All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.28.1.3 Certification. The County shall receive within ten (10) business days of its request, a certification from Contractor (for itself and any Sub-Contractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.28 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.29 Mandatory Requirement to Register On Federal System for Award Management

Contractor represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract award, all potential contractors shall register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. Contractor certifies that it is in good standing with the federal government Executive Order 12549, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. Contractor certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Exhibit Q, Federal Debarment and Suspension Certification.

9.30 Americans with Disabilities Act (ADA)

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

9.31 Records and Investigations

9.31.1 Contractor shall be responsible for annual financial audits, as applicable, of its agency and shall require Subcontractors to be

responsible for its annual financial audits, to be conducted by an independent audit firm and in accordance with both the Generally Accepted Accounting Principles (GAAP) and Government Auditing Standards (GAS) (Yellow Book) Within thirty (30) days after issuance of the audit reports, Contractor shall forward copies of such reports by email to:

Department of Children and Family Services
Contracts Administration Division

Email: CAD-Fiscal-Compliance@dcfs.lacounty.gov

9.32 Federal Award Identification

Title 2, Code of Federal Regulations (CFR) Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.331, requires the County, to provide Contractor's with the details of every federal award and sub-award, as referenced on Exhibit N, Federal Award Information.

Payment for this contract will be in accordance with contract Section 5.5 INVOICES AND PAYMENTS and funded utilizing ____% Federal, ____% State and ____% Local funds.

10. Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Changes
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards

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

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES**

CONTRACT NUMBER _____

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

COUNTY OF LOS ANGELES

CONTRACTOR

Name of Agency

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

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
David Beudet, Senior Deputy County Counsel

EXHIBIT A - STATEMENT OF WORK



COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

SPECIMEN COLLECTION AND DRUG AND ALCOHOL
TESTING SERVICES
CONTRACT NUMBER _____

STATEMENT OF WORK

SPECIMEN COLLECTION AND DRUG AND ALCOHOL TESTING SERVICES

TABLE OF CONTENTS

SECTION NUMBER AND TITLE	PAGE
1.0	PREAMBLE.....2
2.0	INTRODUCTION2
3.0	DEFINITIONS3
4.0	COUNTY’S PROGRAM MANAGEMENT REQUIREMENTS7
5.0	CONTRACTOR’S REQUIREMENTS8
6.0	REFERRAL PROCESS.....9
7.0	COLLECTION SITES14
8.0	HOURS OF OPERATION.....15
9.0	COLLECTION PROCESS17
10.0	SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION18
11.0	ALCOHOL ANALYSIS AND CERTIFICATION.....19
12.0	CHAIN OF CUSTODY20
13.0	WARM LINE20
14.0	TOLL FREE NUMBER FOR DCFS CLIENTS FOR RANDOM AND WEEKLY TESTING21
15.0	RECORD KEEPING22
16.0	TEST RESULTS AND REPORTS22
17.0	QUALITY CONTROL PLAN.....27
18.0	PROCESS COORDINATION27
EXHIBIT A-1	PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
EXHIBIT A-2	USER COMPLAINT REPORT (UCR)
EXHIBIT A-3	DEPARTMENT OF CHILDREN AND FAMILY SERVICES FORMS FOR SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
EXHIBIT A-4	LISTING OF 20 DESIGNATED ZIP CODES AREAS FOR COLLECTION SITES MONDAY – FRIDAY
EXHIBIT A-5	LISTING OF EIGHT DESIGNATED ZIP CODE AREAS FOR COLLECTION SITES SATURDAY OR SUNDAY
EXHIBIT A-6	LISTING OF LOS ANGELES COUNTY DCFS REGIONAL OFFICES BY SPA
EXHIBIT A-7	LISTING OF COLLECTION SITES
EXHIBIT A-8	SAMPLE OF VENDOR INVOICE
EXHIBIT A-9	LAW ENFORCEMENT PHONETIC ALPHABET
EXHIBIT A-10	SAMPLE OF TURN AWAY FORM

STATEMENT OF WORK

1.0 PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County Shared Core Practice Model, Strategic Plan Mission, Values, Goals and Performance Outcomes.

The vision of the Department of Children and Family Services (DCFS) is that children thrive in safe families and supportive communities. To achieve this vision DCFS intends to practice a uniform service delivery model that measurably improves child safety, permanency, and access to effective and caring services by providing responsive, efficient, and high-quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored in the COUNTY'S shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today and is reflected in the Countywide Prevention Plan.

2.0 INTRODUCTION

DCFS Mission Statement "The Los Angeles County Department of Children and Family Services promotes child safety and well-being by partnering with communities to strengthen families, keeping children at home whenever possible, and connecting them with stable, loving homes in times of need".

"We do the right thing: being honest, transparent, and accountable. We embrace the need for multiple perspectives where individual community differences are seen as strengths. We treat those we serve, and each other the way we want to be treated. We place our highest priority on meeting the needs of our customers."

"Equity sits at the center of everything we do and threads throughout all of our bodies of work. Thereby, we believe creating a culture of safety, equity, and community ensures improved service delivery and positive outcomes for children, youth, families, and the communities where they reside."

Drug and Alcohol testing through specimen collection is required when parents, primary caregivers or out of home caregivers of children receiving DCFS services are suspected of drug or alcohol abuse.

Contractor shall provide Specimen Collection for Drug and Alcohol Testing services to County as specified in this Statement of Work (SOW). Contractor shall provide sufficient staff, equipment, supplies, facilities and multiple Collection Sites to perform the services of this SOW. All Collection Sites will engage in culturally and linguistically responsive services performed by sufficiently qualified individuals, to the extent possible, in accordance with all applicable laws and with a respectful and sensitive response to County clients who are referred for Drug and Alcohol testing.

3.0 DEFINITIONS

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

- 3.1 **Alcohol Testing** – A method of measuring the presence of alcohol in a person’s body through analysis of a collected sample.
- 3.2 **Business Day** – Shall be defined as Monday through Friday excluding County holidays. County holidays include: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving (also known as Black Friday), and Christmas Day.
- 3.3 **Cancelled Test** – A test where a Chain of Custody form has already been printed for a specimen, but the test cannot be processed.
- 3.4 **Certified Drug-testing Laboratory** – A laboratory certified by Substance Abuse and Mental Health Services Administration (SAMHSA); or College of American Pathologists Forensic Urine Drug Testing (CAP/FUDT) where sample analyses will be conducted.
- 3.5 **Chain of Custody** – Procedures to account for the integrity of each collected specimen by tracking its handling and storage from point of sample collection to final disposition of the sample. Contractor shall develop appropriate Chain of Custody form(s).
- 3.6 **Children’s Social Worker (CSW)** – Social Workers employed by DCFS managing caseloads of children who are under the supervision and custody of DCFS.
- 3.7 **Client ‘800’ Hotline Number** – A toll free number maintained by the Contractor where Contractor records a message in English and Spanish, Sundays through Thursdays after 7:00pm and before 7:30pm, starting with the day of the week, followed by the date, and the first letter of the last names of those clients who must report for testing (using Exhibit A-9, Law Enforcement Phonetic Alphabet) on which the samples will be collected. The hotline number will announce the letters for Random and Weekly testing in both English and Spanish.

- 3.8 **Client Website** – A website maintained by the Contractor that includes copies of all relevant forms related to Drug and Alcohol testing provided by DCFS, list of all collection sites with address, telephone number and hours of operation, a map showing all collection sites in relation to one another, and the Drug and Alcohol testing letters being called for the next day in both English and Spanish. The letters are to be updated Sundays through Thursdays after 7:00pm and before 7:30pm. All planned and unplanned collection site closures will be posted on the website. Planned closures are to be added one week before the closure date. Unplanned closures are to be added within 30 minutes of notification from the site.
- 3.9 **Collection Site(s)** – A facility provided by Contractor, and approved by County Program Manager, where County clients present themselves for the purpose of providing a sample to be analyzed for the presence of drugs and/or alcohol. The sites have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, including chain of custody procedures, security, temporary storage, and shipping or transportation of collected samples to a certified drug-testing laboratory.
- 3.10 **Contract Project Director (CPD)** – means the Contractor's designated staff person who shall be responsible for daily management of Contract operations and overseeing the work to be performed by Contractor as defined in the Contract Terms and Conditions and in this SOW.
- 3.11 **County** – DCFS on behalf of the County of Los Angeles and its Board of Supervisors, or representatives of the Los Angeles County Auditor-Controller.
- 3.12 **County Program Manager (CPM)** – County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 3.13 **County Random Drug and Alcohol Testing Program** – Testing schedule whereby clients are selected to test on a randomly selected day two times per month. The clients are informed of the days on which they have been selected to test by means of a call-in message system as well as a web page showing the Drug and Alcohol testing letters being called for the day, in both Spanish and English. The call in message system and website are to be maintained and recorded by the Contractor.
- 3.14 **Cut-off Level(s)** – The decision point or value used to establish and report a sample as negative, positive, adulterated, or invalid.
- 3.15 **D/L Isomer Test** – A type of drug test that allows laboratories to try and narrow the source of the positive methamphetamine finding, to be used on a case by case basis.

- 3.16 **Drug and Alcohol Testing** – A method of measuring the presence of drugs and alcohol in a person’s body through analysis of a collected specimen.
- 3.17 **EIA** – Enzyme Immunoassay is a procedure measuring antibodies to detect the analyte of interest and an enzyme linked to the antigen-antibody complex.
- 3.18 **EMIT** – Enzyme Multiplied Immuno-Assay Technique is a screening or initial test that uses antibodies to detect the presence of a drug or metabolite in a sample. It is used to eliminate “negative” samples from further consideration and to identify the presumptively positive samples that require confirmation or further testing.
- 3.19 **Ethyl glucuronide (EtG)** test is widely used to detect the presence in the sample of ethyl glucuronide, a breakdown product of ethanol, the intoxicating agent in alcohol. It can also screen for EtG in your blood, hair, and nails, but a urine test is the type most widely used.
- 3.20 **GCMS** – Gas Chromatograph Mass Spectrometry (GCMS) is a confirmatory test to identify the presence of specific drug or metabolite. It is a combination of two different analytical techniques. Gas chromatography physically separates the various substances that have been extracted from a sample. Mass spectrometry is the technique used to provide a positive identification of substances that were separated by the gas chromatograph.
- 3.21 **In County** – In County is any location inside the borders of the County of Los Angeles.
- 3.22 **Out of County** – Any location outside of the borders of the County of Los Angeles is considered Out of County.
- 3.23 **Juvenile Dependency Court** – A component of the Los Angeles Superior Court Juvenile Division that has jurisdiction over cases involving child abuse, neglect and exploitation.
- 3.24 **LC-MS/MS** – Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) is a technique that combines high pressure liquid chromatography with tandem mass spectrometry to identify complex mixtures of proteins and peptides.
- 3.25 **Minor Testing** – Youth referred for specimen collection and testing between the ages of 12 and 17 years old.
- 3.26 **“National Institute on Drug Abuse (NIDA) Five Panel Drug Test (Five Panel Drug Test) and Other Drugs” also known as the Standard Panel are as follows:**
- 3.26.1 **Five Panel Drug Test**
- Opiate panel: morphine, codeine & hydrocodone (Vicodin);

- Amphetamines: amphetamine, methamphetamine & MDMA (Ecstasy);
- Cocaine metabolites;
- Cannabinoids (marijuana); and
- Phencyclidine (PCP)

3.26.2 Other Drugs

- Hydromorphone
- Oxycodone
- Heroin
- Methadone;
- Zolpidem; and
- Benzodiazepine (alprazolam, clonazepam, lorazepam, diazepam, iazepam, oxazepam, and temazepam).
- Fentanyl

3.26.3 Additional Methods

- Any method of testing, other than urine, as ordered by the Juvenile Dependency Court.

- 3.27 **Law Enforcement Phonetic Alphabet (Exhibit A-9)** – Will be used to identify the letters on the nightly recording in English.
- 3.28 **Make-Up Test** – A test ordered to replace a previously scheduled test that was not completed by the client within the last 14 calendar days.
- 3.29 **No Show** – Only actual instances of a client not appearing at a collection site on their scheduled day will be reported by Contractor to DCFS as no show. Any inadequate sample, lost, leaked or misplaced tests, will be reported as such.
- 3.30 **On-Demand Testing** – A test ordered for a specific date as determined by the CSW or other DCFS representative, or as ordered by the Juvenile Dependency Court.
- 3.31 **Quality Assurance Plan** – The plan developed by Contractor, and approved by DCFS, which defines all necessary measures to be taken by Contractor to assure that the quality of the service will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's Terms and Conditions and Statement of Work.
- 3.32 **Random Schedule**— Testing done twice per month for a specific period of time.

- 3.33 **Referral** – An authorization, issued by DCFS staff, for a County client to provide a drug and/or alcohol testing sample.
- 3.34 **Service Component** – Emergency Response (ER), Family Maintenance (FM), Family Reunification (FR), Permanent Plan (PP), Voluntary Family Maintenance (VFM), Voluntary Family Reunification (VFR), and other DCFS services.
- 3.35 **Spanish Phonetic Alphabet (Exhibit A-9)** – Will be used to identify the letters on the nightly recording in Spanish
- 3.36 **Specialized Schedule** – Testing is set on a regular frequency or interval (e.g., twice a week, once a month, etc.) for a specific period of time as ordered by the Juvenile Dependency Court.
- 3.37 **Supervising Children’s Social Worker (SCSW)** – Supervisors with DCFS who supervise, or meet the eligibility to supervise CSWs.
- 3.38 **Turn Away Notice Form** - An explanatory form, created by the contractor, that is given to clients who show up to the collection site and the collection process could not be initiated. The form specifies the reason(s) why a sample was not collected and advises the client to discuss this with their assigned CSW.
- 3.39 **Unconfirmed Result** – When there is a positive test result and not enough sample to confirm the result.
- 3.40 **Sample Collection** – The process of gathering samples provided by the clients as ordered by the Juvenile Dependency Court or requested by the DCFS staff.
- 3.41 **Weekly Schedule** – Testing once per week for a specific period of time as ordered by the Juvenile Dependency Court.

4.0 COUNTY’S PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 County shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contract Project Director (CPD).
- 4.2 The name and contact information of CPM and that of an alternate (ALT) authorized to act on behalf of COUNTY in CPM’s absence, shall be designated in writing in Exhibit D, County’s Administration.
- 4.3 CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate County in anyway whatsoever beyond the terms of this Contract.

- 4.5 County shall have full authority to monitor Contractor's performance in the day-to-day operation of this contract, which may include unannounced visits.
- 4.6 Monitoring may be performed by CPM or designated alternate or any other individual or group authorized by CPM.
- 4.7 County may provide a User Complaint Report (UCR) (Exhibit A-2) or other written or oral notice to Contractor whenever the requirements of this Contract are not being met.

5.0 CONTRACTOR'S REQUIREMENTS

- 5.1 CONTRACTOR shall provide a CPD to manage all operations in connection with providing the services of this Contract, and an Information Technology Program Manager (ITPM). CPD is responsible for maintaining communication with DCFS, and the Information Technology Program Manager shall directly address all Information Technology issues, as needed, to address any concerns and/or potential problems in the performance of the requirements of this Contract.
 - 5.1.1 The name and cell phone number of the CPD and that of an alternate who is authorized to act on behalf of Contractor in the CPD's absence shall be designated in writing in Exhibit E, Contractor's Administration.
 - 5.1.2 Contractor shall provide the name, cellphone number and email address of its Information Technology Program Manager (ITPM) who shall directly address with DCFS, all Information Technology issues.
- 5.2 CPD, ITPM and designated alternate, must be able to read, write, speak and understand English.
- 5.3 CONTRACTOR shall immediately notify CPM of any change in CPD or ITPM.
- 5.4 CPD or designated alternate, and the Information Technology Program Manager (of their designated alternate) shall be available to County's authorized personnel from 7:00 AM to 7:30 PM, Monday through Friday, and on Saturday's between 9 am and 1 pm, except County holidays.
- 5.5 Contractor shall provide sufficient personnel, who are competent to perform all work in accordance with the requirements of the Contract. CPD or other managers in the employ of Contractor shall supervise all of Contractor's personnel.
- 5.6 Contractor shall immediately notify County of any changes in Contractor's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of CPM or designated alternate.

- 5.7 Contractor shall not permit any employee to perform services under this Contract if the employee is physically or mentally incapacitated or is under the influence of any substance where the employee's performance would be impaired.
- 5.8 CPM may, at his or her sole discretion, direct Contractor to remove from any work under this Contract, any of its personnel who CPM determines has performed acts which are inimical to the interest of children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 5.9 Contractor shall provide a Client Complaint Process: a website address, email address, and a phone number that clients can use to answer any questions or concerns they may have or to submit a complaint.
 - 5.9.1 Contractor shall create and provide brochures, in both English and Spanish, to be displayed at each collection site, subject to DCFS approval, containing a simple scientific explanation of the collection and testing process. The brochure shall also include a complaint process, including Contractor's phone number, email, or website and explain the process to the Client to report any problems or complaints.
 - 5.9.2 Contractor shall report all client complaints to the CPM via electronic mail within 48 hours of receiving the complaint.
 - 5.9.3 Contractor shall provide a monthly report of client complaints via electronic mail, which shall include the research and resolution for each complaint, and submit it to the CPM by the 25th day of the month for the prior month.
 - 5.9.4 All of the reports referenced in this section 5.9 shall be submitted via electronic mail to the CPM and their designated alternate(s) as indicated on Exhibit D, County's Administration.
 - 5.9.5 Bidders must not have any unresolved noncompliance or performance issue(s) listed in the Contract Alert Reporting Database (CARD) or any unresolved findings reflecting past performance history related to any County, State, federal, or out of-state government contracts. Bidder (Prospective Contractor) must disclose any such non-compliance findings that can be construed as being unresolved in Appendix B, Required Forms, Form 20, Prospective Contractor's Involvement in Litigation and/or Contract Compliance Difficulties.

6.0 REFERRAL PROCESS

- 6.1 DCFS will initiate drug and alcohol testing by requiring its clients to report to a Collection Site to provide a sample to be tested. DCFS staff may refer a Client at any time, and may request that a Client be tested using one or more of the following

methods: (1) a **Random Testing Schedule**, twice monthly; (2) an **On-Demand Test** as defined in this Contract; (3) **Weekly Testing Schedule**, once per week, (4) a **Make-up test** as defined in this Contract, (5) or using a **Special Schedule** as ordered by the Juvenile Dependency Court.

- 6.1.1 DCFS staff will utilize the DCFS referral system/portal. DCFS are to initiate the referral. Staff may use a referral system provided by the Contractor to initiate the referral, if DCFS determines it to be necessary.
- 6.1.2 Contractor shall contact the DCFS staff person who submitted the referral to obtain clarification if and when a referral is in question due to inaccurate information, before turning the Client away. In the absence of the DCFS staff, Contractor shall contact the referring CSW's SCSW, or CPM.
- 6.1.3 Contractor shall allow Clients to test at any given Collection Site as listed in Exhibit A-7, Listing of Collection Sites.
- 6.1.4 Collection Site staff will utilize the referral system/portal of the Contractor to retrieve and process the referrals.
- 6.1.5 If an enrolled Client enters a Collection Site requesting to test and there is no electronic referral, nor a hard copy of the referral, Contractor's Collection Site staff shall contact the Contractor for additional support. If the Contractor confirms the client is not scheduled to test, the collection site will document the date and time of the attempt and the reason why the Client was not allowed to test in the Collector's referral system/portal. The Client shall be provided with documentation (Turn Away Form) indicating why they were not allowed to test and the name of the Collector's staff that authorized the turn away. A copy of this Turn Away Form will be sent via electronic mail to the appropriate CSW by 2pm the following business day.
- 6.1.6 Contractor shall allow Clients to test up to 15 minutes prior to closing time of the Collection site.
- 6.1.7 If an enrolled Client enters a Collection Site after testing hours, the Collection Site may turn the client away and if so, shall document the date and time of the attempt and the reason why the Client was not allowed to test, in the Collector's referral system/portal. The Client shall be provided with documentation (Turn Away Form) indicating why the client was not allowed to test and a copy of this Turn Away Form will be sent by the Contractor, via electronic mail, to the appropriate CSW by 2pm the following business day.

6.2 Random Drug and Alcohol Testing

County shall create and provide the randomized schedule for Clients to test twice a month with Contractor.

6.3 On-Demand Testing

County shall submit a one-time drug and/or alcohol testing referral whenever court ordered or when DCFS staff determine it is needed.

6.3.1 Manual On-Demand Testing

When an on-demand test cannot be submitted electronically, Contractor shall permit Clients to submit to an on-demand test after receiving written authorization from DCFS staff.

6.4 Make-Up Testing

County may submit a one time make-up testing referral within 14 days of the original testing date when a client misses a scheduled test, if DCFS staff determine it is needed.

6.5 Weekly Schedule

County shall create and provide the Weekly schedule for Clients to test once per week with Contractor as ordered by the Juvenile Dependency Court.

6.6 Tracking and Scheduling

6.6.1 Contractor shall track all Clients participating in the Drug and Alcohol Testing Program with the following information as provided by DCFS:

- a) Name of Client
- b) Client's date of birth
- c) Gender
- d) DCFS Case or Referral Number (if client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed)
- e) Type of Testing schedule (e.g. random, on-demand, weekly, make-up or specialized schedule)
- f) Test Date
- g) Test Results
- h) Court Order? (Yes or No)
- i) DCFS Service Component Type (e.g. ER / FM / FR / PP/ VFM/ VFR/ Other)

- j) Is client Diabetic? (Yes or No)
- k) Collection Site ID
- l) DCFS CSW's office location
- m) DCFS CSW's and SCSW's name and email address (if the client is associated with more than one CSW, all associated CSWs must be listed)
- n) DCFS CSW's file number (if client is associated with more than one file number, all associated file numbers must be listed)
- o) Termination Date
- p) Client Number

6.7 Secured Web-Based Referral System

- 6.7.1 Contractor shall receive and process DCFS electronic referral data through a DCFS developed Application Programming Interface (API). Contractor shall call the API every 15 minutes 24 hours a day 7 days a week with their own API call scheduling.
- 6.7.2 Contractor shall decrypt the DCFS electronic referral encrypted data transaction file using Advanced Encryption Standard (AES).
- 6.7.3 Contractor shall verify the number of transaction records in the DCFS electronic referral transaction data.
- 6.7.4 Contractor shall send DCFS a rejection File Message via email if the number of transaction records in the DCFS electronic referral transaction data appears corrupted.
- 6.7.5 Contractor shall send DCFS an acceptance File Message via email if the number of transaction records in the DCFS electronic referral transaction data appears correct.
- 6.7.6 Contractor shall ensure that all clients in the referral transaction data file are successfully enrolled for testing based on the schedule (e.g. weekly random, on-demand, make-up).
- 6.7.7 Contractor shall use a DCFS developed API to return referral testing results back to the county. Contractor shall call the API every 15 minutes 24 hours a day 7 days a week, with their API call scheduling.
- 6.7.8 Contractor shall use a DCFS developed API to resend any missing referral data within 48 hours.
- 6.7.9 Contractor shall use Secure File Transfer Protocol (SFTP) to send and receive image files/ID and attach image files to specific client referrals in their web system.

- 6.7.10 Contractor shall coordinate with DCFS Business Information Systems Division regarding the Drug and Alcohol System's Information Technology-related issues and provide resolution promptly.
- 6.7.11 Contractor shall ensure all referral transaction data is corrected, validated, and uniquely identified before sending it to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.7.12 Contractor shall ensure all drug test results are corrected and validated before sending them to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.7.13 Contractor shall ensure data validation to avoid data duplication, redundancy, and missing information from the client referrals before sending them to DCFS Electronic Drug and Alcohol Systems through Web API.
- 6.7.14 Contractor shall ensure the flexibility of providing technical consultation and recommendations to the DCFS IT team to enhance the system performance.
- 6.7.15 Contractor shall read and resolve the issues in the alerts/emails sent by DCFS Business Information Systems Division regarding result discrepancy, API referral data endpoint call inactivity, or any technical issues reported by the DCFS users in a timely fashion.
- 6.7.16 Contractor shall comply with periodic technological advancements such as DCFS Drug and Alcohol system enhancements and/or re-engineering, and coordinate with DCFS Business Information System Divisions to make reasonable technical adjustments to both systems.
- 6.7.17 Contractor shall comply with DCFS email security standard guidelines. Electronic mail communication must be from a legitimate business source as the contract defines, such as (business name).com, and the email contents, including file attachments, shall be secure with passwords. Electronic mail contents shall not include the client's Home address, DOB, and SSN.

6.8 Contractor Confidentiality

Contractor is responsible for maintaining the confidentiality of DCFS client information following the Sample Collection for Drug and Alcohol Testing Services Contract Part I, Section 7.6, Confidentiality, of the Contract.

7.0 COLLECTION SITES

- 7.1 Contractor shall provide Monday through Friday, a minimum of 20 Collection Sites throughout the eight Service Planning Areas (SPAs) in the County of Los Angeles as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The minimum number of collection sites may be increased based on the needs of the Regional Offices.
 - 7.1.1 Included in the minimum number of 20 Collection Sites Contractor shall provide Monday through Friday, a Collection Site in Avalon, Catalina Island, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday.
- 7.2 Contractor shall provide on Saturday or Sunday, a minimum of eight Collection Sites, one Collection Site in each SPA in the County of Los Angeles as indicated in Exhibit A-5, Listing of Eight Designated Zip-Code Areas for Collection Sites- Saturday or Sunday.
 - 7.2.1 Contractor's Weekend Collection Sites may be the same as the Monday through Friday Collection Sites which are included within the minimum number of 20 Collection Sites as stated in Section 7.1 above.
- 7.3 Contractor shall provide a minimum of one Collection Site within designated zip-codes for a minimum total of 20 Collection Sites, as indicated in Exhibit A-4, Listing of 20 Designated Zip-Code Areas for Collection Sites - Monday through Friday. The zip-codes are aligned with DCFS Regional Offices as listed in Exhibit A-6, Listing of Los Angeles County DCFS Regional Offices by SPA.
- 7.4 Contractor shall make every effort to provide notice to CPM in writing via electronic mail, two weeks in advance of any change in Collection Site location. Changes in Collection Sites are subject to the approval of CPM.
- 7.5 Contractor shall notify CPM in writing via electronic mail, within eight hours of determining that Contractor is unable to maintain a Collection Site in a designated zip-code, along with a plan to locate a new Collection Site.
 - 7.5.1 If Contractor is unable to locate a Collection Site within the designated zip-codes within 30 days of the first notification to CPM that Contractor is seeking a new Collection Site, Contractor shall notify CPM, in writing, of all efforts made to locate a Collection Site within the designated zip-codes. If approved by CPM in writing, Contractor may provide a substitute Collection Site outside of a designated zip-code.
- 7.6 Contractor's Collection Sites shall be listed on Exhibit A-7, Listing of Collection Sites.

- 7.6.1 Contractor shall submit a new Listing of Collection Sites, Exhibit A-7, Listing of Collection Sites, to CPM upon approval when adding or deleting Collection Sites.
- 7.6.2 Contractor shall ensure that all Collection Sites remain clean and well maintained at all times of operation. Contractor shall make unannounced visits to every individual Collection Site a minimum of once every other month, to ensure the cleanliness and appropriateness of the Collection Site.
- 7.6.3 Contractor shall ensure that all Collection Sites have a mechanism to collect complaints from the Clients that receive services at the Collection Sites and to electronically submit all complaints to the Contractor daily.
- 7.7 Contractor shall make every reasonable effort to process sample collection and testing outside of Los Angeles County, as well as outside of California, to accommodate clients as ordered by the Juvenile Dependency Court.
- 7.8 Contractor will make every reasonable effort to accommodate client's diverse language needs, including those who are deaf and hard of hearing.

8.0 HOURS OF OPERATION

- 8.1 Contractor shall ensure that Sample Collection for Drug and Alcohol Testing Services within each of the following eight SPAs are available to County clients between the hours of 8:00 AM to 7:00 PM, Monday through Friday; and between the hours of 9:00 AM to 1:00 PM, on Saturday or Sunday, as listed herein: Upon County approval, the Hours of Operation can be modified for the protection and safety of the staff and clients due to a pandemic.

SPA 1: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 2: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 3: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 4: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 5: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 6: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 7: Monday-Friday, 8:00 AM to 7:00 PM
Saturday or Sunday, 9:00 AM to 1:00 PM

SPA 8: Monday-Friday, 8:00 AM to 7:00 PM (except in Avalon, Catalina Island)
Saturday or Sunday, 9:00 AM to 1:00 PM

- 8.2 Speciment Collection and Drug and Alcohol Testing Services in Avalon, Catalina Island, shall be available between the hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of a lunch period. Weekend hours are not required in Avalon, Catalina Island. (Please see Exhibit A-4 and A-5, SPA 8, Zip-Code 90704).
- 8.3 The required weekday hours of operation from 8:00 AM to 7:00 PM may be provided using no more than 2 sites in the designated zip-codes identified for each office. For example, a Collection Site within a designated zip-code for each office may be open from 8:00 AM to 1:00 PM; and a second Collection Site within the same zip-codes may service the same office from 1:00 PM to 7:00 PM, to comply with the 11 hour, Hours of Operation requirement.
- 8.4 Contractor shall make every effort to provide advance notice, within 15 minutes to CPM and their designated alternate(s) via email and a phone call as soon as known by Contractor of any unanticipated changes in hours of operation, or availability of a witness/collector (male or female). If the CPM and their designated alternate(s) are unavailable by phone, voicemails shall be left with the pertinent information.
- 8.4.1 Contractor shall post any changes in collection site hours of operation and any changes in the availability of on-site witnesses/collectors (male or female), along with alternate Collection site locations, on their web site in both English and Spanish. This same information will be posted on the entrance door of the affected Collection site facility in both English and Spanish.
- 8.4.2 All postings shall include two alternative nearby Collection Site locations with the street addresses, contact telephone numbers, and hours of operation in both English and in Spanish.
- 8.5 Additional hours or days may be provided by Contractor at no additional cost to County. During the contract period, County and Contractor may jointly discuss and, through mutual agreement, increase or decrease the number of Collection Sites and the hours of operation based on the changing needs of the County.
- 8.6 Specialized Collection sites may have different operating hours.

9.0 COLLECTION PROCESS

- 9.1 Contractor shall ensure that all Collection Sites will have both a male and female collector available onsite for the client to choose from, based on their gender identity. No collection site shall decline to provide a witnessed collection because the client's gender identity differs from what is on their identification. The Collection Site shall begin and maintain a verifiable and reliable chain of custody.
 - 9.1.1 Contractor shall ensure that transgender, gender nonconforming and intersex identified individuals are provided an option as to which gender they feel most comfortable as a witness.
- 9.2 Contractor shall ensure that all Collection Sites have electronic access to a secure web based system in order to receive ongoing electronic referrals from Contractor for clients who are scheduled for drug or alcohol test.
- 9.3 Thereafter, throughout the day, and within 10 minutes of receipt of referrals, Contractor shall send through a secured electronic delivery method to each Collection Site, authorization to collect a sample from On-Demand clients.
- 9.4 Contractor shall ensure that COUNTY clients who provide samples at the Collection Sites do so only with prior written authorization for testing by DCFS or in accordance with County On Demand, Random, Make-up, Weekly, or Specialized Testing schedule. Refer to Section 14.0, Toll Free Number for DCFS Clients for Random and Weekly Testing.
- 9.5 Contractor shall request DCFS clients to produce United States government issued valid photo identification document (e.g., Driver's license, passport, State identification card, etc.) and verify that the client is the person whom they claim to be.
 - 9.5.1 DCFS Clients who do not possess a valid photo identification document may be provided with a document containing their photograph on DCFS letterhead by DCFS (Note: The Client's photo must be of a quality that clearly identifies the Client), with the following information: Name of Client, Date of Birth, Case Number, CSW and SCSW names and phone numbers with at least one of their signatures, and the following language: "This serves as a means to allow the Client named herein to participate in the DCFS Drug and Alcohol Testing Program only." Contractor is to accept hard copy document from DCFS Client, or an electronic copy from Contractor or DCFS.
 - 9.5.2 CPM may notify Contractor of alternative identification methods that will be used to identify clients for drug and/or alcohol testing purposes.

- 9.5.3 Contractor should be able to receive from DCFS, a photo of the client using web services.
- 9.6 Contractor is not required to collect samples from DCFS clients who come to the collection site without a mask or face covering during a pandemic while State or local policies require face coverings.
- 9.7 For the duration of any pandemic, Contractor is not required to collect samples from DCFS clients exhibiting or disclosing symptoms associated with the pandemic until they are symptom free or as directed by the local health officer.
- 9.8 Contractor shall give each Client who has provided a sample a receipt indicating the date, time, and location of the sample collection. The receipt shall include a name and telephone number of a person who can verify the sample collection.
- 9.9 Contractor shall provide written documentation, a Turn Away Form, to a Client who appears for testing during testing hours of operation and is unable to test. Documentation shall include reasons for the client's inability to test and include a name and telephone number of a person who can verify the information. A copy of all Turn Away forms given out for the day are to be electronically sent to the contractor every night after collections have been completed and a copy of each turn away form is to be sent electronically to the assigned CSW by 2pm the following business day.
- 9.10 Contractor shall only report as No Shows or Missed Tests, those factual instances when the Parent/Client/Donor did not show up for testing.
- 9.10.1 Contractor shall factually report any lost, leaked or misplaced tests as lost, leaked or misplaced tests and shall report the reason why any sample collected and submitted does not have a test result reported.
- 9.11 County may withhold payment to Contractor for any costs incurred for sample collection not performed in accordance with the DCFS Random Drug and Alcohol Testing Program or without prior written or verbal authorization by County for On-Demand or Specialized testing.

10.0 SAMPLE SCREENING, ANALYSIS, AND CERTIFICATION

- 10.1 Contractor shall perform an initial screening and test all samples submitted for alcohol and drug testing to detect positive or negative screening results for the Five Panel Drug Test and Other Drugs, or for drugs outside of the Five Panel Drug Test and Other Drugs as ordered by the Juvenile Dependency Court as defined above in Section 3.23.
- 10.1.1 The Contractor is to comply with the most current SAMHSA recommended cutoff levels for alcohol and the Five Panel Drug Test and

Other Drugs. The Contractor is to notify the County of any changes to the SAMHSA recommended cutoff levels.

- 10.2 All samples initially screened as negative for the substances noted shall be reported as negative. All samples, which are positive in the initial screen, shall be subjected to further confirmation of positive results.
- 10.3 Contractor shall perform confirmation of all samples submitted for drug testing which yield positive results in the initial screening process to substantially determine the validity of positive screen results. The confirmation shall be conducted by utilizing either LC-MS/MS or GCMS.
 - 10.3.1 All drug tests that yield positive for amphetamines must be confirmed by utilizing the D/L Isomer test.
- 10.4 When requests for outside re-tests of samples are made by the Juvenile Dependency Court, Contractor shall send the sample and all chain of custody documentation to the designated outside laboratory at no charge to County. The requestor shall make all necessary arrangements with the outside laboratory performing the retest.
- 10.5 All drug analyses shall be conducted by a laboratory certified by the SAMHSA or accredited by the CAP/FUDT. Contractor shall provide proof of the certification. County may require a selected vendor that is CAP/FUDT accredited to provide annual documentation showing accreditation for each analyte tested at no additional cost to County. County shall utilize its discretion to determine the appropriate annual documentation for submission by the vendor.

11.0 ALCOHOL ANALYSIS AND CERTIFICATION

- 11.1 Contractor shall analyze samples collected for Ethanol alcohol testing only, for clients testing specifically for alcohol, or for alcohol tests specified in conjunction with drug tests.
- 11.2 All samples that screen positive for alcohol will automatically be tested for urine glucose (at no additional charge to County) to identify the possibility of fermentation due to diabetic conditions of the client.
- 11.3 If Contractor identifies the client's sample as glucose positive and they have not been identified as diabetic by County, Contractor shall notify County, within one business day from the end of the day in which the glucose positive was identified. The glucose results should also be identified in any test result report sent to DCFS or the court.

- 11.4 All alcohol analyses shall be conducted by a laboratory certified by the SAMHSA; or accredited by the CAP/FUDT; or some other certification of equal or greater technical rigor. Contractor shall provide proof of the certification.

12.0 CHAIN OF CUSTODY

- 12.1 Contractor shall maintain a continuous chain of custody for all samples collected for drug and/or alcohol testing utilizing their Chain of Custody Form and according to standard industry practice. Contractor shall account for the integrity of each sample by verifying the number of samples collected at the site are equal to the amount being transported by the courier. The contractor shall also verify the amount of samples received at each laboratory is equal to the amount transported by the courier from each collection site.

12.1.1 All tops of sample containers shall be correctly and securely affixed to the container by the Collector prior to labeling the container and properly placing it in the individual plastic bag, and sealing the bag.

- 12.2 All urine samples shall not be exposed to high temperatures for an extended time. These conditions may affect the test results of a urine sample. Refrigeration of samples is required where there are concerns of high temperatures in geographical areas of County, such as Antelope Valley.
- 12.3 All samples, which are collected and test negative shall be maintained in storage, at Contractor's expense, for a period of no less than seven days from the date the sample test result was reported to DCFS.
- 12.4 All samples, which are collected and test positive shall be maintained in storage, at Contractor's expense, for a period of no less than one year from the date the sample was collected.
- 12.5 Contractor shall maintain records verifying that Collection Site staff have read and acknowledged policy and procedures and the chain of custody protocol.

13.0 WARM LINE

- 13.1 Contractor shall establish and maintain a "warm line," which is a designated toll free telephone line (warm line) for DCFS staff, and other designated County personnel, to provide information and consultation on test results; as well as County's procedures and process related to Drug and Alcohol testing. Contractor shall respond to inquiries through the warm line Monday through Friday during the hours of 7:00 AM to 7:00 PM. Contractor shall provide additional staff as monitored by County between the peak hours of 10:00 AM to 5:00 PM Monday through Friday.

13.2 This line shall not ring busy, shall be picked up by the fourth ring and shall be answered by Contractor.

13.3 Contractor shall be responsible to return COUNTY's messages within one hour as monitored by County.

14.0 TOLL FREE NUMBER FOR DCFS CLIENTS FOR RANDOM AND WEEKLY TESTING

14.1 Contractor shall administer and operate a toll free "800" Client Hotline Service line. Contractor shall provide and bear the cost of maintaining and updating the toll free "800" Client Hotline Service telephone line.

14.1.1 Contractor shall have a deaf and hard of hearing option for clients who need this accommodation.

14.2 The recorded message shall be in both English and Spanish and shall state in the following order: 1) the day of the week; 2) date; and 3) the letters of the last names of those Clients who must report for random or weekly testing. The letters will be announced using the Law Enforcement Phonetic Alphabet (Exhibit A-9), in English and the Spanish Phonetic Alphabet in Spanish.

14.3 For Random Testing, each letter of the alphabet shall be announced on the recorded message using the Law Enforcement Phonetic alphabet (Exhibit A-9), in English and the Spanish phonetic alphabet in Spanish on the recorded message, a maximum of two (2) tests per month for each letter. There shall be no deviation from this testing frequency unless previously approved by CPM.

14.4 For the Weekly Testing, each letter of the alphabet shall be announced using the Law Enforcement Phonetic Alphabet (Exhibit A-9) in English and the Spanish Phonetic Alphabet on the recorded message once per week during a five-day workday schedule cycle (a maximum of one (1) test per week for each letter). There shall be no deviation from this testing frequency unless previously approved by CPM.

14.5 Contractor shall establish an automated system to update the recorded messages for both the Random and Weekly Tests required for the following day, Sunday through Thursday after 7:00 PM but no later than 7:30 PM; and shall, the night before all weekends and County holidays, update the outgoing message to state that no testing is required on the weekend or on County holidays, as applicable.

14.5.1 The automated system to update the recorded messages shall maintain data to verify when the messages were updated each day and which letters were included in the recordings.

14.5.2 Contractor shall verify the recorded messages are updated with the correct letters for the next day by calling the "800" Client Hotline Service

line and listening to the recordings in both English and Spanish. The Contractor will send **an automated email of the scheduled letters** and an email verification to the CPM advising of the accuracy of the recordings nightly by 7:30 PM.

15.0 RECORD KEEPING

- 15.1 Contractor shall maintain all records including, but not limited to, dates, test results for each client served, recordings of the chain of custody for each sample collected data pertaining to the content and updating of the recorded messages on the toll-free number, and other information pertaining to sample collection and urinalysis testing for drugs and alcohol as requested by County for a period of one year after the expiration of this Contract. Contractor shall maintain such records using appropriate drug testing forms and according to standard industry practice.

16.0 TEST RESULTS AND REPORTS-

16.1 Test Results

- 16.1.1 Contractor shall be able to send electronic test results in an encrypted transaction file every hour between 6:00 AM and 6:00 PM through Web API (REST/JSON) secured web services on each business day.
- 16.1.2 Contractor shall send the encrypted transaction file through Web API (REST/JSON) secured web services.
- 16.1.3 Contractor shall be able to send electronic missing test results in an encrypted transaction file within 48 hours through Web API (REST/JSON) secured web services on each business day.
- 16.1.4 Contractor shall send the encrypted large transaction file via SFTP (Secure File Transfer Protocol) if Web API (REST/JSON) secured web services are unavailable.
- 16.1.5 Contractor shall immediately notify DCFS of their system downtime or business interruptions due to any unexpected situation via email to the BIS manager and the CPM.
- 16.1.6 Contractor shall be able to encrypt the electronic test results in an encrypted transactions file using AES.
- 16.1.7 Contractor shall also provide and maintain a web-based drug test results system (Contractor's web-based system) that includes alcohol and drug test analysis and allows County staff who submit an alcohol or drug test referral, the ability to have web-based access to obtain results. The web-based drug test results system shall allow County staff to view and print

results for that day, and any prior test date results needed for a client participating in the testing program that is part of their caseload. The results should include, but are not limited to the following information:

- a) The client's name,
- b) Client's date of birth or age,
- c) Client's gender,
- d) DCFS Case or Referral Number (if the client is associated with more than one case or Referral number, all associated case or Referral numbers must be listed),
- e) Name(s) of minor in the case,
- f) DCFS CSW's office location,
- g) DCFS CSW's name (if the client is associated with more than one CSW, all associated CSWs must be listed),
- h) DCFS CSW's file number (if the client is associated with more than one file number, all associated file numbers must be listed),
- i) Date of the report,
- j) Dates of sample collection, initial testing, the preliminary report of positive or negative test confirmation, and if applicable, the final report of sample that had a preliminary positive report,
- k) A listing of the drug test performed and corresponding results for each drug test with cutoff levels,
- l) In case of a missed test, the date of the missed test, and
- m) In case of a turn away, the date, reason and a copy of the form provided to the client.

16.1.8 The records in the encrypted test results transaction file will contain the following:

- a) DCFS Sequence Number.
- b) Results for each substance tested.
- c) Testing Date.
- d) Testing Site.
- e) Sample ID.
- f) Indicator if it is a "No show."
- g) Indicator if the sample is contaminated.
- h) Indicator if it was a "Turn Away" and the reason.

16.1.9 Drug and alcohol testing results shall be available through the Web API (REST/JSON) secured web services and Contractor's web-based system according to the following schedule:

16.1.9.1 Negative test results shall be available on the next Business Day, following the day the sample was collected.

- 16.1.9.2 Missed test (No-Show) shall be available within 48 hours after the day the sample was scheduled to be collected.
- 16.1.9.3 If a client is not tested because the client refused to wear a mask or face covering when face coverings are required by State or local policy, the Contractor shall report this to County within 48 business hours.
- 16.1.9.4 If a client is not tested because the client exhibited or reported symptoms related to a pandemic, Contractor shall report this to County within 48 business hours.
- 16.1.9.5 Positive test results shall be available no later than on the third Business Day, following the day the sample was collected.
- 16.1.9.6 Notwithstanding the timeframes above, for samples collected in Avalon, Catalina Island:
 - 16.1.9.6.1 Negative test results shall be available on the second Business Day, following the day the sample was collected.
 - 16.1.9.6.2 Missed test (No-Show) shall be available within 48 business hours after the scheduled testing day.
 - 16.1.9.6.3 Positive test results shall be available no later than on the fourth Business Day, following the day the sample was collected.
- 16.1.9.7 Contractor may hold test results beyond the identified timeframes if, in accordance with this Contract, a client was permitted to test and Contractor has not received the appropriate and complete documentation from County to release the test results within the designated timeframe. (e.g., County has not provided an on-demand referral form with the signature/approval of an SCSW.) Contractor should contact CSW to obtain the completed documentation from County. In the absence of CSW, Contractor should contact SCSW. In the absence of SCSW, Contractor should contact CPM. In the absence of CPM, Contractor should contact the designated CPM alternate(s).
- 16.1.9.8 Upon DCFS' verification of the transaction records in Contractor's electronic test results transaction file, one of the following will occur:

16.1.9.8.1 Contractor shall receive a rejection File Message via email from DCFS if the number of transaction records in Contractor's electronic test results transaction file does not match.

16.1.9.8.1.1 For transactions with errors, a negative acknowledgment will be sent to both parties in a response message along with corresponding error codes and descriptions. Contractor shall take necessary corrective actions as noted in the response message and resubmit.

16.1.9.8.1.2 Contractor shall receive a DCFS acceptance File Message via email if the number of transaction records in the electronic test results transaction file matches.

16.1.9.9 Contractor is responsible for maintaining the confidentiality of DCFS client information, in accordance with the Sample Collection for Drug and Alcohol Testing Services Contract Section 7.6, Confidentiality, of the Contract.

16.1.10 When a sample is tested for both drugs and alcohol, the drug and alcohol test results shall be available simultaneously as a combined notification through both County's and Contractor's web-based systems within the timeframes established for each as stated in this Contract.

16.1.11 Contractor shall provide all test results for drugs and alcohol reports, simultaneously through both County's and Contractor's web-based systems within the timeframes established for each as stated in this Contract

16.1.12 As a temporary measure for the delivery of test results, Contractor may deliver test results by courier at Contractor's expense if and when both County's and Contractor'S web-based systems are unavailable.

16.2 Monthly Statistical Reports

16.2.1 Every month, by the 9th calendar day, Contractor shall submit a hard copy and an electronic copy via email of the statistical report to CPM containing the following information:

- Number of actual tests performed
 - On-Demand Participants that include the DCFS service component
 - Random Program Participants that include the DCFS service component
 - Weekly Schedule Participants that include the DCFS service component
 - Make-Up Participants that include the DCFS service component

- Number of actual tests performed
 - Drug & Alcohol Tests
 - Alcohol Only Tests
 - Other sample methods tests
 - Out-of-County/State Tests
 - Minor youth tests

- Percentage of Participants testing positive for drugs and alcohol and the percent positivity rate of each substance tested.

- Number of actual tests performed for each DCFS regional office during the prior month
 - On-Demand Participants
 - Random Program Participants
 - Weekly Schedule Participants
 - Minor participants

- Number of open Referrals on file from each DCFS SPA Office as of the prior month end
 - Random Program Participants
 - Weekly Schedule Participants

- List denoting the date and letters which were selected for Random Testing and Weekly Testing for each invoiced period

16.2.2 A copy of the monthly statistical report shall be submitted with each monthly CONTRACTOR invoice and shall be required before CPM approves CONTRACTOR invoice.

16.2.3 The monthly data report that will come to the Department will include any kind of aberrations and will capture the following elements:

- a) Positive results
- b) Negative results
- c) No shows
- d) Any tampering (such as leaked, mislabeled, etc.)
- e) Turn away

16.3 Ad-Hoc Reports

Contractor shall submit ad-hoc reports as requested by the CPM (e.g., names, office locations, positive alcohol and drug testing results, etc.).

17.0 QUALITY CONTROL PLAN

17.1 Contractor shall provide a comprehensive internal quality control plan to be utilized by Contractor to ensure the required services are provided as specified. Contractor's internal quality control plan shall define all deliverable services specified in the Terms and Conditions and in this SOW, and state how these deliverables will be supplied.

17.2 The Contractor's internal quality control plan shall demonstrate how the objectives for the contracted activities/services will be met, and must assure that the quality of the service will meet or exceed County requirements regarding timeliness, accuracy, effectiveness, and completeness. The quality control plan shall explain how policies and procedures will be disseminated, implemented and utilized by Contractor staff.

17.3 Contractor's quality control plan shall also establish a continuous quality improvement process plan to periodically review and assure all requirements of the contract are met or exceeded. The plan shall include an identified monitoring system covering all the services listed in this SOW, and methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors must be included in the Quality Control Plan:

- a) Activities to be monitored to ensure compliance with all SOW requirements,
- b) Monitoring methods to be used,
- c) Frequency of monitoring,
- d) Samples of forms to be used in monitoring,
- e) Title/level and qualifications of personnel performing monitoring functions, and
- f) File of all monitoring results, including any corrective action taken.

18.0 PROCESS COORDINATION

18.1 Contractor shall assist COUNTY, as requested, with the improvement of the DCFS Drug and Alcohol Testing Program.

18.2 Contractor shall assist COUNTY in conducting drug and alcohol testing presentations to DCFS and Court personnel as a measure to improve the use of the DCFS Drug and Alcohol Testing Program.

- 18.2.1 Contractor and County shall meet as needed to discuss the performance of this contract.
- 18.3 Contractor shall assist in transitioning a new Drug and Alcohol testing vendor, if applicable, for a period that could last up to 60 days after the Contract's termination date.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
Drug and Alcohol or Alcohol Testing Referrals are reviewed and processed on the same day that they are received from Department of Children and Family Services (DCFS) staff (Section 6.0)	100% compliance and accuracy for all required services.	County monitors Contractor compliance with the Contract.	If two (2) User Complaint Reports (UCR) are submitted in a twelve-month (12) period that indicate that Contractor is not in compliance with paragraphs 6.0 through 18.0 of the Statement of Work, and/or any other provision of the Contract, Contractor shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) following the County provided CAP format, to the County with an explanation of the problem and plan for correcting the problem, subject to the County approval.
Collection Sites are properly maintained clean and operated throughout their assigned hours of operations, Monday through Friday, and Saturday or Sunday, as required, to collect samples as scheduled from County clients. (Sections 7.0 and 8.0)		County Program Manager (CPM) receives notices from other DCFS users.	
Contractor is to ensure that all Collection Sites have access to a secure web based system to receive Drug and/or Alcohol Testing Referrals. (Section 9.0)		CPM receives results of any audit regarding Contractor compliance.	
All samples are picked up within one business day. All samples are screened, analyzed and the results certified within 72 hours of sample collection, depending on the results, utilizing appropriate test methods and procedures in accordance with standard industry practice. (Sections 10.0 and 11.0)		CPM notifies and submits to Contractor a User Complaint Report (UCR) for each separate incident of non-compliance.	
Integrity of all samples are maintained and preserved from the point of collection to their final disposition using appropriate drug testing sample chain of custody forms in accordance with standard industry practice. (Section 12.0)			
The "Warm Line" telephone number is properly maintained and operated, Monday through Friday, from 7:00 AM to 7:00 PM, to provide prompt and			

STATEMENT OF WORK (SOW)			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE REQUIREMENTS
<p>courteous response to inquiries from DCFS CSWs, CPM regarding drug test results and drug test process. Contractor shall provide additional staff as monitored by COUNTY between the peak hours of 10:00 AM to 5:00 PM Monday through Friday. (Section 13.0)</p> <p>A toll free number with two options, one for Random and the other for Weekly testing, for clients to call is properly maintained and operated, 24 hours a day, 7 days a week, with a recorded message both in English and Spanish, to provide random and weekly drug test schedules to clients. (Section 14.0)</p> <p>Secured web based access to test results is to be available to DCFS staff who submit an alcohol or drug test referral, and all other records and reports required in the SOW are to be submitted to the CPM in a timely manner with all the required information and on the frequency stated in the SOW. (Sections 16.0)</p> <p>An attainable and comprehensive Quality Control Plan is established to ensure the required services are provided and the quality of work are met as specified in the SOW. (Section 17.0) When the Contractor does not comply with SOW Section 17.0, the liquidated damages shall be \$500 per occurrence.</p>			<p>1) For each UCR over two (2) submitted in a twelve-month period that indicates that Contractor is not in compliance with paragraphs 6.0 through 17.0 of the SOW, or any other provisions of the Contract; or</p> <p>2) Each CAP submitted by Contractor that does not meet with COUNTY's approval, the liquidated damages shall apply.</p> <p>3) When the Contractor does not comply with SOW Section 14.0 the liquidated damages shall be \$1500 per occurrence.</p> <p>4) When the Contractor does not comply with SOW Section 16.0 the liquidated damages shall be \$1500 per occurrence.</p>

**USER COMPLAINT REPORT (UCR)
SPECIMEN COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

This form is to be used by DCFS users of the DCFS Specimen Collection/Drug and Alcohol Testing Services to report service discrepancies and failure to conduct collection of a sample/drug and alcohol testing. This User Complaint Report must be delivered immediately to the County Program Manager (CPM) for this Contract.

Date of Report: _____ DCFS User Name: _____
DCFS Office Address: _____
Phone No. _____ E-mail Address: _____
Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

- Contractor Project Director (CPD) is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor unable to receive Referral Requests as required.
- Collection Sites not properly staffed and maintained as specified in the Contract.
- Contractor not properly maintaining warm line and 800 number as specified in the Contract.
- Contractor not complying with the Referral/database requirements as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Contractor not complying with the chain of custody requirements as specified in the Contract.
- Contractor not picking up all samples the day they are collected.
- Other (describe): _____

To report an urgent/serious problem, call Drug and Alcohol Testing Program Management Team at: (323) 900-2349. Send UCR to Drug and Alcohol Testing Program Management Team (CPM), 5757 Wilshire Blvd, Suite 200, Los Angeles, CA 90036 and a copy to Contracts Administration Division, 510 S. Vermont Ave, 14th Floor Mail Room, Los Angeles, CA 90020.

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) FORMS FOR
SPECIMEN COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES**

The following forms are attached:

- DCFS Alcohol - Drug Random Test Referral (English/Spanish Versions)
- DCFS Alcohol – Drug On Demand Testing Referral (English/Spanish Versions)
- DCFS Alcohol – Drug Weekly or Specialized Schedule Testing Referral (English/Spanish Versions)

DCFS ALCOHOL - DRUG RANDOM TEST REFERRAL

ATTENTION _____: Please enroll client in the RANDOM SCHEDULE

ALCOHOL ONLY* **DRUGS AND ALCOHOL*** **NEW** **CHANGE**

(*Must be consistent with current court orders)

EXTENSION

1. CLIENT INFORMATION **Note: Information requested in sections 1., 2., and 3., is ABSOLUTELY MANDATORY**

Client/Donor's Last Name	First Name	Donor's Birthdate	Test Code <small>(Initial of donor's last name ONLY)</small>
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> No <input type="checkbox"/>	Referral Date
Name of Oldest Minor in the Case		Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other	
Is donor taking medication? If yes, please list name(s) of medication(s): Yes <input type="checkbox"/> No <input type="checkbox"/>			
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES <input type="checkbox"/> NO <input type="checkbox"/>			

2. COLLECTION SITE INFORMATION

Name of Collection Site	Hours of Operation	
Street	City	Code

3. CSW, SCSW INFORMATION

Last Name	First Name	CSW File #	Phone Number
SCSW Last Name	First Name	Phone Number	Fax Number
DCFS Office Name and Address			

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING

TERMINATION DATE (Note: This field is mandatory for all Referrals. The termination date may not exceed six months from the date of Referral): The timeframe for testing is from: to:	Supervisor's signature (if applicable):
Court-Ordered: YES <input type="checkbox"/> Please make sure there is a Court Order on file. NO <input type="checkbox"/>	

INSTRUCTIONS TO CSW:

Complete all information legibly. This Referral is used to refer a client for alcohol and/or drug testing. Please instruct client to choose appropriate menu option when calling the 800 number.
***** Court Number will not be accepted.** Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

INSTRUCTIONS TO CLIENT:

Please call (866) 599-3313 daily (Sunday through Thursday) after 7:30 PM and press Option 1 to hear if your Test Code has been called. You **MUST** test on the **SAME DAY** that your Test Code is scheduled. A test taken on any other day will be considered invalid unless previously approved by your CSW. **If you are on a specialized drug-testing schedule, your CSW will give you instructions on when to test. Please choose the appropriate menu option when calling the 800 number.**
 If this Referral is not complete and legible, contact your CSW immediately. You must present a valid picture ID each time you report for testing. Lack of picture ID will result in you not being allowed to test. If you have any questions regarding your drug testing, please contact your CSW or attorney.

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS

ATENCION _____: Por favor inscriba al cliente en el horario aleatorio

ALCOHOL SOLAMENTE* **DROGAS Y ALCOHOL*** **NUEVO** **CAMBIO**
 (*Debe ser consistente con orden judicial actual) **Extensión**

1. INFORMACION DEL CLIENTE Nota: La información requerida en las secciones 1, 2, y 3, es **ABSOLUTAMENTE OBLIGATORIA**

Apellido del Cliente/Donador	Nombre	Fecha de Nacimiento	Clave del Examen
Número del Caso de DCFS (7 dígitos) o Número del Hotline Referral (19 dígitos)***	Componente de servicio del caso: (Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	¿El examen esta ordenado por la Corte? Sí <input type="checkbox"/> No <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso	Nombre del Caso		
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de los medicamentos:			
¿EL CLIENTE ES DIABETICO(A)? (La Diabetes puede alterar los resultados del examen de alcohol.) SI <input type="checkbox"/> NO <input type="checkbox"/>			

2. INFORMACION DEL LUGAR DE COLECCION

Nombre del lugar de Colección	Horas de Operación	
Calle	Ciudad	Código Postal

3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A

Apellido de CSW	Nombre	Número de Expediente (File #)	Número de Teléfono
Apellido de SCSW	Nombre	Número de Teléfono	Número de Fax
Nombre y dirección de la Oficina de DCFS			

4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS

Fecha de Terminación (Nota: Este campo es obligatorio para todas las referencias. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión): El tiempo del examen es _____ DE: _____ A: _____	Firma del supervisor (si es aplicable)
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Por favor asegúrese de que haya una orden judicial en el archivo. NO <input type="checkbox"/>	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente. Esta Referencia se usa para referir a un cliente para un examen de alcohol y/o drogas. Por favor de instruir al cliente que escoja la apropiada opción de menú cuando llame al número 800.

***El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorará el proceso de los resultados. El número de referencia del Hotline se usa solamente si el número del Estado no está disponible. .

INSTRUCCIONES AL CLIENTE:

Por favor llame al (866) 599-3313 diariamente (de domingo a jueves) después de las 7:30 PM y seleccione la opción #1 para saber si su Clave del Examen ha sido llamado. **Debe** hacer el examen el **mismo día** que su Clave del Examen está programado. Un examen realizado en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. **Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba. Por favor escoja la apropiada opción de menú cuando llama al número 800.**

Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. Sin identificación, Ud. no podrá hacer el examen. Si usted tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

DCFS ALCOHOL – DRUG ON DEMAND TESTING REFERRAL

THIS REFERRAL FORM DOES NOT ENROLL CLIENT IN THE RANDOM PROGRAM

<input type="checkbox"/> ALCOHOL ONLY		<input type="checkbox"/> DRUGS AND ALCOHOL	
1. CLIENT INFORMATION Note: Information requested in sections 1., 2., 3 and 5., is ABSOLUTELY MANDATORY			
Client/Donor Last Name		First Name	
DCFS Case # (7 digits) *** Hotline referral # (19 digits)		Donor's Birthdate	
Name of Oldest Minor in the case:		Case Name	
Is Testing Court Ordered? YES <input type="checkbox"/> NO <input type="checkbox"/>		Referral Date	
Service Component of the Case: (Please Circle One)		ER / FM / FR / PP/ VFM/ VFR/ Other	
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES <input type="checkbox"/> NO <input type="checkbox"/>			
Is donor taking medication? Yes <input type="checkbox"/> No <input type="checkbox"/>		Indicate the names of the medications	

2. COLLECTION SITE INFORMATION

Name of Collection Site		Hours of Operation	
Street		City	Zip Code

3. CSW INFORMATION

Last Name		First Name		CSW File No.	Phone Number
SCSW Last Name		First Name		Phone Number	Fax Number
DCFS Office Name and Address					

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING

Court-Ordered: YES <input type="checkbox"/> It is mandatory that court orders specify the client's drug testing schedule. NO <input type="checkbox"/> Pre-authorization from the Program Manager may be required (Please see the policy)		Supervisor's signature (Mandatory):	
--	--	--	--

5. DATE FOR ON DEMAND TESTING

Today Other Date(s) (Multiple dates for specialized schedules only):

INSTRUCTIONS TO CSW: Complete all information legibly. This Referral is used to refer a client for on demand alcohol or drug testing.

INSTRUCTIONS TO CLIENTS: Take this Referral to the Collection Site and give it to the Collection Site staff.

If this Referral is not complete or legible, contact your CSW immediately. You also must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you have any questions regarding your drug testing, please contact your CSW or attorney.

DCFS ALCOHOL – REFERENCIA DE EXAMEN DE DEMANDA PARA DROGAS

ESTA FORMA DE REFERENCIA NO INSCRIBE AL CLIENTE EN EL PROGRAM ALEATORIO

ALCOHOL SOLAMENTE **DROGAS Y ALCOHOL**

1. INFORMACION DEL CLIENTE Nota: La información requerida en las secciones 1, 2, 3, y 5, es **ABSOLUTAMENTE OBLIGATORIA**

Apellido del Cliente/Donador		Nombre	Fecha de Nacimiento
Número del Caso de DCFS (7 digits) o Hotline referral # (19 digits)***		Nombre del Caso	
Nombre del Menor Mayor en el Caso:		Componente de servicio del caso:(Por favor circule uno) ER / FM / FR / PP/ VFM/ VFR/ Otro	
¿EL CLIENTE ES DIABETICO(A)? (La Diabetes puede alterar los resultados de el examen de alcohol)			Sí <input type="checkbox"/> NO <input type="checkbox"/>
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/>	Indique el nombre de los medicamentos:		

2. INFORMACION DEL LUGAR DE COLECCIÓN

Nombre del lugar de Colección		Horas de Operación	
Calle	Ciudad	Código Postal	

3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A

Apellido de CSW	Nombre	Número de Expediente (File #)	Número de Teléfono
Apellido de SCSW	Nombre	Número de Teléfono	Número de Fax
Nombre y dirección de la Oficina de DCFS			

4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS

Ordenado por la Corte: Sí <input type="checkbox"/> Es obligatorio que las órdenes judiciales especifiquen el horario de las pruebas de drogas para el cliente. No <input type="checkbox"/> Pre-autorización del director del programa puede ser necesaria. (Por favor consulte la póliza)
Firma de SCSW (Mandatario):

5. FECHA DE EXAMEN DE DEMANDA

Fecha que el cliente tiene el examen de demanda:
--

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente. Esta forma se utiliza para referir al cliente para un examen de demanda de alcohol o de drogas.

INSTRUCCIONES AL CLIENTE: Lleve esta forma al sitio de colección y entréguela a un empleado del sitio de colección.

Si esta forma no está completa o legible, póngase en contacto inmediatamente con su Trabajador/a Social. Usted debe presentar una identificación válida con fotografía cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted tiene preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

DCFS ALCOHOL - DRUG WEEKLY TEST REFERRAL

ATTENTION _____: Please enroll client in the WEEKLY SCHEDULE

ALCOHOL ONLY* **DRUGS AND ALCOHOL*** **NEW** **CHANGE**
 (*Must be consistent with current court orders) **EXTENSION**

1. CLIENT INFORMATION **Note: Information requested in sections 1., 2., and 3., is ABSOLUTELY MANDATORY**

Client/Donor's Last Name	First Name	Donor's Birthdate	Test Code (Initial of donor's last name ONLY)
DCFS Case # (7 digits) *** Hotline referral # (19 digits)	Case Name	Is Testing Court Ordered? Yes <input type="checkbox"/> *Weekly must be court	Referral Date
Name of Oldest Minor in the Case		Service Component of the Case: (Please Circle One) ER / FM / FR / PP/ VFM/ VFR/ Other	
Is donor taking medication? If yes, please list name(s) of medication(s): Yes <input type="checkbox"/> No <input type="checkbox"/>			
IS THE DONOR A DIABETIC? (Diabetes might alter the alcohol test results) YES <input type="checkbox"/> NO <input type="checkbox"/>			

2. COLLECTION SITE INFORMATION

Name of Collection Site	Hours of Operation	
Street	City	Zip Code

3. CSW, SCSW INFORMATION

Last Name	First Name	CSW File #	Phone Number
SCSW Last Name	Name	Phone Number	Fax Number
DCFS Office Name and Address			

4. SPECIAL INSTRUCTIONS FOR DRUG TESTING

TERMINATION DATE (Note: This field is mandatory for all Referrals. The termination date may not exceed six months from the date of Referral): The timeframe for testing is from: _____ to: _____	Supervisor's signature (if applicable):
Court-Ordered: YES <input type="checkbox"/> Please make sure there is a Court Order on file. *Weekly testing must be court ordered.	

INSTRUCTIONS TO CSW:

Complete all information legibly. This Referral is used to refer a client for alcohol and/or drug testing. Please instruct the client to choose the appropriate menu option when calling the 800 number.
***** Court Number will not be accepted.** Writing in the Court number will not allow CSWs to receive test results. The Hotline referral number is used only if the State Number is not available.

INSTRUCTIONS TO CLIENT:

Please call (866) 599-3313 daily (Sunday through Thursday) after 7:30 PM to hear if your Test Code has been called. You **MUST** test on the **SAME DAY** that your Test Code is scheduled. **If you are on a specialized drug-testing schedule, your CSW will give you instructions on when to test.**
 If this Referral is not complete or legible, contact your CSW immediately. You ~~also~~ must present a valid picture ID each time you report for testing. Lack of picture ID will not allow you to test. If you have any questions regarding your drug testing, please contact your CSW or attorney.

FORMA PARA REFERIR CLIENTES A EXAMEN DE ALCOHOL Y DROGAS
ATENCIÓN _____: Por favor inscriba al cliente en el horario semanal.

ALCOHOL SOLAMENTE* **DROGAS Y ALCOHOL*** **NUEVO** **CAMBIO**
 (*Debe ser consistente con orden judicial actual.) **EXTENSIÓN**

1. INFORMACION DEL CLIENTE Nota: La información requerida en las secciones 1, 2, y 3, es **ABSOLUTAMENTE OBLIGATORIA**

Apellido del Cliente/Donador	Nombre	Fecha de Nacimiento	Clave del
Número del Caso de DCFS (7 dígitos) o Numero del Hotline Referral (19 digits)***	Componente de servicio del caso: (Por favor circule uno)ER / FM / FR / PP/ VFM/ VFR/ Otro	¿Los exámenes semanales están Corte? Sí <input type="checkbox"/>	Fecha de la Referencia
Nombre del Menor Mayor en el Caso	Nombre del Caso		
¿El cliente está tomando medicamentos? Sí <input type="checkbox"/> No <input type="checkbox"/> Si la respuesta es sí, por favor indique el nombre de los medicamentos:			
¿EL CLIENTE ES DIABETICO(A)? (La Diabetes puede alterar los resultados del examen de alcohol.) SI <input type="checkbox"/> NO <input type="checkbox"/>			

2. INFORMACION DEL LUGAR DE COLECCION

Nombre del lugar de Colección	Horas de Operación		
Calle	Ciudad	Código Postal	

3. INFORMACION ACERCA DE EL/LA TRABAJADOR/A SOCIAL, Y EL/LA SUPERVISOR/A

Apellido de CSW	Nombre	Número de	Número de
Apellido de SCSW	Nombre	Número de	Número de Fax
Nombre y dirección de la Oficina de DCFS			

4. INSTRUCCIONES ESPECIALES PARA EL EXAMEN DE DROGAS

Fecha de Terminación (Nota: Este campo es obligatorio para todas las referencias. La fecha de terminación no podrá exceder de seis meses a partir de la fecha de remisión. El tiempo del examen es DE: A:	Firma del supervisor (si es aplicable):
ORDENADO POR LA CORTE: SI <input type="checkbox"/> Por favor asegúrese de que haya una orden judicial en el archivo. Todas las referencias de pruebas semanales deben ser ordenadas por la corte.	

INSTRUCCIONES AL TRABAJADOR(A) SOCIAL:

Complete toda la información legiblemente. Esta Referencia se usa para referir a un cliente para un examen de alcohol y/o drogas. Por favor de instruir al cliente que escoja la apropiada opción de menú cuando llame al número 800.
***El número de la Corte no será aceptado. Al escribir el número de la Corte, Ud. demorará el proceso de los resultados. El número de referencia del Hotline se usa solamente si el número del Estado no está disponible. .

INSTRUCCIONES AL CLIENTE:

Por favor llame al (866) 599-3313 diariamente (de domingo a jueves) después de las 7:30 PM para saber si su Clave del Examen ha sido llamado. Debe hacer el examen el mismo día que su Clave del Examen está programado. Un examen realizado en cualquier otro día será considerado inválido a menos que este previamente aprobado por su Trabajador(a) Social. Si usted está en un horario de exámenes especializados, su Trabajador(a) Social le dará instrucciones sobre cuándo hacerse la prueba.
Si esta forma no está completa o legible, contacte inmediatamente a su Trabajador/a Social. Usted debe presentar una identificación valida con fotografía cada vez que se reporte para un examen. Sin identificación, Ud. no podrá hacer el examen. Si usted preguntas acerca del examen, por favor comuníquese con su Trabajador/a Social o su Abogado/a asignado a su caso.

Listing of 20 Designated Zip Codes Areas for Collection Sites Monday – Friday

Collection Site #	Service Planning Area 1						
1	Lancaster	93534	93535	93536	93532		
2	Palmdale	93543	93550	93551	93552	93510	
		93591	93544				
Collection Site #	Service Planning Area 2						
3	Van Nuys	91331	91402	91405	91605	91331	
		91352	91605				
4	Santa Clarita	91342	91343	91321	91351	91387	
5	West San Fernando Valley*			91303	91304	91324	
				91325	91335	91406	
				91306	91340	91367	
				91364	91356		
Collection Site #	Service Planning Area 3						
6	Pasadena	90032	90041	90042	91008	91202	
		91101	90065	91208			
7	El Monte	91732	91733	91745	91731	91734	
8	Pomona	91765	91766	91767	91768	91711	
		91750	91773				
9	Glendora	91702	91724	91748	91744	91722	
		91723	91790	91791	91792		
Collection Site #	Service Planning Area 4						
10	Metro North	90057	90006	90033	90031	90026	
Collection Site #	Service Planning Area 5						
11	West Los Angeles	90019	90066	90291	90230		
		90405	90232	90402			
Collection Site #	Service Planning Area 6						
12	Wateridge	90011	90016	90047			
13		90002	90018	90062	90037		
	Hawthorne	90008					
14	Compton –Carson	90222	90059	90262	90021		
15	Vermont Corridor	90001	90003	90044			
Collection Site #	Service Planning Area 7						
16	Belvedere	90022	90201	90255	90640	90660	
		90023	90040	90058	90063	90270	
		90201	90255				
17	Santa Fe Springs	90280	90670	90701	90631		
Collection Site #	Service Planning Area 8						
18	South County	90805	90813	90731	90744		
		90802	90810				
19	Avalon, Catalina Island	90704					
20	Torrance	90250		90501			

Listing of Eight Designated Zip Code Areas for Collection Sites Saturday or Sunday

Service Planning Area 1					
93534	93535	93536	93543	93550	
93532	93551	93552	93510	93591	93544
Service Planning Area 2					
91331	91402	91405	91303	91304	91324
91325	91342	91343	91605	91321	91351
91387	91335	91406	91306	91340	
Service Planning Area 3					
90032	90041	90042	90065	91101	91202
91008	91208	91731	91732	91733	91745
91767	91768	91766	91765	91702	91724
91744	91748	91734	91711	91750	91773
91722	91723	91790	91791	91792	
Service Planning Area 4					
90057	90006	90033	90031	90026	
Service Planning Area 5					
90019	90066	90291	90230	90405	90232
90402					
Service Planning Area 6					
90011	90016	90047	90002	90018	90037
90062	90222	90059	90262	90003	90001
90044	90008	90021			
Service Planning Area 7					
90022	90201	90255	90640	90660	90280
90670	90023	90040	90058	90063	90270
Service Planning Area 8					
90805	90813	90731	90744	90704	90250
90501					

** Indicates that a minimum of one Collection Site is required in the Service Planning Area zip-code group Saturday or Sunday.

Listing of Los Angeles County DCFS Regional Offices by SPA

Service Planning Area 1
Lancaster
Palmdale
Service Planning Area 2
Santa Clarita
San Fernando Valley
West San Fernando Valley
Service Planning Area 3
Pasadena
Covina
El Monte
Pomona
Glendora
Service Planning Area 4
Metro North
Service Planning Area 5
West LA
Service Planning Area 6
Vermont Corridor
Wateridge
Hawthorne
Compton-Carson
Service Planning Area 7
Belvedere
Santa Fe Springs
Service Planning Area 8
South County (Including Avalon)
Torrance

Listing of Collection Sites

Use additional sheets as necessary.
Monday – Friday

Updated: 10/28/2022

Collection Site #	Service Planning Area 1	
1	<p style="text-align: center;">(Circle Zip Code)</p> <p>Lancaster 93535 93534 93536 93532</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__</p>
2	<p style="text-align: center;">(Circle Zip Code)</p> <p>Palmdale 93543 93550 93551 93552 93510 93591 93544</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__</p>

Collection Site #	Service Planning Area 2	
3	<p style="text-align: center;">(Circle Zip Code)</p> <p>Santa Clarita 91342 91343 91321 91351 91387</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__ Days of Operation: MON__TUE__WED__THU__FRI__SAT__ Hours of Operation: MON-FRI__AM - __PM MON__TUE__WED__THU__FRI__SAT__</p>

4	<p style="text-align: center;">(Circle Zip Code)</p> <p>Van Nuys 91331 91402 91405 91605</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _</p>
5	<p style="text-align: center;">(Circle Zip Code)</p> <p>West San Fernando Valley 91303 91304 91324 91325 91335 91406 91306 91340 91367 91364 91356</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _</p>

Collection Site #	Service Planning Area 3	
6	<p style="text-align: center;">(Circle Zip Code)</p> <p>Pasadena 90032 91101 90042 90065 90041 91202 91008 91208</p> <p>Additional zip code previously approved by DCFS: 91001</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _</p>
7	<p style="text-align: center;">(Circle Zip Code)</p> <p>El Monte 91732 91733 91734 91745 91731</p>	<p>Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _PM MON _TUE _WED _THU _FRI _SAT _</p>

		Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI__AM - __PM MON_TUE_WED_THU_FRI_SAT_
8	Pomona (Circle Zip Code) 91766 91767 91765 91768 91711 91750 91773	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI__AM - __PM MON_TUE_WED_THU_FRI_SAT_ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI__AM - __PM MON_TUE_WED_THU_FRI_SAT_
9	Glendora (Circle Zip Code) 91702 91724 91748 91744 91722 91723 91790 91791 91792	Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI__AM - __PM MON_TUE_WED_THU_FRI_SAT_ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI__AM - __PM MON_TUE_WED_THU_FRI_SAT_

Collection Site #	Service Planning Area 4	
10	Metro North (Circle Zip Code) 90057 90006 90033 90031 90026	Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI__AM - __PM MON_TUE_WED_THU_FRI_SAT_ Name: _____

		Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
--	--	---

Collection Site #	Service Planning Area 5	
11	(Circle Zip Code) West Los Angeles 90019 90066 90291 90230 90405 90232 90402	Name: _____ Address: _____ _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 6	
12	(Circle Zip Code) Wateridge 90016 90011 90057 90047 Hours previously approved by DCFS	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
13	(Circle Zip Code) Hawthorne 90002 90018 90062 90037 90008	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _ Name: _____ Address: _____

		Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_
14	(Circle Zip Code) Compton-Carson 90222 90059 90262 90021	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_
15	Vermont Corridor 90003 90044 90001	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

Collection Site #	Service Planning Area 7	
16	(Circle Zip Code) Belvedere 90022 90201 90255 90640 90660 90023 90040 90058 90063 90270 90201 90255	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_
17	(Circle Zip Code) Santa Fe Springs 90280 90670 90701 90631	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

Collection Site #	Service Planning Area 8
-------------------	-------------------------

18	<p style="text-align: center;">(Circle Zip Code)</p> <p>South County 90805 90813 90731 90744 90802 90810</p>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _TUE _WED _THU _FRI _SAT _
19	Avalon, Catalina Island 90704	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _TUE _WED _THU _FRI _SAT _
20	<p style="text-align: center;">(Circle Zip Code)</p> <p>Torrance 90250 90501</p> <p>Additional Zip Code approved by DCFS: 90301; 90504</p>	Nam: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _TUE _WED _THU _FRI _SAT _ Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _TUE _WED _THU _FRI _SAT _

Saturday or Sunday Sites:

Collection Site #	Service Planning Area 1	
1	<p>93534 or 93535 or 93536 or 93550 or 93543 or 93532 or 93551 or 93552 or 93510 or 93591 or 93544</p> <p>(Circle One Zip Code)</p>	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _TUE _WED _THU _FRI _SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _TUE _WED _THU _FRI _SAT _ Name: _____ Address: _____ Contact: _____ Phone#: _____

		Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - _ PM MON _ TUE _ WED _ THU _ FRI _ SAT _
--	--	--

Collection Site #	Service Planning Area 2	
2	91342 or 91402 or 91405 or 91605 or 91343 or 91304 or 91303 or 91324 or 91325 or 91331 or 91321 or 91351 or 91387 or 91335 or 91406 or 91306 or 91340 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT ____ Hours of Operation: __ AM - __ PM SAT ____

Collection Site #	Service Planning Area 3	
3	90032 or 91101 or 90041 or 90042 or 90065 or 91732 or 91733 or 91745 or 91765 or 91766 or 91767 or 91768 or 91702 or 91724 or 91748 or 91744 or 91008 or 91208 or 91202 or 91731 or 91734 or 91711 or 91750 or 91773 or 91722 or 91723 or 91790 or 91791 or 91792 – Additional zip code previously authorized by DCFS: 91001 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: SAT ____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - __ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 4	
4	90057 or 90006 or 90033 or 90031 or 90026 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON _ TUE _ WED _ THU _ FRI _ SAT _ Hours of Operation: MON-FRI _ AM - __ PM MON _ TUE _ WED _ THU _ FRI _ SAT _

Collection Site #	Service Planning Area 5	
5	90019 or 90066 or 90291 or 90230 or 90405 or 90232 or 90402 (Circle One Zip Code)	Name: _____ Address: _____ _____ Contact: _____

		Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_
--	--	---

Collection Site #	Service Planning Area 6	
6	90016 or 90047 or 90002 or 90011 or 90059 or 90018 or 90037 or 90062 or 90222 or 90262 or 90001 or 90003 or 90044 or 90008 or 90021 (Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

Collection Site #	Service Planning Area 7	
7	90022 or 90201 or 90255 or 90640 or 90660 or 90280 or 90670 or 90023 or 90040 or 90058 or 90063 or 90270 Circle One Zip Code)	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

Collection Site #	Service Planning Area 8	
8	90805 or 90813 or 90731 or 90744 or 90250 or 90501 (Circle One Zip Code) Previously approved by DCFS: 90301	Name: _____ Address: _____ Contact: _____ Phone#: _____ Fax#: _____ Days of Operation: MON_TUE_WED_THU_FRI_SAT_ Hours of Operation: MON-FRI __AM - __PM MON_TUE_WED_THU_FRI_SAT_

SAMPLE OF VENDOR INVOICE

<p style="text-align: center;">Name of Lab Address of Lab Telephone Number</p> <p>DCFS Finance Division 00000 ATTN: Contract Accounting Date: MM/DD/YYYY 510 S Vermont ave 000000-00 Los Angeles, CA 90020</p>	<p>Account#</p> <p>Invoice</p> <p>Invoice #</p>
<p><u>Panel Code Description</u> 96000 = Alcohol 965053 = 5 DRUGS + ALC/MDMA (DCFS)</p>	

Last Name	First Name	Date of Birth	Case Number	Sample Tracking	Type and Reason for Test	Collection Date	Panel Code	Charge

LAW ENFORCEMENT PHONETIC ALPHABET- ENGLISH
List of English Letters and Words Quoted on IVR Message

A	ADAM		N	NORA
B	BOY		O	OCEAN
C	CHARLES		P	PAUL
D	DAVID		Q	QUEEN
E	EDWARD		R	ROBERT
F	FRANK		S	SAM
G	GEORGE		T	TOM
H	HENRY		U	UNION
I	IDA		V	VICTOR
J	JOHN		W	WILLIAM
K	KING		X	X-RAY
L	LINCOLN		Y	YOUNG
M	MARY		Z	ZEBRA

LAW ENFORCEMENT PHONETIC ALPHABET- SPANISH
List of Spanish Letters and Words Quoted on IVR Message

A	ARMADILLO		N	NINO
B	BIBLIOTECA		O	OJO
C	CARCAJADA		P	PAPA
D	DECIDIR		Q	QUESO
E	ELEFANTE		R	ROPA
F	FALSIFICAR		S	SONREIR
G	GIGANTE		T	TETERA
H	HECHIZO		U	UVA
I	INICIAR		V	VALENCIA
J	JULIO		W	WIFI
K	KARIN		X	XENAS
L	LABIAL		Y	YO-YO
M	MAMA		Z	ZARZAMORA

SAMPLE OF TURN AWAY FORM

Collection Site Number: _____ Date: _____

Collection Site Name: _____

Time Client Arrived: _____ Time Client Departed: _____

_____, _____
(Client Name) (Client Date of Birth)

Is here to provide a UDS for DCFS Testing but cannot for the following reason(s):

- Not on Collection Site List (Collection site should contact Phamatech first)
- No or inadequate identification (Collection site should contact Phamatech first)
- Enrollment Terminated/Expired (Client should contact their assigned CSW)
- Client is unable to provide a sample or insufficient volume – please indicate number of times tried:

- Client did not have proper mask or face covering for COVID-19
- Client displayed symptoms of COVID-19 illness
- Other: _____

If you have any questions, please contact your CSW (Social Worker).

(Collection Site Name) (Collection Site Signature)