



Board of Supervisors Family & Social Services Cluster Agenda Review Meeting

DATE: April 8, 2026

TIME: 1:30 PM

MEETING CHAIRS: Anthony Cespedes, 1st Supervisorial District

CEO MEETING FACILITATOR: Claudia Alarcon

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

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. **Consent Item(s)** (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):
-- No items --
- III. **Presentation//Discussion Items:**
 - a) **Department of Public Social Services:** Recommendation to Enter into Sole Source Contracts with Ten Community College Districts for the Community College California Work Opportunity.
 - b) **Department of Children and Family Services (DCFS):** Recommendation to Award a Contract to Provide Immigration Legal Assistance for Abused and Neglected Children.
 - c) **DCFS:** Request To Approve Sole Source Amendment to The Training And Staff Development And Master Of Social Work Internship Contract
- IV. **Public Comment**
- V. Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.
-- No items --

VI. Adjournment

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	4/8/2026	
BOARD MEETING DATE	5/5/2026	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Social Services (DPSS)	
SUBJECT	Community Colleges California Work Opportunity and Responsibility to Kids (CalWORKs) Program (CCCP)	
PROGRAM	<p>Under these contracts, the Community College Districts (CCDs) provide services to CalWORKs participants who are approved to have community college participation as part of their Welfare-to-Work (WtW) plan. The program is designed to ensure participants complete their educational program, comply with required WtW activities, and achieve self-sufficiency. The CCDs provide comprehensive intake interviews, testing for basic skills, referrals to counseling offices, and case management services. The CCDs also serve as advocates for the participants on issues related to childcare, transportation, ancillary payments, supportive services, and learning disabilities.</p> <p>The Department contracts with the following ten CCDs: 1) Antelope Valley, 2) Compton, 3) El Camino, 4) Glendale, 5) Long Beach, 6) Los Angeles, 7) Mount San Antonio, 8) Pasadena, 9) Rio Hondo, and 10) Santa Clarita.</p>	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: On 6/26/2002, the Board instructed DPSS to implement an appropriate mechanism to distribute supplemental funding to the CCDs to sustain the CalWORKs Program. These contracts supplement the funding allocated to the CCDs by the California Community Colleges Chancellor's Office.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable *Will be submitted via Levine Act Portal by the 3/18/2026 deadline.	
DEADLINES/ TIME CONSTRAINTS	The current contract expires on 6/30/2026. Services need to be in place by 7/1/2026.	
COST & FUNDING	Estimated Total Cost: \$9 million (three-years)	Funding source: CalWORKs Single Allocation

	<p>TERMS (if applicable): 7/1/2026 – 6/30/2029, with an option to extend the contract for two additional one-year periods through 6/30/2031.</p> <p>Explanation: The cost of the CCCP contracts is fully funded through CalWORKs Single Allocation. There is no additional Net County Cost after the CalWORKs Maintenance of Effort is met.</p>
<p>PURPOSE OF REQUEST</p>	<p>DPSS requests the Board’s approval of a new three-year contract with the option to extend for two additional one-year periods.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>DPSS has contracted with the CCDs for these services since 2002 when the Governor of California, with Legislative approval, proposed that the CCDs obtain funds in addition to the State’s allocation to supplement their CalWORKs Program. As a result, DPSS has contracted with the CCDs for these services for over 20 years.</p> <p>The funding received under these contracts supplements the funding from the California Community Colleges Chancellor’s Office and enables the CCDs to provide enhanced support to CalWORKs participants.</p> <p>The contracts were procured in accordance with the California Department of Social Services Manual of Policies and Procedures, Purchase of Service Regulation 23-650.1.14, which allows for procurement of a contract without formal advertising for any services to be rendered by any federal, State, or local government agency, public university, public college or other public education institution.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:</p> <p>North Star 1: Make Investments that Transform Lives, Focus Area Goal B – Employment and Sustainable Wages, via Strategy i: Remove Barriers, and Strategy ii: Job Preparation. The services provided through these contracts are essential to CalWORKs students’ academic, career, and employment success.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>James A. Blunt, Administrative Deputy III, (562) 908-8622, JamesBlunt@dpss.lacounty.gov</p> <p>Gabriela Herrera, Special Assistant/Board Liaison, (562) 908-8311, GabrielaHerrera@dpss.lacounty.gov</p>



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH · CITY OF INDUSTRY, CALIFORNIA 91746
 (562) 908-8400 · dpss.lacounty.gov



JACKIE CONTRERAS, Ph.D.
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 MICHAEL J. SYLVESTER II
 Chief Deputy Director, Administration
 KRISTIN STRANGER
 Chief Deputy Director, Operations

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 Third District
 JANICE HAHN
 Fourth District
 KATHRYN BARGER
 Fifth District

May 5, 2026

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

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO SOLE SOURCE CONTRACTS WITH
 TEN COMMUNITY COLLEGE DISTRICTS
 FOR THE COMMUNITY COLLEGE CALIFORNIA WORK OPPORTUNITY
 AND RESPONSIBILITY TO KIDS PROGRAM
 (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval to execute new three-year sole source contracts with ten Community College Districts (CCDs) for the provision of Community College California Work Opportunity and Responsibility to Kids (CalWORKs) Program services. The current contracts expire on June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or their designee, to prepare and execute contracts in substantially similar form as Enclosure I with the ten CCDs listed in Enclosure II from July 1, 2026 through June 30, 2029. The annual maximum contract amount for the contracts will be \$3 million, with a three-year maximum contract amount of \$9 million.
2. Delegate authority to the Director of DPSS, or their designee, to prepare and execute amendments to extend the contracts for up to two additional one-year periods. Should DPSS exercise the option to extend the contracts for two additional one-year periods, the estimated maximum contract amount of each extension year is \$3 million, with a five-year maximum contract amount of \$15 million. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or their designee, will notify the Board within ten business days after execution.

3. Delegate authority to the Director of DPSS, or their designee, to prepare and execute amendments to the contracts to reallocate funds across the ten CCDs during the three-year term of the contracts and their extension periods to ensure funds are allocated proportionally based on each CCDs share of CalWORKs participants. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or their designee, will notify the Board within ten business days after execution.
4. Delegate authority to the Director of DPSS, or their designee, to prepare and execute amendments to the contracts to decrease the current maximum contract amount due to unforeseen funding curtailments, with the option to increase the current maximum contract amount as appropriated by the State, during the three-year term of the contracts and their extension periods. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or their designee, will notify the Board within ten business days after execution.
5. Delegate authority to the Director of DPSS, or their designee, to prepare and execute amendments to the contracts for: 1) Instances which affect the scope of work, contract term, contract sum, payment terms, or any term or condition; 2) Additions and/or changes required by the Board, Chief Executive Office (CEO), or DPSS; 3) Changes to be in compliance with applicable federal, State, and County regulations; and 4) Increases or decreases of no more than ten percent of the current total contract maximum amount based on the contractor's performance, County needs, and/or funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or their designee, will notify the Board within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DPSS to continue contracting with the CCDs to provide services to CalWORKs participants who are approved to have community college participation as part of their Welfare-to-Work (WtW) plan. The program is designed to ensure participants complete their educational program, comply with required WtW activities, and achieve self-sufficiency.

The CCDs provide comprehensive intake interviews, testing for basic skills, referrals to counseling offices, and case management services. The CCDs also serve as advocates for the participants on issues related to childcare, transportation, ancillary payments, supportive services, and learning disabilities.

The funding provided by DPSS under these contracts supplements the funding from the California Community Colleges Chancellor's Office and enables the CCDs to provide enhanced support to CalWORKs participants.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support and are consistent with the Countywide Strategic Plan, North Star 1: Make Investments that Transform Lives, Focus Area Goal B – Employment and Sustainable Wages, via Strategy i: Remove Barriers, and Strategy ii: Job Preparation.

FISCAL IMPACT/FINANCING

The three-year maximum contract amount is \$9 million and is fully funded through CalWORKs Single Allocation. No additional Net County Cost is required after the CalWORKs Maintenance of Effort is met.

Funding for Fiscal Year 2026-27 is included in the Department's budget. Funding for future years will be included in the Department's annual budget requests.

The allocation of funds to the ten CCDs listed in Enclosure II is based on the percentage of CalWORKs participants attending each CCD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPSS has contracted with the CCDs for these services since 2002 when the Governor of California, with Legislative approval, proposed that the CCDs obtain funds in addition to the State's allocation to supplement their CalWORKs Program. On June 26, 2002, as a result of the State's directive, the Board instructed DPSS to implement an appropriate mechanism to provide supplemental funds to the CCDs to sustain their program.

Cerritos College, Citrus College, and Santa Monica College are three additional CCDs in Los Angeles County; however, they do not contract with DPSS for these services. DPSS contacted these colleges to solicit their interest in participating in the upcoming contract. Citrus College declined to participate, and the remaining two colleges did not respond.

The proposed new contract changes the contract name from "Out-of-Classroom Coordination Services" to "Community College CalWORKs Program." The revised contract name provides greater public transparency by clearly indicating that this service supports CalWORKs participants enrolled in community colleges.

The contracts provide for termination by the County effective 30 business days after advanced written notice, should termination be in the County's best interest, and contains a provision which limits the County's obligation if funding is not appropriated or limited by the Board.

The award of these contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with all applicable federal, State, and County policies and regulations.

The Honorable Board of Supervisors

May 5, 2026

Page 4
The CCDs is in compliance with all Board, CEO, and County Counsel requirements. County Counsel has reviewed this Board letter and has approved the contracts as to form.

CONTRACTING PROCESS

The recommended contracts were procured in accordance with the California Department of Social Services Manual of Policies and Procedures, Purchase of Service Regulation 23-650.1.14, which allows for procurement of a contract without formal advertising for any services to be rendered by any federal, State, or local government agency, public university, public college or other public education institution.

In accordance with Board Policy 5.100, Sole Source Contracts and Amendments, the Department notified the Board on September 16, 2025, of its intent to negotiate sole source contracts with the ten CCDs and the Sole Source Checklist (Enclosure III) has been completed.

The contracts also contain a mutual indemnification provision that was reviewed and approved by the CEO Risk Management.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will enable the Department to continue assisting eligible participants with completing their educational program and meeting their WtW requirements.

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

CONCLUSION

Upon Board approval, the Executive Office of the Board is requested to return one stamped Adopted Board letter to the Director of DPSS.

Respectfully submitted,

Jackie Contreras, Ph.D.
Director

JC:pd

Enclosures

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

SOLE SOURCE CHECKLIST

Department Name: Public Social Services

- 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.
<input type="checkbox"/>	➤ 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>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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.

Michael J. Martinez Digitally signed by Michael J. Martinez
Date: 2026.04.02 11:13:55 -07'00'

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	4/8/2026	
BOARD MEETING DATE	5/5/2026	
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	Award Contract for 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The new contract period will start effective May 5, 2026.	
COST & FUNDING	Total cost: \$500,000	Funding source: 2011 State Realignment Funds
	TERMS (if applicable): Current term: The contract will be effective May 5, 2026 through May 4, 2027, with a total Maximum Contract Amount of \$500,000. In addition, there are four one-year extension options with a total Maximum Contract Sum of \$2,500,000.	
	Explanation: The contract term will be effective May 5, 2026, through May 4, 2027.	
	The request for the establishment of this contract will enable DCFS to continue providing immigration legal services to eligible immigrant children in its care. Over the past five years, the unit has received an average of 185 referrals annually for children requiring immigration relief. Many of these referrals are highly complex and require expanded legal representation by assigned counsel. Such services include, but are not limited to, removal defense, U visas, T visas, VAWA petitions, and asylum evaluations and applications. This contract will ensure ongoing support for this population while addressing the increased caseload and service demands.	
PURPOSE OF REQUEST	Request Board's approval to award and execute a contract with Community Legal Aid SoCal to provide Immigration Legal Assistance to 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 services for DCFS children.</p> <p>The current contract will expire on March 14, 2026.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The U.S. Department of Health and Human Services, through its Children's Bureau, has taken steps to address immigration issues affecting children and families. Many of these children, who were brought to the United States by families fleeing violence and	

	<p>persecution in their home countries, later become involved in the child welfare system after experiencing abuse or neglect by their parents or primary caregivers.</p> <p>As a result, when reunification with their families or safe return to their home countries is not possible, these children require immigration relief to support their long-term stability in the United States. Securing such relief promotes their overall well-being and expands access to opportunities, resources, and equitable outcomes.</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 gain access to a range of opportunities, including postsecondary education, financial assistance, lawful employment, and the ability to live without the constant 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>



BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

LISA E. MANDEL
Acting Chief Deputy Director

County of Los Angeles

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

Board of Supervisors

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Fourth District

KATHRYN BARGER

Fifth District

May 5, 2026

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

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO PROVIDE 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 award and execute a contract with Community Legal Aid SoCal to provide Immigration Legal Assistance to Abused and Neglected Children.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute a contract, substantially similar to Attachment A, with Community Legal Aid SoCal to provide Immigration Legal Assistance to Abused and Neglected Children. The term of the contract will be effective May 5, 2026 through May 4, 2027, with four (4) one-year extension options. The maximum annual contract amount for the initial contract term is \$500,000, financed using 100 percent State funds. If all optional extensions are exercised, the maximum contract sum is \$2,500,000, financed using 100 percent State funds.

"To Enrich Lives Through Effective and Caring Service"

2. Delegate authority to the Director of DCFS, or designee, to exercise each of the four (4) options to extend by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS, or designee, notifies the Board and the Chief Executive Office (CEO), in writing, within ten (10) business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to execute amendments to make changes to the contract terms and conditions to meet program needs and to increase or decrease the maximum annual contract amount not to exceed ten (10) percent, when necessary, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten (10) business days after execution.
4. Delegate authority to the Director of DCFS, or designee, to execute an amendment to the contract to allow DCFS to reimburse the contractor for filing fees and medical exams that are required by DCFS children receiving immigration legal services under this contract, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten (10) business days after execution.
5. Delegate authority to the Director of DCFS, or designee, to execute amendments for a contractor assignment and delegation of an agreement resulting from acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes, provided that: a) County Counsel approval is obtained; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten (10) business days after execution.
6. Delegate authority to the Director of DCFS, or designee, to terminate the contracts for contractor default or for convenience of the County, provided that: a) County Counsel approval is obtained prior to termination of the contract; and b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten (10) business days of such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In Los Angeles County, many children involved in the child welfare system require legal services related to their immigration status. These children, often brought to the United States by families fleeing violence and oppression in their home countries, have entered the child welfare system after experiencing abuse, abandonment, and/or neglect by their parents or primary caregivers. For various reasons, they may be unable to reunify with their parent(s) or safely return to their countries of origin. In such cases, immigration relief

is necessary to ensure their continued well-being and permanency in the United States. This form of relief is known as Special Immigrant Juvenile Status (SIJS).

The DCFS Special Immigrant Status (SIS) Unit was established in 1991 to assist eligible children in obtaining necessary immigration services. Historically, the SIS Unit filed SIJS applications on behalf of qualifying DCFS children. However, due to changes in federal immigration policies and enforcement practices, immigrant children under DCFS jurisdiction now require more intensive and specialized legal representation to ensure their rights and interests remain protected.

For the past seven years, approximately 400 qualifying DCFS children have received immigration legal assistance services. The SIS Unit receives approximately 180 to 220 referrals annually for children in need of such assistance.

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 Annual Contract Amount for the initial contract term effective May 5, 2026 through May 4, 2027, is \$500,000, financed using 100 percent State funds. There are four (4) one-year optional extensions and if all optional extensions are exercised, the Total Maximum Budget is \$2,500,000, financed using 100 percent State funds. Funding is included in the Department's Fiscal Year (FY) 2025-26 Final Adopted Budget and will be included in subsequent FY budget requests.

The Maximum Annual Contract Amount may increase if the contract is amended to pay the contractor for filing fees and medical exams for DCFS children receiving legal services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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 services for DCFS children. On March 15, 2019, DCFS executed a contract with a legal services provider to provide Immigration Legal Assistance Services. In order to continue to address the needs of DCFS-supervised children, DCFS released a solicitation to identify a qualified agency to provide these services. The replacements contracts are anticipated to be in place by May 5, 2026.

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

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

CONTRACTING PROCESS

On May 22, 2025, DCFS released the Request for Proposals (RFP) to provide Immigration Legal Assistance for Abused and Neglected Children. The RFP was advertised in eight (8) community newspapers and posted on the Internal Services Department and DCFS websites. Email notifications were also sent to vendors registered on the County's WebVen, in addition to DCFS contracted providers. On June 17, 2025, the Mandatory Proposers' Conference was held and nine (9) agencies attended. On July 23, 2025, three (3) proposals were received from: Community Legal Aid SoCal, Bet Tzedek and Peer to Peer Empowerment Group. On July 24, 2025, the Responsiveness Review was completed, and one proposer was found to be non-responsive. On October 1, 2025, the evaluation of the Proposals was completed and the highest ranking agency was identified. On October 23, 2025, a tentative selection letter was sent to Community Legal Aid SoCal and a non-selection letter was sent to Bet Tzedek. On October 24, 2025, Bet Tzedek requested a debriefing, which was scheduled on November 6, 2025. Bet Tzedek did not submit a Proposed Contractor Selection Review.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

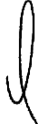
Approval of the current recommendations will allow the Department to continue providing immigration legal assistance and provide support to the children of Los Angeles County without creating a delay in the legal procedures required by the immigration court.

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 the Board letter and attachments to the Department of Children and Family Services.

The Honorable Board of Supervisors
May 5, 2026
Page 5

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:LM:RT:KR
LTI:CP:MP:sy

Attachments

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COMMUNITY LEGAL AID SOCAL

FOR

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

CONTRACT NUMBER 24-04-045

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Sheet
 - B-1** Sample Invoice
- C** Line-Item Budget and Budget Narrative
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- H** Information Security and Privacy Requirements
- I** Auditor-Controller Contract Accounting and Administration Handbook

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
COMMUNITY LEGAL AID SOCAL
FOR
IMMIGRATION LEGAL ASSISTANCE
FOR ABUSED AND NEGLECTED CHILDREN**

This Contract ("Contract") made and entered into this ___ day of _____, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and Community Legal Aid SoCal, hereinafter referred to as "Contractor". Contractor is located at 12501 Imperial Highway, Suite 250, Norwalk, CA 90650.

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 537703, County is permitted to contract for services; and

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501(c)(3) of the Internal Revenue Code, and provides Immigration Legal Assistance for Abused and Neglected Children; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Sheet
- Exhibit C Line-Item Budget and Budget Narrative
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

- Exhibit H Information Security and Privacy Requirements
- Exhibit I Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit J Contribution and Agent Declaration Form

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 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 Contractor's Project Director:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Program Manager:** Person designated by the County to manage the operations under this Contract.
- 2.1.7 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/>.
- 2.1.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 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.
- 2.1.10 Director:** Director of Department of Children and Family Services or his or her authorized designee.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 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.
- 2.1.13 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.14 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on May 5, 2026, through May 4, 2027, after execution by the Director of DCFS or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year extensions, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Board or Director or their designee as authorized by the Board.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D, County's Administration.
- 4.5 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.

5.0 CONTRACT AMOUNT

5.1 Total Contract Amount

- 5.1.1 The parties agree that this is a firm-fixed price contract with a Maximum Annual Contract Amount of \$500,000, payable by County to Contractor for Immigration Legal Assistance for Abused and Neglected Children under this Contract. Contractor will provide services at the rates identified in Exhibit B, Pricing Sheet.
- 5.1.2 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget and Budget Narrative, herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Amount, 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.
- 5.1.3 Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses 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.

5.1.4 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.

5.1.5 Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of \$100,000 that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Amount

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

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

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

5.5 Invoices and Payments

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and Attachments and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B, Pricing Sheet. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.3** The Contractor must submit the monthly invoices and required supporting documentation under this Contract to the DCFS County Program Manager for review and approval. The Contractor must also submit an electronic copy via email to DCFS Accounting Services.
- The electronic invoice must be emailed by a representative of the Contractor, whose email address has been approved by the Program Manager.
 - Invoices received from an email address not approved by the Program Manger will not be accepted.
 - Emails containing invoices must come from a contractor specific domain and not from a generic third-party platform (e.g. Gmail, Hotmail, etc.).
 - Invoices and supporting documentation should be submitted to:

County of Los Angeles
Department of Children and Family Services
Attention: Sonia Contreras, County Program Manager
900 Corporate Center Drive, 4th Floor
Monterey Park, CA 91754
Phone Number: (562) 497-3335
Email address: contrs@dcfs.lacounty.gov

And a duplicate copy to:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, Contract Accounting Unit
510 South Vermont Avenue, 14th Floor

5.5.4 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager (CPM) 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 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 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 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line-item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the CPM.

5.5.7 Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 15 days of the last day of the month in which the service was rendered. 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 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

5.5.8 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

- 5.5.9** 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 CPM, 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. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier. In the event of errors and discrepancies, DCFS shall require a Corrective Action Plan in order to mitigate further errors in invoicing.
- 5.5.10** Contractor shall not be paid for expenditures beyond the Maximum Contract Sum, and the Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Contract Sum.
- 5.5.11** Suspension and withholding of payment. In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's report, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.12** The CPM shall provide the Contractor with a final written report listing any deductions to be eliminated from the invoice, including specific services not rendered, the date of service, the amount of the deduction and the reason for the deduction.
- 5.5.13** County Approval of Invoices. All invoices submitted by the Contractor for payment must have written approval of the CPM prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.14** The CPM (or designee) shall review the Contractor's invoice within thirty (30) days of receipt of the invoice and notify the Contractor of any discrepancies noted on the invoice in writing. The Contractor shall be provided seven (7) business days to provide any additional documentation to address the discrepancies.
- 5.5.15** Use of Donated Funds. Contractor shall not commingle funds paid by County to the Contractor for the purchase of goods or provisions of services performed pursuant to this Contract with any other funds, regardless of the source of those other funds. If Contractor uses any donated funds to pay for any expenses related to the purchase of goods or services performed pursuant to this Contract, then the Contractor shall maintain accounting records that clearly identify the specific item, or

items, service, or services, on which the donated funds were expended. The Contractor shall also maintain accounting records that clearly identify that donated funds were expended. Furthermore, Contractor's accounting records shall conform to the accounting requirements of this Contract, which include, but are not necessarily limited to, the cost reporting requirements of the Office of Management and Budget (OMB) Super Circular, and the Exhibit J, Auditor Controller Contract Accounting and Administration Handbook.

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

- 5.6.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Program Manager

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

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

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

6.3 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Director

7.2.1 The Contractor's Project Director is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change to Exhibit E, Contractor's Administration, as changes occur.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

term of the Contract. County will not provide to Contractor or to Contractor's staff with any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** These terms will also apply to subcontractors of County contractors.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1, Contractor Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of DCFS or their designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and the Director of DCFS or their designee.
- 8.1.3** The Director, or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and the Director of DCFS or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

8.5.1.1 Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

8.5.1.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

8.5.1.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

8.5.1.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

8.5.1.5 The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.1.6 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.

8.5.1.7 Copies of all written responses must 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 must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

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

8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the

Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, 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](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

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

Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on no 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 consistently with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance")

also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles
Immigration Legal Assistance Contract Administrator
Department of Children and Family Services
Contracts Administration Division, Section Four

Contractorinsurance@dcfs.lacounty.gov

8.24.2.6 Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County

property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

8.25.4 Unique Insurance Coverage

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

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 must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other

liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A, Statement of Work and Attachments hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race,

color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

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

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor

Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

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

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

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

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

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

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

County of Los Angeles
Department of Children and Family Services
Contract Section
1933 S. Broadway 5th Fl. Los Angeles, CA 90007
Attention: Jeffery Hanna, County Program Manager

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

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

8.42 Termination for Convenience

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

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

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

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's 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 will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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

negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 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 \$500 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

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

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

9.2 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.3 Conduct of Program

Contractor will abide by all terms and conditions imposed and required by this Contract and will 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, will be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

9.4 Contract Accounting and Financial Reporting

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

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

9.5 Use of Funds

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

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

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

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

9.6 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.

9.7 Child Abuse Prevention Reporting

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

9.7.2 Contractor will 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 will include:

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

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

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

9.8 Contractor's Mandatory Orientation

9.11.1 Contractor will attend a mandatory orientation that will be provided by County within 30 days of the Contract Start Date

9.9 Contract Negotiations

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

9.10 Employee Benefits and Taxes

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

9.13.2 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.

9.11 Former Foster Youth Consideration

9.11.1 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 Section 8.11) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Child Protection Hotline Division
1933 S. Broadway 5th Fl. Los Angeles, CA 90007
FAX: (213) 742-7072

9.11.2 The notice sent by Contractor must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

9.11.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

9.12 Funding Adjustments and Reallocations

9.12.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Annual Contract Budget as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Annual Contract Budget as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent of the applicable Maximum Annual Contract Budget, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent of the applicable Maximum Annual Contract Budget, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

9.15.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

9.15.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Annual Contract Budget for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent of the applicable Maximum Annual Contract Budget. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the

aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Annual Contract Budget shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

9.13 Hours of Operation

- 9.13.1** The Contractor shall be available to children and youth from 9:00 a.m. to 5:00 p.m. every Monday through Friday (five (5) days a week), excluding County holidays.
- 9.13.2** Contractor shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 9.13.3** Contractor shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

9.14 Office Location

- 9.14.1** Contractors shall have an administrative office headquartered in Los Angeles County. The office shall be staffed during the hours of 9:00 a.m. and 5:00 p.m., PST, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract.
- 9.14.2** Within thirty (30) days of Contract start date, Contractors shall have their required office location in place.

9.15 Shred Documents

- 9.15.1** Contractor shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code Section 10850), relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.
- 9.18.2** 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.

10.0 SURVIVAL

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

- Paragraph 1.0 Applicable Documents
- Paragraph 2.0 Definitions
- Paragraph 3.0 Work
- Paragraph 5.4 No Payment for Services Provided Following Expiration-Termination of Contract

Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, Contractor has executed this Contract or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

By: _____ Date: _____

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

Name: _____

Title _____

Date: _____

Tax Identification Number

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

By: _____ Date: _____

David Beaudet, Senior Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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

STATEMENT OF WORK



**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN

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SECTION A

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 the 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. 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 Goal: 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. 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.

One of the County's key initiatives and primary goals is providing immigration support services to our vulnerable families.

SECTION B – PROJECT FOUNDATION

2.0 BACKGROUND/OVERVIEW

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 largest child welfare systems in the nation. An increasing number of clients under DCFS' jurisdiction have a need for immigration legal support. These families often come to the United States fleeing violence and oppression in their home countries. Upon arrival in the United States, they find themselves involved in the child welfare system after sustaining abuse or neglect at the hands of their parents or primary caregivers. As a result, these children and youth are often unable to reunite with their parent(s) or safely return to their home countries. Thus, access to immigration legal support is essential to safeguard their well-being in the United States.

DCFS' clients are appointed counsel in the dependency court; however, most court

appointed counsel do not practice immigration law. As such, when children and youth need assistance beyond the scope of the dependency court, DCFS works to ensure their rights are protected. DCFS partners with legal aid organizations to ensure that rights, responsibilities, and procedures related to immigration needs and the interests of DCFS children and youth are addressed. Due to the changes in immigration practices and regulations at the federal level, immigrant children and youth under DCFS jurisdiction now require a state certified attorney specialized in immigration law 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 youth.

This contract enables DCFS through the Special Immigrant Juvenile Status (SIJS) to continue the partnership with a legal organization to allow for continued success in establishing Permanent Legal Residence for DCFS children and youth. DCFS continues to uphold child safety, permanency, and enable access to effective and supportive services.

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** – A form of protection granted to individuals in the United States who have suffered persecution due to their race, religion, nationality, membership in a particular social group or political opinion.
- 3.2 **Children’s Social Worker (CSW)** – Performs a variety of social casework or related services in connection with child protective program or adoption services.
- 3.3 **Client** – DCFS children, youth, or young people in need of immigration assistance.
- 3.4 **Contract Discrepancy Report (CDR)** – A report prepared by the County’s Program Manager to inform Contractor of non-compliance.
- 3.5 **Contractor’s Project Director (CPD)** – The Contractor’s employee who is responsible for overseeing the work to be performed by the Contractor as defined in the Contract.
- 3.6 **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.
- 3.7 **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.

- 3.8 County Program Monitor** - The County representative responsible for the daily monitoring of Contract operations, activities and, compliance with requirements of the Contract, and delivery of Services.
- 3.9 Deferred Action for Childhood Arrivals (DACA)** - A U.S. immigration policy that allows certain individuals who were brought to the United States as children and who meet several guidelines to receive a renewable two-year period of deferred action from deportation and to be eligible for an employment authorization document (work permit).
- 3.10 Quality Improvement 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.
- 3.11 Removal Proceedings** - The legal processes by which the U.S. government seeks to expel a non-citizen from the United States. Sometimes referred to as deportation.
- 3.12 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.
- 3.13 Special Immigrant Juvenile Status (SIJS)** – A classification that allows certain non-citizen children who have been abused, neglected, or abandoned by one or both parents to obtain lawful permanent residency (a Green Card) in the United States.
- 3.14 Special Immigrant Status (SIS) Unit** – The DCFS unit that provides countywide immigration services to DCFS clients that are undocumented immigrants from any country who meet the criteria for Special Immigrant Juvenile Status according to the federal law.
- 3.15 Supervising Children’s Social Worker (SCSW)** – Supervises a staff of CSWs providing casework services to children who are under the supervision of DCFS.
- 3.16 T-Visas** – A type of non-immigrant status available to victims of human trafficking that allows eligible individuals to remain in the United States for up to four years if they have been subjected to a severe form of human trafficking and have complied with any reasonable requests for assistance in the investigation or prosecution of human trafficking cases.
- 3.17 U-Visas** – A type of non-immigrant status available to victims of certain crimes who have suffered mental or physical abuse and are helpful to law

enforcement or government officials in the investigation or prosecution of criminal activity.

3.18 United States Citizenship and Immigration Services (USCIS) – A federal agency under the Department of Homeland Security (DHS) responsible for overseeing lawful immigration to the United States.

3.19 Violence Against Women Act (VAWA) - Federal law established in 1994 that allows aliens who have been abused by their U.S. Citizen or lawful permanent resident relative the ability to petition for themselves (self-petition) for immigrant classification without the abuser's knowledge, consent, or participation in the immigration process. This allows victims to seek both safety and independence from their abusers.

4.0 TARGET POPULATION

The target population includes children and youth under DCFS supervision who require immigration supportive assistance.

5.0 COUNTY RESPONSIBILITIES

5.1 The County will provide a CPM to coordinate the delivery of the services of this Contract with the 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 guidance to the Contractor in areas related to DCFS policy, information, and procedural requirements.

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

5.5 The Contractor must 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 must 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 RESPONSIBILITIES

- 6.1** Contractor must designate a CPD responsible for the daily management of Contract operation and overseeing the work performed by Contractor.
- 6.2** CPD must be a full-time staff member dedicated to this Contract and must be responsible to act on behalf of the Contractor on all matters related to the daily operations of Contract.
- 6.3** CPD, or alternate, must be readily available between the hours of 8:00 a.m. and 5:00 p.m. PST, Monday through Friday, and will respond on an as-needed basis on weekends and holidays.
- 6.4** CPD must provide a response to the CPM's inquiries no later than the following business day, except on observed County holidays.
- 6.5** CPD must provide CPM or designee quarterly and annual reports and any supporting documents requested by CPM, as specified in Section 9.0, Scope of Work.
- 6.6** CPD must not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.
- 6.7** The County shall have the right to review and approve the CPD.
- 6.8** CPD must be responsible for, but not limited to, accessing and directing services to DCFS youth in need of immigration legal assistance.
- 6.9** For all new cases requiring the completion of a predicate order, the Contractor must provide legal representation to DCFS supervised youth in need of Immigration legal assistance, when necessary and appropriate, including, but not limited to, Special Immigrant Juvenile Status, within thirty (30) days or sooner if the circumstances of the case require it.
- 6.10** In addition to all reports described in Section 9.0, the Contractor must submit a written report to the CPM and, if necessary, to the child's attorney at CLCC within one business day of all special incidents that require immediate attention or action.
- 6.11** Contractor must keep records of 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:

- Completed JV 356/367 forms;
- Completed Requests for Further Evidence;
- Completed Declarations;

- Completed Notices of Intent to Deny;
- Court filing documents, such as applications, petitions, motions and other legal documents filed on behalf of DCFS youth in need of immigration legal assistance, to include but not limited to, Special Immigrant Juvenile Status, in state court, immigration court, with USCIS, or other appropriate venues;
- Receipt notices for applications submitted to USCIS; and
- Final orders or decisions.

7.0 CONTRACTOR STAFF QUALIFICATIONS

Contractor's personnel must be qualified in immigration legal assistance and possess the necessary background, experience, and expertise to deliver the required services effectively.

- 7.1** The CPD must be responsible for, including but not limited to: assessing for and providing direct services to DCFS clients in need of immigration legal assistance.
- 7.2** Staff providing services under this contract must have the following:
- 7.2.1** At least five (5) years of experience handling asylum, DACA, Removal Proceedings; SIJS cases, T-Visa, U-Visa, VAWA, and has represented at least 25 individuals in these matters;
 - 7.2.2** Ability to speak to the clients in their primary language, or must obtain a qualified translator to ensure clear and accurate communication throughout the legal process;
 - 7.2.3** Experience in representing individuals in removal proceedings and asylum applications;
 - 7.2.4** Experience in conducting trainings on asylum, DACA, Removal Proceedings, SIJS cases, T-Visa, U-Visa, VAWA to practitioners who are non-Contractor staff;
 - 7.2.5** 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;
 - 7.2.6** Pro bono attorneys that are not assigned to Immigration Legal Assistance cases on their own. Pro bono attorneys may assist on Legal Assistance cases so long as the pro bono attorney is under the supervision of Contractor staff. If Pro bono attorneys are being utilized, the Contractor must obtain prior approval from the County Program Manager;

7.2.7 Accreditation 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;

7.2.8 Ability to provide legal services for new DCFS clients in need of immigration legal assistance 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

7.2.9 Ability to provide legal services for DCFS children in all stages of the immigration legal assistance process.

SECTION C – SERVICE DESCRIPTION

8.0 DAYS AND HOURS OF OPERATION

8.1 Contractor must be available during business hours, 9:00 A.M. to 5:00 P.M. PST, Monday through Friday and will respond on an as-needed basis on weekends and holidays.

8.2 Contractor is not required to work on the following County holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Presidents Day (Third Monday in February)
- Cesar Chavez Day (Last Monday of March)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Indigenous People's Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday after Thanksgiving)
- Christmas Day (December 25)

9.0 SCOPE OF WORK

The Contractor must provide immigration legal assistance to DCFS clients, consistent with the Statement of Work (SOW) and the terms and conditions of the Contract. The services to be provided must include:

9.1 Legal Services Provided by Contractor

DCFS will submit a referral or an appointment order to the Contractor 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 clients. Contractor agrees to provide confirmation of receipt of referral within three (3) business days and agrees to make contact with client within ten (10) business days.

9.1.1 Contractor must coordinate with DCFS, CLCC, the Dependency Court, local agencies, and community-based organizations to facilitate Contractor's access to eligible DCFS clients in need of immigration legal assistance pursuant to this Contract.

9.1.2 Contractor must conduct a preliminary assessment, prior to the signing of an agreement for legal representation for any DCFS client referred for immigration legal assistance; to determine if the Contractor can accept the client for any immigration status proceedings that may be available to the client.

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

9.1.3.1 Contractor must provide legal services to DCFS youth with intersecting identities and compounded marginalization and affirm their right to non-discriminatory, identity-affirming services.

9.1.4 Contractor staff having direct contact with clients including attorneys and paralegals must participate in implicit bias, cultural humility, racial equity, and trauma-informed care training and provide a record of completion.

9.1.5 Contractor must provide pro bono legal assistance to DCFS youth, when necessary.

9.1.6 Contractor must 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.

9.1.7 Contractor must provide competent legal services to DCFS clients at all stages of the immigration legal assistance process that include, and are not limited to:

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

9.1.7.2 Prepare and attend interviews, depositions, mediations, arbitrations, settlement conferences and/or, administrative or judicial hearings as necessary and appropriate; and

9.1.7.3 Prepare and file appropriate applications, documents, motions, and briefs.

9.2 Length of Legal Services Provided by Contractor

9.2.1 Contractor must, except as specified in this section, provide all necessary and appropriate immigration legal assistance to qualifying DCFS clients in need of Immigration Relief and may continue representation even if such representation exceeds the duration of this contract. Contractor agrees to continue the representation until the DCFS client has been awarded legal status, has exhausted all of his/her opportunities for appeal, or the Contractor has otherwise satisfied the requirements to provide immigration legal assistance as determined by the dependency court. In the event that the DCFS client in need of Immigration Relief is not satisfied with any or all decisions, representation must continue until the court or the client 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 within the timeframe of this Contract. 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.

9.2.2 The Contractor may terminate legal assistance with a DCFS client in need of Immigration Relief, pursuant to this Contract and in accordance with the requirements of SOW, Section 9.3, in the event Contractor subsequently discovers, after conducting a preliminary assessment in accordance with SOW, Section 9.1.2, and the signing of an agreement for legal representation with a DCFS client, that the DCFS client 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 client or represent the DCFS client in the applicable immigration proceedings.

9.2.3 In the event that the Contractor agrees to provide legal assistance to a DCFS client in need of Immigration Relief that was previously represented and provided legal services by another organization, the Contractor must provide legal services in accordance with SOW, Sections 9.1 and 9.2.1.

9.3 Termination of Legal Representation of a DCFS Child in need of

Immigration Relief

- 9.3.1** The Contractor may terminate legal assistance with the DCFS client, pursuant to this Contract and in accordance with the requirements of SOW, Section 9.3, in the event Contractor subsequently discovers, after conducting a preliminary assessment in accordance with SOW, Section 9.1.2, and the signing of an agreement for legal representation with a DCFS client, that the DCFS client 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 client or represent the DCFS client in the applicable immigration proceedings.
- 9.3.1.1** The Contractor must make efforts to seek other avenues of support and make best efforts to link the DCFS client with appropriate, legal services prior to termination.
- 9.3.2** The Contractor may terminate legal assistance with a DCFS client aged 18 and over by filing a request to be relieved from representing the DCFS client in the dependency court and having granted a termination letter with no less than thirty (30) days' notice if the DCFS client repeatedly fails to appear for appointments or communicate with the Contractor. The Contractor must make every effort to contact or find the DCFS client at all available phone numbers, addresses, and contacts, and contacting the CLCC attorney assigned to represent the DCFS client. The Contractor must document its efforts in writing in the applicable file of the DCFS client before the Contractor sends the thirty (30) days' notice of termination of legal assistance due to a lack of contact.
- 9.3.3** The DCFS client may terminate legal services with the Contractor at any time, and the Contractor must immediately and formally withdraw from its representation, in accordance with SOW, Section 9.3, as long as withdrawal does not prejudice the DCFS client's legal case in any way.
- 9.3.4** In the event Contractor or the DCFS client determines that legal services need to be terminated pursuant to SOW, Sections 9.3.1, 9.3.2, or 9.3.3, Contractor must, within five (5) days after the termination of the legal representation of the DCFS child, provide the following to the CPM:
- 9.3.4.1** Written notification;
- 9.3.4.2** The DCFS client's alien number issued by the U.S. Department of Homeland Security;

- 9.3.4.3** A justification of the basis for Contractor's inability to continue to provide legal assistance pursuant to this Contract;
- 9.3.4.4** 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
- 9.3.4.5** Certification that Contractor must provide proper notification to the applicable administrative and/or judicial tribunal that the Contractor shall no longer be representing the DCFS client in need of Immigration Relief.

10.0 REPORTS

Quarterly and Annual Reports

- 10.1** Contractor must develop and submit quarterly reports to DCFS, indicating the clients' names, current active case count, case status, services provided, such as preparing and filing of appropriate documents, motions, briefs, and any additional information requested by the CPM. The first quarter shall begin on the first month of contract execution, whether partial or whole, and shall include two subsequent months
- 10.2** A quarterly report must be submitted to the CPM within 15 business days from the end of each quarter.
- 10.3** Contractor must provide the CPM with an electronic annual report within 30 days of the end of the contract year in a format approved by the CPM. The report must include successes, areas for improvement, and outcome of trainings, consultations and any additional information requested by the CPM.
- 10.4** Contractor must include in the reports copies of any Corrective Action Plans (CAP) issued during the previous month and notes on any changes to the Contractor's internal processes, policies and procedures required by DCFS to comply with any CAPs.
- 10.5** Contractor must provide updates to County Program Manager and County Program Monitor on individual cases as requested.

11.0 CONTRACTOR'S QUALITY ASSURANCE PLAN AND MONITORING

The Contractor must establish and maintain a Quality Assurance Plan (QAP) approved by the CPM to ensure 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 must include, but not be limited to, the following:

- 11.1** Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the SOW. Contractor must include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 11.2** Methods for ensuring uninterrupted service to the County in the event of a strike by Contractor's employees or any other potential disruption in service.
- 11.3** The Contractor must not utilize any employee or subcontractor whose work has been deemed deficient and/or unacceptable by the CPM.
- 11.4** The Contractor must 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.
- 11.5** The QAP must include, but is not limited to, manuals that contain data for all training components defined herein.
- 11.6** The plan must 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.

12.0 COUNTY'S QUALITY ASSURANCE MONITORING

The County or its agent must 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.

- 12.1** The CPM or designee will monitor Contractor performance under this Contract using the CPM approved QAP specified in this SOW.
- 12.2** Contractor must work with CPM to quickly resolve any issues that emerge

regarding Contractor's performance.

12.3 Contractor must meet monthly and as needed with CPMs to discuss QAP.

12.4 Contractor must: 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.

12.5 Contract Discrepancy Report

Verbal notification of a Contract discrepancy must be made to the Contractor's Project 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, Exhibit A-2 will be issued. 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.

13.0 GREEN INITIATIVES

13.1 The Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

13.2 The Contractor must notify CPM of the Contractor's proposed green initiative outline in their proposal and any new green initiatives prior to the Contract commencement.

14.0 PERFORMANCE REQUIREMENT SUMMARY

A Performance Requirements Summary (PRS) Chart (Exhibit A-1) listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract, SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

	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 clients in need of Immigration Relief, to include, but not limited to, Special Immigrant Juvenile Status, within 30 days or sooner if necessary, depending on the facts of the case (SOW, Section 6.9).	Standard: 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the CPM with an explanation of the problem and the plan of correction.
2.	Contractor must 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 client's attorney at CLCC (SOW, Section 6.10).	Standard: 100 % compliance	Written notification	Contractor to provide a corrective action plan to the CPM with an explanation of the problem and the plan of correction.
3.	Contractor must contact and coordinate with DCFS, CLCC, the Dependency Court, local agencies, and community-based organizations to facilitate Contractor's access to eligible DCFS clients in need of immigration relief to offer them legal services pursuant to this Contract (SOW, Section 9.1.1).	Standard: 100 % compliance	Quarterly and annual reports	Contractor to provide a corrective action plan to the CPM with an explanation of the problem and the plan of correction.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
4.	Contractor must provide legal services that include culturally and linguistically appropriate services provided by attorneys, paralegals, interpreters, and other support staff (SOW, Section 9.1.3).	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.	Contractor must 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; prepare and attend interviews, depositions, mediations, arbitrations, settlement conferences and/or, administrative or judicial hearings as necessary and appropriate; and prepare and file appropriate applications, documents, motions and briefs (SOW, Section 9.1.7).	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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

<p>6.</p>	<p>Contractor must 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 (SOW, Section 9.2.1).</p>	<p>Standard: 100 % compliance</p>	<p>Quarterly and annual reports</p>	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction</p>
<p>7.</p>	<p>Contractor must notify the CPM in writing within five (5) days after the termination of the legal representation of the DCFS child and provide any appropriate documents to the CPM within 30 days (SOW, Section 9.3).</p>	<p>Standard: 100 % compliance</p>	<p>Written notification</p>	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

	REQUIRED SERVICES	ACCEPTABLE QUALITY LEVEL	COMPLIANCE MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARD
8.	<p>Contractor must provide appropriate notification to any administrative or judicial tribunal that Contractor is no longer representing the DCFS child (SOW, Section 9.3.4).</p>	<p>Standard: 100 % compliance</p>	<p>Written notification</p>	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction</p>
9.	<p>Contractor must 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 10.1 and 10.2).</p>	<p>Standard: 100 % compliance</p>	<p>Quarterly and annual reports</p>	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan of correction</p>

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: <u>Click or tap here to enter text.</u>		Contractor Response Received: <u>Click or tap here to enter text.</u>	
Contractor: <u>Click or tap here to enter text.</u>	Contract No. <u>Click or tap here to enter text.</u>	County's Program Manager: <u>Click or tap here to enter text.</u>	
Contact Person: <u>Click or tap here to enter text.</u>	Telephone: <u>Click or tap here to enter text.</u>	County's Program Manager Signature:	
Email: <u>Click or tap here to enter text.</u>		Email: <u>Click or tap here to enter text.</u>	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

***Use additional sheets if necessary**

_____ *Contractor's Representative Signature*
_____ *Date Signed*

Additional Comments: <u>Click or tap here to enter text.</u>

QUARTERLY REPORT

Reporting Period:

I-360 app and RFE response filings	
I-485 app and RFE response filings	
Alt. Relief filings	
Green Cards Received	
Work Permits Received	
Removal defense Appearances	
RFE responses for alternative relief filings	

SUMMARY:

Provide information on amount of cases received, types of filings, number and type of correspondence received from USCIS, factors affecting referrals, types of immigration assistance provided.

PRICING SHEET

IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN

The Contractor shall provide Immigration Legal Assistance for Abused and Neglected Children. Said work shall be done for the period prescribed and in the manner set forth in the Statement of Work. Compensation shall be on a flat-fee per new case rate as listed below

TABLE A	PROVIDE THE PROPOSED NUMBER OF CASES THAT WILL BE SERVICED MONTHLY FOR IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN BASED ON TOTAL MONTHLY REIMBURSEMENT IN TABLE B	
	NEW CASES ACCEPTED PER A MONTH (required minimum of 15 new cases referred)	_____

TABLE B	MAXIMUM REIMBURSEMENT	
	<u>LEGAL SERVICES including, but not limited to:</u>	<u>MONTHLY</u>
	Asylum	\$ 41,666.67 ____
	Deferred Action for Childhood Arrivals (DACA)	
	Removal Defense	
	Special Immigrant Juvenile Status (SIJS)	
	T- Visas and U-Visas	
	Violence Against Women Act (VAWA)	

Print Name of Authorized Personnel:	Title:
Signature:	Date:

SAMPLE INVOICE

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

Business Name:	Date:
Address:	Invoice No:
City, State, Zip Code:	Billing Month:
Program Name:	Contract Number:
	TIN #:

INVOICE

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

Employee Name	Number of Hours Billed	Total Amount Billed	Year to Date Amount Billed

Total: _____

Amount Due: \$ _____

Budgeted Amount:	\$ _____
Year to Date Expenditures:	_____
Total Amount Available:	\$ _____

CERTIFICATION

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

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

LINE-ITEM BUDGET						
Contractor's Name:						
Service Category:		IMMIGRATION LEGAL ASSISTANCE FOR ABUSED AND NEGLECTED CHILDREN				
Contract Number:					<i>Year 1</i>	<i>Year 2</i>
Expenses						
Immigration Legal Assistance		Monthly Cost		Monthly Subtotal	Annual Cost	Annual Cost
Asylum		\$ X				
DACA		\$ X				
Removal Defense		\$ X				
SIJS		\$ X				
T- Visas and U-Visas		\$ X				
VAWA		\$ X				
Other		\$ X				
<i>Subtotal</i>				\$	\$	\$
Immigration Legal Assistance						
Legal Services.....		\$ X				
Same as above		\$ X				
<i>Subtotal</i>		\$ X		\$	\$	\$
Staff		\$ X		\$	\$	\$
Total				\$	\$	\$
				Monthly Cost	Annual Cost	Annual Cost

BUDGET NARRATIVE
FOR
IMMIGRATION LEGAL ASSISTANCE FOR
ABUSED AND NEGLECTED CHILDREN
Term: 05/05/2026- 05/04/2027

Expenses:

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**GENERAL INFORMATION:**

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	4/8/2026	
BOARD MEETING DATE	5/5/2026	
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	Training and Staff Development and Master of Social Work Internship Program Contract with the Regents of the University of California, Los Angeles	
PROGRAM	DCFS University	
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: Approved sole source contract with the Regents of the University of California, Los Angeles, adopted on June 10, 2025	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	July 1, 2025 – June 30, 2026 is a 12 month contract term with the Regents of the University of California (UCLA).	
COST & FUNDING	Cost:	Funding Source:
	\$2,593,755	50% Family First Prevention Service Act (FFPSA) Title IV-E and 50% FFPSA State Block Grant
	TERMS (if applicable): July 1, 2025 – June 30, 2026	
	July 1, 2025 – June 30, 2026 is a 12 month contract term with the Regents of the University of California (UCLA).	
PURPOSE OF REQUEST	To exercise the option to amend the existing contract to add additional funds.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Los Angeles County Department of Children and Family Services (DCFS) provides professional development to DCFS staff and to advance the DCFS mission. As of April 1, 2014, the Department began contracting with the Regents of the University of California (UCLA) for its training and the internship program. This request is to add additional funds, \$2,593,755, funded with 50% FFPSA Title IV-E and 50% FFPSA State Block Grant, to the existing \$14,833,435 budget, 75% Title IV-E Training and 25% Local funds, for a total budget of \$17,427,190. The contractor will match an additional \$648,438.75 as in-kind contribution.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Department of Children and Family Services utilize these funds to provide professional development to DCFS staff and to advance the DCFS mission. This contract is subject to ongoing monitoring and compliance reviews to ensure that contractors meet program objectives. Such monitoring is conducted in accordance with	

	applicable State and County regulations and each agency's approved Program Statement. This process ensures the equitable and fair delivery of services to all children/youth.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #1: Child Safety and Family Well-Being: Invest in efforts and supports that promote child safety, protection, and family well-being using the child welfare continuum of care model, while building out the County's Systems of Care.
DEPARTMENTAL CONTACTS	Name, Title, Phone & Email Tina Mosley, Division Chief, (213) 804-1998 mosleta@dcs.lacounty.gov



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

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

Board of Supervisors
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Director

JENNIE FERIA
Chief Deputy Director

LISA E. MANDEL
Acting Chief Deputy Director

May 5, 2026

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

Dear Supervisors:

**REQUEST TO APPROVE SOLE SOURCE AMENDMENT TO THE
TRAINING AND STAFF DEVELOPMENT AND MASTER OF SOCIAL WORK
INTERNSHIP CONTRACT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board’s approval of a sole source amendment to increase the funding of the Training and Staff Development and Master of Social Work Internship Contract with the Regents of the University of California, Los Angeles (UCLA).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute an amendment, substantially similar to Attachment I, to its contract with UCLA to increase the Maximum Annual Contract sum by \$2,593,755 for a new Maximum Annual Contract Sum of \$17,427,190. The original contract amount is funded by 75 percent federal and 25 percent local funds. The additional \$2,593,755 is funded by 50 percent federal and 50 percent State funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department contracts with UCLA to provide training and staff development services. UCLA subcontracts with local universities and other qualified training partners to assist in providing training and staff development services to DCFS. Some of the training priorities are Motivational Interviewing, Field Safety, Structure Decision Making, LGBTQ,

“To Enrich Lives Through Effective and Caring Service”

Considering the Trauma, Self-Esteem and Haircare of Black Foster Youth, and Father Engagement and Involvement.

Additional funds are needed to increase the number of Motivational Interviewing cohorts that will be trained in Fiscal Year (FY) 2025-2026 to ensure that required staff will be trained by the time that DCFS will be allowed to claim under the Family First Prevention Services Act. Motivational Interviewing training has been provided under the UCLA Training Contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of Strategic Plan, North Star I – Make Investments that Transform Lives; Focus Area Goals A. Healthy Individuals and Families and D. Support Vulnerable Populations.

FISCAL IMPACT/FINANCING

The total projected budget cost of this amendment is approximately \$2,593,755, maximum annual contract sum of \$17,427,190. The original contract amount is funded by 75 percent federal and 25 percent local funds. The additional \$2,593,755 is funded by 50 percent federal and 50 percent State funds. Sufficient funding is included in the Department's FY 2025-2026 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS contracts with UCLA to provide training and staff development services. UCLA subcontracts with local universities and other qualified training partners to assist in providing training and staff development services to DCFS.

On June 10, 2025, the Board granted the DCFS Director delegated authority to increase or decrease the maximum annual contract amount of contracts by up to 10 percent. This request to increase the annual contract amount for the contract is above 10 percent of the allocation for FY 2025-2026, thus requiring the Board's approval.

In compliance with Board Policy 5.120, Authority to Approve Increases to Board Approved Contract Amounts, DCFS notified the Board on March 13, 2026, at least two weeks prior to the Board meeting in which the proposed contract is to be presented, when an increase exceeding 10 percent of the total contract amount is necessary.

Board Policy 5.100, Sole Source Contracts and Amendments, requires a department to notify the Board if it intends to amend a sole source contract. On March 13, 2026, DCFS notified the Board of its intent to amend the sole source contract with UCLA to increase the Maximum Contract Amount.

The Honorable Board of Supervisors

May 5, 2026

Page 3

County Counsel and the Chief Executive Office have reviewed the Board letter. County Counsel has approved the amendment as to form.

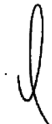
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment will ensure additional funding is available to provide Motivational Interviewing training for Children's Social Workers and Supervising Children's Social Workers.

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

BTN:LEM:RT:KR

LTI:SS:tn

Attachments

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



AMENDMENT NUMBER ONE

WITH

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES
FOR THE TRAINING AND STAFF DEVELOPMENT AND MASTER OF
SOCIAL WORK INTERSHIP PROGRAM CONTRACT**

**AMENDMENT NUMBER ONE
TRAINING AND STAFF DEVELOPMENT AND MASTER OF SOCIAL WORK
INTERSHIP PROGRAM CONTRACT**

This Amendment Number One (Amendment) to the Training and Staff Development and Master of Social Work Internship Program Contract (Contract) between the County of Los Angeles (County), and The Regents of the University of California, Los Angeles (Contractor), is made and entered into on this _____ day of _____, 2026.

WHEREAS, County and Contractor are parties to the Contract adopted by the Board of Supervisors on June 10, 2025, and Contractor has been providing the County extensive training and professional development programs to ensure that staff at all levels are equipped to carry our Federal, State, and County mandates related to child protection, foster care placement, permanency, and adoption to the County; and

WHEREAS, the purpose of this Amendment is to increase the Maximum Contract Sum, effective upon execution of Amendment through June 30, 2026; and

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

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

1. Standard Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1.1.1.a is added to read as follows:

5.1.1.1.a The Initial contract term is increased for a Maximum amount of \$17,427,190.

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

**AMENDMENT NUMBER ONE
TRAINING AND STAFF DEVELOPMENT AND MASTER OF SOCIAL WORK INTERSHIP
PROGRAM CONTRACT**

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

COUNTY OF LOS ANGELES

CONTRACTOR

The Regent of California University

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

By: _____
Name: _____
Title: _____

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

By: _____
David Beaudet, Senior Deputy County Counsel