



Board of Supervisors Family & Social Services Cluster Agenda Review Meeting

DATE: April 22, 2026

TIME: 1:30PM

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. **Motions(s)**
 - SD3:** Advocacy on SB 1249 Intrastate Funding Formula.
 - SD3:** Supporting our Nation's Transgender Servicemembers and Veterans.
- IV. **Presentation/Discussion Items:**
 - a) **Department of Children and Family Services (DCFS):** Request for Approval of New Contracts for Transitional Housing Program-Plus.
 - b) **DCFS:** Request for Approval of New Contracts for Transitional Housing Placement Program for Non-Minor Dependents.
- V. **Public Comment**

VI. 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 --

VII. 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

AGN. NO. _____

MOTION BY SUPERVISOR LINDSEY P. HORVATH

May 5, 2026

Advocacy on SB 1249 Intrastate Funding Formula

California is undergoing a historic demographic shift, with older adults representing a rapidly growing and increasingly diverse share of the population. The Mello-Granlund Older Californians Act establishes the California Department of Aging (CDA) and directs it to lead Area Agencies on Aging (AAAs) in developing home- and community-based services that help older adults remain in their homes or the least restrictive environments.

SB 1249 (Roth 2024) modernized this framework by updating legislative findings, revising terminology, and initiating a comprehensive reform of AAA functions. The bill requires CDA, by September 30, 2026, to identify core programs and services for older adults and family caregivers, develop a statewide consumer engagement plan, and adopt regulations governing AAA designation, informed by validated data sources, including federal census data.

MOTION

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As part of SB 1249 implementation, CDA is proposing updates to the Intrastate Funding Formula (IFF), the methodology used to distribute federal and state Older Americans Act (OAA) and related funding across California's 33 Planning and Service Areas (PSAs) and their corresponding Area Agencies on Aging. Once finalized by CDA, the IFF must be submitted to and approved by the federal Administration for Community Living (ACL) prior to implementation.

As CDA advances this process, it is critical that the IFF accurately reflects both population need and the realities of service delivery across California's diverse regions.

Preliminary analysis of the proposed IFF indicates that the model, as currently structured, results in significant redistribution of funding across the state. Based on available data, over \$14 million is reallocated away from certain Planning and Service Areas, with Los Angeles County alone experiencing an estimated reduction of approximately \$5.9 million (17.6%) annually.

For Los Angeles County, this level of reduction would have direct and immediate implications across most core programs funded through the Area Agency on Aging network, including elderly nutrition services, caregiver support, information and assistance, disease prevention, and supportive services. A 17% reduction across programs would result in fewer meals served, reduced caregiver support, decreased access to services, and increased unmet need among older adults and people with disabilities.

Los Angeles County serves approximately one-quarter of California's older adult population and represents a significant share of statewide need across key indicators,

including low-income older adults, individuals with disabilities, and racially and ethnically diverse populations. These demographic realities underscore the importance of ensuring that funding methodologies accurately reflect both the scale and complexity of service delivery in high-need regions.

While the Board of Supervisors supports the goal of improving equity and ensuring adequate investment in historically under-resourced regions, the magnitude and concentration of these shifts raise concerns regarding the stability of core programs statewide. Given that the total funding allocation remains fixed, these changes represent a redistribution of existing resources rather than an expansion of statewide investment.

The sensitivity of outcomes to factor weighting suggests that the current formula would benefit from additional calibration prior to adoption. Ensuring that the model is both equitable and operationally sustainable requires validation that outcomes align with real-world service demand and delivery capacity.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Direct the Chief Executive Officer Legislative Affairs and Intergovernmental Relations (CEO-LAIR) branch to send a five-signature letter to the California Department of Aging and with a copy to the Los Angeles County State Delegation opposing the proposed changes for the interstate funding formula, expressing the significant harm that it would cause to Los Angeles County, the region, and its residents, requesting a temporary pause in the adoption of the proposed Intrastate Funding Formula (IFF), prior to submission to the Administration for Community Living (ACL), to allow for targeted refinement and validation of the model.

2. Direct AD, in consultation with County Counsel, to draft and submit a comprehensive County response opposing the proposed regulations, to be submitted during the public comment period that:
 - Supports the goals of equity and modernization under SB 1249
 - Identifies the projected programmatic impacts to Los Angeles County residents
 - Recommends targeted refinements, including scenario testing of factor weights and sensitivity analysis, to ensure the formula aligns with service delivery realities
3. Direct AD to report back to the Board within 30 days with a detailed analysis of programmatic impacts, including:
 - Estimated reductions in meals and nutrition services
 - Number of older adults and caregivers potentially impacted
 - Impacts across all AAA-funded core programs
4. Instruct County Counsel to monitor potential legal challenges related to the proposed formula and, in consultation with AD, file and/or join in as amicus or as plaintiff in litigation, as deemed appropriate by County Counsel.
5. Direct CEO-LAIR to advocate for proposals to ensure that improvements to the IFF do not result in net reductions to high-need regions and to support a more balanced and sustainable statewide funding approach.

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LPH:sph

MOTION BY SUPERVISOR LINDSEY P. HORVATH

May 5, 2026

Supporting our Nation’s Transgender Servicemembers and Veterans

LGBTQ+ veterans have served this nation with distinction, resilience, and honor, often while navigating institutional and political barriers that forced many to hide fundamental parts of their identity. As the Library of Congress notes, “For many of these veterans, following a call to serve meant keeping their private lives entirely private, for fear that exclusionary policies would hold them back or end their careers altogether” ¹. The repeal of *Don’t Ask, Don’t Tell* marked real progress for gay and lesbian servicemembers, yet transgender veterans continue to face targeted obstacles to inclusion, recognition, and stability.

The recent issuance of *Executive Order 14183, Prioritizing Military Excellence and Readiness*, signals a concerning shift away from efforts to create a more inclusive and equitable military. The policy declares that individuals expressing a gender identity different from their sex assigned at birth cannot meet the standards required for service.

¹ Library of Congress. “LGBTQ+ Veterans.” Veterans History Project, <https://www.loc.gov/collections/veterans-history-project-collection/serving-our-voices/diverse-experiences-in-service/lgbtq-veterans/>.

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This effectively bars transgender individuals from enlistment or continued service regardless of medical readiness, performance, or demonstrated leadership ². Department of Defense implementation guidance confirms that these restrictions extend to service academies and ROTC programs, putting cadets and midshipmen at risk of expulsion and lost educational or career opportunities ³.

These changes directly contradict the progress made over the last decade and disregard the lived service of transgender individuals who have honorably served in every branch of the Armed Forces ⁴. By categorizing gender dysphoria and medically supported gender affirmation care as incompatible with military readiness, the policy creates barriers that reach far beyond enlistment. Servicemembers may face the loss of access to medically necessary care, sudden drops in income, and disruptions that can jeopardize housing and family stability. Many may delay or avoid seeking support out of fear of separation, retaliation, or loss of benefits.

The effects are not limited to those currently serving. These actions add to the growing concerns about trust, access, and equity within the Department of Veterans Affairs. LGBTQ+ and transgender veterans should never feel confusion, hesitation, or stigma when attempting to access federal or local services. Yet policies that question the legitimacy of their identity or their service create exactly that environment.

This uncertainty also affects local government staff, including LA County personnel

² The White House. "Prioritizing Military Excellence and Readiness." The White House, 28 Jan. 2025, www.whitehouse.gov/presidential-actions/2025/01/prioritizing-military-excellence-and-readiness/.

³ "Prioritizing Military Excellence and Readiness Frequently Asked Questions." U.S. Department of Defense, February 2025, https://www.defense.gov/Portals/1/Spotlight/2025/Guidance_For_Federal_Policies/FAQ_Prioritizing_Military_Excellence_and_Readiness_P&R_Guidance.pdf.

⁴ "TRANS RESILIENCE AND MILITARY SERVICE: Notable Transgender and Non-Binary Veterans." U.S. Department of Defense, https://www.mentalhealth.va.gov/communityproviders/assets/docs/populations/TRANS_RESILIENCE_AND_MILITARY_SERVICE.pdf.

who support veterans daily. Staff may face unclear guidance on how to best serve transgender veterans, conflicting interpretations of federal policy, logistical barriers in assisting veterans with claims or health care navigation, and concerns about compliance that could potentially affect federal funding streams. These challenges undermine efforts to deliver stable, consistent, and dignified services across the County.

It remains essential to stand firmly for policies that safeguard the rights, dignity, and sacrifice of the military and veteran community, whose strength comes from its diversity. Our nation is strongest when every qualified individual can serve openly and access earned benefits without prejudice. Transgender veterans have met their obligations to this country. It is our shared responsibility to ensure that our country and every institution entrusted with serving veterans meets its obligations to them.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Direct the Department of Military and Veterans Affairs (MVA) in collaboration with the LGBTQ+ Commission, the Chief Executive Office (CEO), the Anti-Racism, Diversity and Inclusion (ARDI) Initiative, Department of Public Health (DPH), Department of Mental Health (DMH), Department of Health Services (DHS), Aging and Disabilities Department, Chief Information Office (CIO), and other relevant departments to develop a coordinated County plan, using no federal funding or resources, to strengthen affirming health, mental health, housing, digital safety, and social services for LGBTQ+ veterans. The plan should include recommendations to:
 - a. Increase awareness and visibility of County and community services designed for LGBTQ+ veterans, including accessible, culturally relevant,

and linguistically inclusive outreach materials that reflect the lived experiences of LGBTQ+ veterans;

- b. Strengthen formal referral pathways and warm handoffs between MVA, County departments, and community-based organizations, to guarantee seamless, stigma-free access to medical care, mental health care, legal services, housing stabilization, and crisis supports for LGBTQ+ veterans;
 - c. Improve data privacy, confidentiality safeguards, and identity-protection practices to ensure the safety of LGBTQ+ veterans seeking County services, while meeting all applicable federal and state requirements and allowing for coordinated care that does not compromise their dignity or identity;
 - d. Expand survivor support pathways to ensure LGBTQ+ veterans who experience hate incidents, discrimination, or identity-based harassment can access, in a timely manner, trauma-informed care, housing supports, navigation services, and safe reporting channels that reflect their cultural and safety needs;
 - e. Strengthen coordination with LGBTQ+ community partners and local jurisdictions to share best practices and develop consistent, Countywide approaches for supporting LGBTQ+ veterans;
2. Direct ARDI Initiative, in collaboration with MVA, using no federal funding or resources, to:
- a. Establish a Safe Harbor for LGBTQ+ Veterans policy across all County veteran-serving programs, facilities, and contracted services to ensure that

transgender and LGBTQ+ veterans can seek support, apply for benefits, and access care without fear of discrimination, harassment, or loss of privacy;

- b. Integrate bystander intervention and de-escalation strategies, consistent with ARDI's Community Sensitive Site Safety Blueprint, into veteran-serving environments so that County staff are prepared to respond to harassment, intimidation, or targeted incidents directed at LGBTQ+ veterans; and
 - c. Develop a digital safety and anti-harassment strategy to address online hate, doxxing, harassment, disinformation, and cyberbullying that target LGBTQ+ veterans or undermine their access to County services, including partnerships with experts and community groups focused on digital harm;
3. Direct MVA, in collaboration with the Department of Human Resources (DHR), and ARDI, to develop and implement a training program for County staff and contractors who regularly engage with veterans, using no federal funding or resources. The training should be designed specifically to support LGBTQ+ veterans and include:
- a. Veteran competency and inclusive communication;
 - b. LGBTQ+ cultural competency and inclusive communication;
 - c. Trauma-informed care tailored for LGBTQ+ veterans;
 - d. Awareness of hate crime and hate incident reporting pathways relevant to LGBTQ+ communities;
 - e. Guidance on supporting LGBTQ+ veterans facing disruptions in income, housing, or access to care;

- f. Clear expectations on confidentiality, safe interactions, and nondiscrimination in all veteran-facing services; and
 - g. Education to distinguish requirements of state law versus federal law relevant to the training and to the LGBTQ+ community.
4. Direct the Chief Executive Office-Legislative Affairs and Intergovernmental Relations, with support from MVA, to take a support position on Assembly Bill 1775 and adopt a standing position for the County to support legislation that is inclusionary, or in support, of increasing equity for LGBTQ+ veterans.
 5. Direct MVA to create an Inclusive Access outreach coordinator position, within the framework of the Veteran Peer Access Network, that would ensure inclusive and equal access and supports for all veterans, including LGBTQ+ veterans, and focus on identifying and removing barriers to access to healthcare, benefits, and services. This work should include engagement with community based organizations who are trusted messengers within the LGBTQ+ community to increase collaboration with those already seeking support through external partners and utilize no federal funding or resources.
 6. Direct MVA, to collect non personally-identifying aggregate data to articulate the impact of Executive Order 14183.
 7. Direct MVA to report back to the Board in writing in 120 days on each of the motion's directives, including updates on implementation and barriers to progress, using no federal funding or resources.

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BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	4/22/2026	
BOARD MEETING DATE	5/19/2026	
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 (DCFS) and Probation Department	
SUBJECT	Request for Approval of New Contracts for Transitional Housing Program-Plus	
PROGRAM	Transitional Housing Program-Plus (THP-Plus)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable 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	The current contract ends on June 30, 2026.	
COST & FUNDING	Total cost:	Funding source:
	\$11,366,806.50	100% State THP funds
	TERMS (if applicable): Annual funding	
Explanation: Sufficient funding will be included in the Fiscal Year 2026-2027 Recommended Budget.		
PURPOSE OF REQUEST	To award the THP-Plus contracts effective July 1, 2026 to June 30, 2027 through RFP Solicitation. The County shall have the sole option to extend the contract term for up to two additional one-year periods through June 30, 2029, with an additional six months beyond June 30, 2029, by written notice, if such additional time is necessary to complete the negotiation or solicitation of a new contract	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The THP-Plus Program was created pursuant to Assembly Bill (AB) 427 (Chapter 125, Statutes of 2001), as modified by AB 1119. THP-Plus provides transitional housing and supportive services for eligible youth who exited foster care at age 18 or older, until the youth's 24th birthday, and/or for up to 24 cumulative months. However, based on All County Information Notice No. I-40-15, dated May 27, 2015, issued by the California Department of Social Services, to inform counties of the recent changes to the age and time limits for the THP-Plus program brought about by Senate Bill 1252, THP-Plus services will be provided to eligible youth until the youth's 25th birthday, or up to 36 cumulative months, if completing secondary education or enrolled in post-secondary education.</p> <p>On July 25, 2024, DCFS released an RFP for THP-Plus service. The RFP invited qualified agencies to submit proposals to provide the service in each of the eight DCFS Service Planning Areas (SPA) across the County. The RFP anticipated at least one contract would be awarded per SPA, with a second contract per SPA awarded according to the service needs in that SPA, on the location of the housing units offered by the</p>	

	<p>highest ranked proposer, and on the County's interest in securing uninterrupted services in each SPA.</p> <p>On August 8, 2024, DCFS held a Proposers' Conference. A total of 56 individuals representing 15 agencies attended the Proposers' Conference held via Microsoft Teams. Eight of the eight agencies currently providing THP-Plus services attended the conference. DCFS received a total of 25 electronic proposals from 15 different agencies by the deadline of September 5, 2024. Eight of the current THP-Plus contractors submitted proposals.</p> <p>Responsiveness Reviews were performed on all 25 proposals submitted. Seven proposals from 6 proposers were disqualified. Failure of the Proposers to comply with the Minimum Mandatory Requirements eliminated their proposals from any further consideration. The Disqualification Notice and Transmittal to Request for a Disqualification Review was sent to the six disqualified proposers on October 30, 2024. DCFS received three Request for a Disqualification Review from the six disqualified proposers, which was granted. As a result of the disqualification review, one agency's disqualification was rescinded.</p> <p>On November 14, 2024, a THP-Plus RFP Evaluator Orientation was held via Microsoft Teams. Subsequently, evaluators were assigned to a SPA to review and rate a range of two to four proposals based on the number of proposals submitted for their assigned SPA. All THP-Plus proposals were evaluated in the following areas: Background and Experience, Approach, Quality Assurance, Financial Viability, References, and Cost. Informed Averaging Meetings were held for each team to discuss the basis for scores given to each proposal.</p> <p>Eight agencies were recommended for 16 contract awards. On September 11, 2025, tentative selection and non-selection letters were sent to contractors. A total of 2 agencies that submitted five non-selected proposals requested a debriefing by the deadline. DCFS completed both Debriefing Meetings on September 29, 2025. The non-selected proposers did not submit a Proposed Contractor Selection Review Request.</p> <p>As part of the evaluation process, a quality assurance review phase was conducted to ensure that the scores and justifications were aligned with each other. Each of the proposers tentatively recommended has met this requirement</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to ARDI's Equity Lens: https://ceo.lacounty.gov/ardi/ If Yes, please explain how: The program serves underserved and vulnerable population consisting of foster youth and TAY.
FAMILY FIRST PREVENTSION SERVICES ACT (FFPSA) LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to BOS Priorities: https://ceo.lacounty.gov/category/priorites-initiative/ If Yes, please state which one(s) and explain how: Child Protection and Homelessness, by providing former foster youth a place to live and learn independence.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Christine Chang, CSA II 213-763-9302 e-mail: changcg@dcfs.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 19, 2026

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

Dear Supervisors:

**REQUEST FOR APPROVAL OF NEW CONTRACTS FOR TRANSITIONAL
HOUSING PROGRAM-PLUS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request approval to execute 16 Transitional Housing Program-Plus (THP-Plus) service contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute 16 THP-Plus contracts, in substantially similar form to Attachment A, with the eight THP-Plus providers listed on Attachment B, effective July 1, 2026 through June 30, 2027. The contracts will give the County the sole option to extend the contract term for two additional one-year periods through June 30, 2029, and an additional six months if necessary to complete the solicitation of new contracts. The projected annual cost for the THP-Plus contracts is \$8,542,800, with a total contract cost of \$29,899,800 if all extension options are exercised, financed using 100 percent State funds. There will be no impact on net County cost. Sufficient funding will be included in the Fiscal Year 2026-2027 Recommended Budget.

"To Enrich Lives Through Effective and Caring Service"

2. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to exercise the two one-year extension options and an additional six months beyond June 30, 2029, if such additional time is necessary to complete the solicitation of a new contract, provided that: a) sufficient funding is available for the extension; b) County Counsel approval is obtained prior to executing the extension; and c) the Director of DCFS and the Chief Probation Officer notify the Board and the Chief Executive Office (CEO), in writing, within ten (10) business days of the written notification's execution.
3. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute THP-Plus contract amendments, after County Counsel approval, in the event there is a change in the THP-Plus rate of reimbursement or the number of beds provided under these contracts and instruct the Director of DCFS and the Chief Probation Officer to notify the Board and the CEO, in writing, within ten (10) business days of executing the amendments.
4. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute amendments to the THP-Plus contracts for changes affecting the scope of work or to any of the terms or conditions included under this contract provided that: a) such amendments are consistent with applicable Federal, State, and County requirements; b) the prior approval of County Counsel has been obtained; and c) the Director of DCFS and the Chief Probation Officer notify the Board and CEO, in writing, within ten (10) business days of executing the amendments.
5. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to terminate THP-Plus contracts in accordance with the termination provisions, including Termination for Convenience, provided that: a) County Counsel approval is obtained prior to exercising such termination and b) the Director of DCFS and the Chief Probation Officer notify the Board and CEO, in writing, within ten (10) business days of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current THP-Plus contracts will expire on June 30, 2026. The new THP-Plus contracts will start on July 1, 2026, to allow for continuity of service.

The recommended actions will enable the County to continue an existing program designed to assist emancipated youth with or without children as they move from dependency to self-sufficiency by providing housing and supportive services.

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

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

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

IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

The recommended actions support North Star 1, Focus Area Goal B, Employment and Sustainable Waged, Strategy II, Job Preparation and Strategy III, Job Creation, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The Maximum Annual Cost for the THP-Plus contracts is \$8,542,800. The estimated total contract cost, including the cost of the two additional one-year options and the six-month option, is \$29,899,800. Funds are disbursed on a per-client basis with limitations set on the number of clients rather than the establishment of an annual maximum contract amount for each contractor. The fixed cost/rate for each THP-Plus participant is \$3,000 a month, or pro-rated if placement is less than a month. The fixed cost/rate for each THP-Plus parenting is \$3,300 a month, or pro-rated if placement is less than a month. THP-Plus can have up to 231 participants per month (based on full-month placement). The contract cost finance using 100 percent State funds. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

County Counsel and the CEO have reviewed this Board letter. County Counsel has approved the Contract (Attachment A) as to form.

CONTRACTING PROCESS

On July 25, 2024, DCFS released a Request for Proposal (RFP) for THP-Plus service. The RFP invited qualified agencies to submit proposals to provide the service in each of the eight DCFS Service Planning Areas (SPA) across the County. The RFP anticipated at least one contract would be awarded per SPA, with a second contract per SPA awarded according to the service needs in that SPA, on the location of the housing units offered by the highest ranked proposer, and on the County's interest in securing uninterrupted services in each SPA.

On August 8, 2024, a total of 56 individuals representing 15 agencies attended a Proposers' Conference held via Microsoft Teams. DCFS received a total of 25 electronic proposals from 15 different agencies by the deadline of September 5, 2024. Each of the current eight THP-Plus contractors attended the proposers' conference and submitted proposals.

Responsiveness Reviews were performed on all 25 proposals submitted. Seven proposals from six proposers were disqualified. Failure of the proposers to comply with the Minimum Mandatory Requirements eliminated their proposals from any further consideration. The Disqualification Notice and Transmittal to Request for a Disqualification Review was sent to the six disqualified proposers on October 30, 2024. DCFS received three Request for a Disqualification Reviews from the six disqualified proposers, all of which were granted. As a result of the disqualification review, one agency's disqualification was rescinded.

On November 14, 2024, a THP-Plus RFP Evaluator Orientation was held via Microsoft Teams. Subsequently, evaluators were assigned to a SPA to review and rate a range of two to four proposals based on the number of proposals submitted for their assigned SPA. All the THP-Plus proposals were evaluated in the following areas: Background and Experience, Approach, Quality Assurance, Financial Viability, References, and Cost. Informed Averaging Meetings were held for each team to discuss the basis for scores given to each proposal.

Eight agencies were recommended for 16 contract awards. On September 11, 2025, tentative selection and non-selection letters were sent to contractors. Two agencies timely requested a debriefing on five non-selected proposals. DCFS completed both Debriefing Meetings on September 29, 2025. The non-selected proposers did not submit a Proposed Contractor Selection Review Request.

As part of the evaluation process, a quality assurance review phase was conducted to ensure that the scores and justifications were aligned with each other. Each of the proposers tentatively recommended has met this requirement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

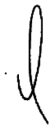
Approval of the THP-Plus contracts will ensure uninterrupted THP-Plus services to youth at risk for homelessness and will help ensure the County's ability to provide supervised housing and supportive services.

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

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director

GUILLERMO VIERA ROSA
Chief Probation Officer

BTN:RT:KR:
LTI:SS:EC:aa

Attachments

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

CONCLUSION

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

Respectfully submitted,

BRANDON T. NICHOLS
Director



GUILLERMO VIERA ROSA
Chief Probation Officer

BTN:RT:KR:
LTI:SS:EC:aa

Attachments

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

TRANSITIONAL HOUSING PROGRAM - PLUS CONTRACT

**BY AND BETWEEN
COUNTY OF LOS ANGELES**



**Department of Children and Family Services
Contracts Administration Division
510 S. Vermont Ave. 14-th floor
Los Angeles, California 90020**

AND

**Probation Child Welfare Placement Services
11701 S Alameda St, 2nd floor
Lynwood, CA 90262**

Contractor's Name-----

CONTRACT NUMBER 22-0060-xx

SPA -----

July 1, 2026

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions.....	3
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	5
5.1 Total Contract Sum.....	5
5.2 Written Approval for Reimbursement.....	5
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.5 Invoices and Payments.....	6
5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	9
6.0 ADMINISTRATION OF CONTRACT - COUNTY	10
6.1 County's Administration.....	10
6.2 County's Project Director.....	10
6.3 County's Program Manager.....	10
6.4 County's Contract Program Monitor.....	11
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	11
7.1 Contractor's Administration.....	11
7.2 Contractor's Program Manager.....	11
7.3 Approval of Contractor's Staff.....	11
7.4 Contractor's Staff Identification.....	11
7.5 Background and Security Investigations.....	11
7.6 Confidentiality.....	12
8.0 STANDARD TERMS AND CONDITIONS	14
8.1 Amendments.....	14
8.2 Assignment and Delegation/Mergers or Acquisitions.....	14
8.3 Authorization Warranty.....	15

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.4 Budget Reductions.....	15
8.5 Complaints	15
8.6 Compliance with Applicable Laws	16
8.7 Compliance with Civil Rights Laws.....	17
8.8 Compliance with the County’s Jury Service Program.....	17
8.9 Conflict of Interest	19
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	19
8.11 Consideration of Hiring GAIN/START Participants.....	19
8.12 Contractor Responsibility and Debarment.....	20
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	22
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	22
8.15 County’s Quality Assurance Plan	23
8.16 Damage to County Facilities, Buildings or Grounds.....	23
8.17 Employment Eligibility Verification.....	23
8.18 Counterparts and Electronic Signatures and Representations.....	24
8.19 Fair Labor Standards	24
8.20 Force Majeure	24
8.21 Governing Law, Jurisdiction, and Venue.....	25
8.22 Independent Contractor Status	25
8.23 Indemnification	25
8.24 General Provisions for all Insurance Coverage.....	26
8.25 Insurance Coverage.....	29
8.26 Intentionally Omitted	31
8.27 Most Favored Public Entity.....	31
8.28 Nondiscrimination and Affirmative Action.....	31
8.29 Non Exclusivity.....	33
8.30 Notice of Delays	33
8.31 Notice of Disputes	33

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	33
8.33 Notices	33
8.34 Prohibition Against Inducement or Persuasion.....	34
8.35 Public Records Act.....	34
8.36 Publicity.....	34
8.37 Record Retention and Inspection-Audit Settlement.....	35
8.38 Recycled Bond Paper	36
8.39 Intentionally Left Blank	36
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	36
8.41 Termination for Convenience	36
8.42 Termination for Default.....	37
8.43 Termination for Improper Consideration.....	38
8.44 Termination for Insolvency	38
8.45 Termination for Non-Adherence of County Lobbyist Ordinance	39
8.46 Termination for Non-Appropriation of Funds	39
8.47 Validity.....	39
8.48 Waiver	39
8.49 Warranty Against Contingent Fees	40
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	40
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	40
8.52 Time Off for Voting.....	40
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking	41
8.54 Compliance with Fair Chance Employment Hiring Practices.....	41
8.55 Compliance with the County Policy of Equity	41
8.56 Prohibition from Participation in Future Solicitation(s).....	41
8.57 Injury and Illness Prevention Program	42
8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	42

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.0 UNIQUE TERMS AND CONDITIONS	42
9.1 Contractor’s Charitable Activities Compliance.....	42
9.2 Contractor Protection of Electronic County Information	42
9.3 Contract Accounting and Financial Reporting	43
9.4 Contract Alert Reporting Database (CARD).....	44
9.5 Child Abuse Prevention Reporting	44
9.6 Employee Benefits and Taxes.....	45
9.7 Fixed Assets.....	45
9.8 Former Foster Youth Consideration	45
9.9 Shred Documents	46
9.9 Use of Funds.....	47
9.11 Hold status, Do Not Refer Status, Do Not Use Status, Correction Action Plan.....	48
9.12 State Energy Conservation Plan	51
9.13 Americans with Disabilities Act (ADA).....	51
9.14 Information Security and Privacy Requirements	51
10.0 Survival.....	51
 EXHIBITS	
A Statement of Work and Attachments	
B Pricing Schedule	
C Line Item Budget and Budget Narrative	
D County’s Administration	
E Contractor’s Administration	
F Confidentiality Agreements	
F1 Contractor Acknowledgement and Confidentiality Agreement	
F2 Contractor Employee Acknowledgement and Confidentiality Agreement	
F3 Contractor Non-employee Acknowledge and Confidentiality Agreement	
G Intentionally Left Blank	
H Auditor Controller’s Handbook	

TABLE OF CONTENTS

<u>PARAGRAPH</u>		<u>PAGE</u>
I	User Complaint Report (UCR)	
J	Intentionally Left Blank	
K	Information Security and Privacy Requirements	
L	Confidentiality of CORI Information	
M	DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures	
N	Provider Plan	
O	Semi-Annual Expenditure Report	
P	Invoice Template	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**_____
FOR
TRANSITIONAL HOUSING PROGRAM-PLUS SERVICES**

This Contract ("Contract") made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor". _____ is located at, providing services in the Services Planning Area ____.

RECITALS

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

WHEREAS, the Contractor is a non-profit organization specializing in providing Transitional Housing Program Plus Services; and

WHEREAS, the Contractor shall provide independent living opportunities for eligible Transitional Housing Program Plus participants to practice life skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services; and

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

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 P 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.

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Line Item Budget and Narrative
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Confidentiality Agreements
	Exhibit F1 Contractor Acknowledgement and Confidentiality Agreement
	Exhibit F2 Contractor Employee Acknowledgement and Confidentiality Agreement
	Exhibit F3 Contractor Non-employee Acknowledge and Confidentiality Agreement
Exhibit G	Intentionally Left Blank
Exhibit H	Auditor Controller's Handbook
Exhibit I	User Complaint Report (UCR)
Exhibit J	Intentionally Left Blank
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Confidentiality of CORI Information
Exhibit M	DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit N	Provider Plan
Exhibit O	Semi-Annual Expenditure Report
Exhibit P	Invoice Template

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 Program Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County:** The Department of Children and Family Services and/or the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors
- 2.1.6 **County's Contract Program Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Program Manager.
- 2.1.7 **County's Program Manager:** Person designated by County's Program Director to manager the operations under this contract.
- 2.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.9 **DCFS:** The County's Department of Children and Family Services
- 2.1.10 **Director:** The County's Director of Children and Family Services or authorizes designee.

- 2.1.11 Probation Child Welfare (PCW):** The section of the County's Probation Department that specifically serves children who are in foster care or at risk of entering foster care, placed through the Juvenile Dependency Court.
- 2.1.12 Chief Probation Officer:** The County's Director of the Probation Department
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 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.
- 2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be one (1) year commencing after execution by County's Board, or July 1, 2025, whichever is later, 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 two (2) additional one (1) year periods, for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director of DCFS, or designee, and the Chief Probation Officer, or designee, by written notice to the Contractor as authorized by the Board of Supervisors.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of

purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify 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 DCFS at the address herein provided in Exhibit D (County's Administration).
- 4.4** The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the Contractor for a period of up to six (6) months beyond stated expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract.

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** County and Contractor agree that in the event the State of California fails to pay the County claim for THP-Plus services provided by the Contractor, the County is not financially liable to the Contractor.
- 5.1.2** County and Contractor agree that this is a firm-fixed prices contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this contract, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule based on the number of THP-Plus Participants.
- 5.1.3** The Contractor shall not exceed the maximum capacity of ----- THP-Plus Participants per month (based on full-month placement) and at the rate of compensation set forth in Exhibit B, Pricing Schedule.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the

Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

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, utilizing Exhibit P – Invoice for Transitional Housing Program – Plus (THP- Plus) Services, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

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

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, good, services, work hours and facility and/or other work for which payment is claimed.

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

5.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

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

5.5.6 County Approval of Invoices

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

- 5.5.7** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) after the last of the month the services were rendered shall constitute as "past due invoice". Past due invoices must be submitted no later than sixty (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 will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (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 sixty (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 will also apply to the submission of the Contractor's final invoice.
- 5.5.8** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.5.9** Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 5.5.10** In compliance with the Internal Revenue Services (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 5.5.11** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned

to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum for said Contract year.
- 5.5.13** 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 in a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Pricing Schedule, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15** Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.16** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must 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 will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.
- 5.5.17** Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent (5%) of the Maximum Annual Contract Sum

between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must notify the County of such a change within 30 days of that change taking effect. Contractor must request County's approval in writing for Line Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

5.5.18 Contractor must limit administrative and indirect costs to ten percent (10%) of the total expenditures of the contract funds.

5.5.19 County will prorate the payment for THP-Plus participants that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the THP-Plus participants were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment must commence as the admission date and end on the termination effective date.

5.5.20 Preference Program Enterprises - Prompt Payment Program

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

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

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

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

- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Project Director

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

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

6.3 County's Program Manager

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

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

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

6.4 County's Contract Program Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Program Manager

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

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

7.2.3 The Contractor's Project Manager must have at least five years of full time experience working with Foster/Probation Foster Transition Age Youth.

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 and volunteers performing services under this Contract must undergo a criminal clearance with subsequent arrest notification, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the

background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

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

7.5.4 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 will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement). Additionally, Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

7.6.5 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential information that may come to Contractor's attention and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's confidential information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over computer.

7.6.6 Confidentiality Requirement for Probation

7.6.6.1 By State Law (California Welfare and Institutions Code 827 and 828, and Penal Code 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the Contractor's care and possession is confidential and no information relating to any audit or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.6.6.2 Employees of Contractor must be given copies of all cited code sections, and a form to sign Exhibit L "Confidentiality of CORI Information", regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Probation Child Welfare Program Director within five (5) business days of start of employment.

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 DCFS Director or his/her designee and by the Chief Probation Officer or his/her 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 by the DCFS Director or his/her designee and by the Chief Probation Officer or his/her designee.
- 8.1.3** The DCFS Director or his/her designee and by the Chief Probation Officer or his/her 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 by the DCFS Director or his/her designee and by the Chief Probation Officer or his/her 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

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

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

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

- For purposes of this paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity

to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to

obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or

insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
contractorinsurance@dcss.lacounty.gov

- 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 effectuate such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

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

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

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

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$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.

- **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.

- **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

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

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

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

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 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.

8.34 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.

8.35 Public Records Act

8.35.1 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 8.37 (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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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.

8.35.2 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.

8.36 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials

using the name of the County without the prior written consent of the County's Project Director.

- 8.36.2** 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.

8.37 Record Retention and Inspection-Audit Settlement

- 8.37.1** 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.
- 8.37.2** 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)
- 8.37.3** 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.
- 8.37.4** If, at any time during the term of this Contract or within 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.

8.38 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.

8.39 Intentionally Left Blank

8.40 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](#).

8.41 Termination for Convenience

8.41.1 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 effectuated 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.

8.41.2 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.

8.41.3 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).

8.42 Termination for Default

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

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

8.42.2 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.

8.42.3 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.

8.42.4 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).

8.42.5 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.

8.43 Termination for Improper Consideration

8.43.1 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.

8.43.2 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/>.

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

8.44 Termination for Insolvency

8.44.1 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.

8.44.2 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.

8.45 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.

8.46 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.

8.47 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.

8.48 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.

8.49 Warranty Against Contingent Fees

8.49.1 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.

8.49.2 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.

8.50 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](#).

8.51 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](#).

8.52 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](#).

8.53 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.

8.54 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.

8.55 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.

8.56 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.

8.57 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.

8.58 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 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](#))

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) must comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1789.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices (i.e. mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – part 2: Best Practices for Key Management Organization; (d) NIST Special Publication 800-11 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

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

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports will be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 9.2.1 (Data Encryption) will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

9.3 Contract Accounting and Financial Reporting

9.3.1 Contract must establish and maintain an accounting system including internal controls and financial reporting, which must meet the minimum requirements for Contract Accounting and Administration Handbook.

9.3.2 Contractor must report semi-annual revenues and expenditures on the Semi-Annual Expenditure Report (Exhibit O). This report will require sign-off, under penalty of perjury, by Contractor's Executive Director of Contractor's Administrator.

- 9.3.3 The Semi-Annual Expenditure Report must be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 9.3.4 If the Contract starts on a date other than July 1 or January 1, then the initial report must be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 9.3.5 In the event that the expenditure report is not filed timely, County may limit additional THP-Plus participants.
- 9.3.6 The Semi-Annual Revenue and Expenditure Report and total program cost display must be mailed to:

County of Los Angeles
Department of Children and Family Services
Accounting Division, Contract Accounting Services
510 S. Vermont Ave., 14th Floor
Los Angeles, CA 90020

9.4 Contract 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.

9.5 Child Abuse Prevention Reporting

- 9.5.1 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 at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildacusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 9.5.2 Contractor must 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 must include:
 - 9.5.2.1 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.
 - 9.5.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required

to report child abuse under California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

9.5.2.4 Conduct of Program

Contractor must abide by all terms and conditions imposed and required by this Contract and must comply with all subsequent revisions, modifications, and administrative statutory changes made by the State and all applicable provisions State and Federal regulations. Failure of 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 breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

9.6 Employee Benefits and Taxes

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

9.6.2 County will 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.

9.7 Fixed Assets

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

9.8 Former Foster Youth Consideration

9.8.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor must 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 must notify of any new vacant position(s) within Contractor's firm by sending via U.S. mail or email, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Youth Development Services
1933 South Broadway, 6th Floor
Los Angeles, CA 90007
youthds@dcfs.lacounty.gov

and

County of Los Angeles
Probation Child Welfare Placement Services
Attention: Director, Youth Development Services
11701 S. Alameda St., 2nd floor
Lynwood, CA 90262
THPPNMD@probaion.lacounty.gov

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

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

9.9 Shred Documents

9.9.1 Contractor must ensure that all confidential documents and papers, as defined under State Law (including, but not limited to the 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 and secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

9.9.2 Documents for record and retention purposes in accordance with Subsection 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

9.9 Use of Funds

- 9.10.1** All uses of funds paid to Contractor and other financial 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, must pay to County the full amount of Contractor's liability for such audit exceptions as determined by DCFS, upon demand by County.
- 9.10.2** Contractor must be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 9.10.3** Contractor must use THP-Plus funds paid to and Expanded by Contractor only for the care and Services of THP-Plus participants, in order to maintain the standards of care and services consistent with the Statement of Work and THP-Plus payments received. By August 1 of each year, Contractor must submit to County a cost allocation plan, which provides for the reasonable allocation of Contractor's Expenditure for the then current fiscal year. Contractors cost allocation plan must be developed in accordance with the principles included in OMB circular A-122 and Auditor-Controller Contract Accounting and Administration Handbook (Exhibit H).
- 9.10.4** Contractor must Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in the Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures must be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit H). Any THP-Plus funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by Contractor. Any dispute regarding repayment of und is subject to the provisions outlined in Paragraph 8.0: Standard Terms and Conditions, Section 8.31, Notice of Disputes.
- 9.10.5** Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, Contractor and County agree that it is the intent of the parties that County must have the right to audit any and all use of THP-Plus funds, paid to and expended by Contractor, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for

the future benefit of THP-Plus participants, and to determine the appropriate disposition of unallowable Expenditures.

9.10.6 Total accumulated unexpended funds (TAUF) must include (1) Contractor's un-Expended funds; and (2) Contractor's accumulated unexpended THP-Plus funds received from County between July 1, 2026 through the expiration date of the most recently completed Contract term. If facts suggest the possibility of fraud or significant abuse, County reserves the right to review uses of unexpended funds accumulated in periods prior to July 1, 2026. Contractor's TAUF must be reflected on its Semi-Annual Expenditure Report (Exhibit O).

9.10.7 At the end of any given Contractor fiscal year, any TAUF that is equal to or less than one month budgeted revenues for County's THP-Plus Program for its next fiscal year may be retained by Contractor for future use for the benefit of THP-Plus participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that Contractor's TAUF, at the end of June 30, 2026 exceeds the TAUF Ceiling, Contractor must return to County a Cashier's check with the Semi-Annual Report to:

County of Los Angeles
Department of Children and Family Services
Attn: Accounting Division, Contract Accounting Services
510 S. Vermont Ave., 14th Floor
Los Angeles, CA 90020

9.11 Hold status, Do Not Refer Status, Do Not Use Status, Correction Action Plan

County may, during the normal course of its monitoring or investigation, place Contractor on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when they County reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-section 9.11.2, 9.11.3, and 9.11.4 are internal DCFS/Probation Child Welfare (PCW) procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/PCW may vary from the current protocol the health and safety of Emancipated Youth. A copy of the County's current policies and procedures is attached herein as Exhibit M, DCFS/PCW Transitional Housing Program for

Emancipated Foster/Probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures.

9.11.1 Corrective Action Plan

When DCFS/PCW reasonably determines in its sole discretion, that a Contractor's deficiencies are amenable to correction, DCFS/PCW may require Contractor to provide a Corrective Action Plan and DCFS/PCW and Contractor may enter into a Corrective Action Plan. A CAP will serve as Contractor's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit M, DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

9.11.2 Hold Status

Notwithstanding any other provision of this Contract, County retains the right to temporarily suspend referrals of youth to Contractor by placing Contractor on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS/PCW reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 9.11.1, and as further described in Exhibit M, DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

9.11.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, County retains the right to suspend referrals of youth to Contractor by placing Contractor on Do Not Refer Status (DNR Status), when County reasonably believes, in its sole discretion based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 9.11.1, and as further described in Exhibit M, DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit M, DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status

is removed if the Contractor conforms to the CAP in terms of content and timeframe, or as provided in Exhibit M, DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

9.11.4 Do Not Use Status

Notwithstanding any other provision of this Contract, County retains the right to remove or cause to be removed any or all THP-Plus participants from the Contractor's care by placing Contractor on Do Not Use Status (DNU Status), when County reasonably believes, in its sole discretion, based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 9.11.1, and as further described in Exhibit M , DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit M, DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

9.11.5 Notice Requirements

County will notify Contractor in writing within 72 hours of DCFS'/Probation's decision to place Contractor on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of Contractor's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing Contractor on Hold Status, or implementing Do Not Refer or Do Not Use Status.

When DNR or DNU Status is recommended, the written notification letter will also invite Contractor to participate in a Review Conference (as described in Exhibit M) to discuss the County's decision and include a deadline by which the Contractor must indicate its intent to participate in the Review Conference (please refer to Exhibit M DCFS/PCW THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures).

9.11.6 Disagreement with Decision

Contractor may challenge the County action in accordance with DCFS/PCW local agency policies and procedures (please refer to Exhibit M then in effect, and thereafter, Contractor may appeal through the dispute resolution procedures described in Section 8.31, Notice of Disputes.

9.11.7 Termination Status

Nothing herein must preclude the County from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either County or Contractor terminates this Contract for convenience or for default, County must suspend referrals of children to Contractor and remove, or cause to be removed, all THP-Plus participants from the Contractor's supervision. In such event, no DCFS/PCW local agency grievance policies and procedures will occur.

9.12 State Energy Conservation Plan

Contractor must be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

9.13 Americans with Disabilities Act (ADA)

The Contractor agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the Contractor's program.

9.14 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit K (Information Security and Privacy Requirements).

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 8.34	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 9.14	Information Security and Privacy Requirements
Paragraph 10.0	Survival

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION CHILD WELFARE PLACEMENT SERVICES
TRANSITIONAL HOUSING PROGRAM - PLUS
CONTRACT NUMBER **XXXXXX****

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Chief Probation Officer and Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____

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

COVENANT HOUSE CALIFORNIA

By: _____

Name: _____

Title: _____

Tax Identification Number _____

By: _____

Guillermo Viera Rosa
Chief Probation Officer
Probation Department

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____

Principal Deputy County Counsel

Attachment B

THP-Plus Housing Contractor	Proposed Single Beds (x \$3,000)	Proposed Parenting Beds (x \$3,300)	Annual Budget
WALDEN ENVIRONMENT (SPA 1)	15	5	\$738,000
WALDEN ENVIRONMENT (SPA 2)	15	5	\$738,000
HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES (SPA 2)	17	7	\$889,200
HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES (SPA 3)	16	6	\$813,600
FIRST PLACE FOR YOUTH (SPA 3)	10	4	\$518,400
FIRST PLACE FOR YOUTH (SPA 4)	7	3	\$370,800
COVENANT HOUSE (SPA 4)	8	4	\$446,400
FIRST PLACE FOR YOUTH (SPA 5)	7	3	\$370,800
FIRST PLACE FOR YOUTH (SPA 6)	7	1	\$291,600
FLORENCE CRITTENTON (SPA 6)	13	4	\$626,400
RIGHTWAY FOUNDATION (SPA 6)	6	2	\$295,200
WELLNEST (SPA 6)	7	5	\$450,000
FLORENCE CRITTENTON (SPA 7)	16	6	\$813,600
UNITED FRIENDS OF CHILDREN (SPA 7)	4	2	\$223,200
FLORENCE CRITTENTON (SPA 8)	16	4	\$734,400
UNITED FRIENDS OF CHILDREN (SPA 8)	4	2	\$223,200
TOTAL	168	63	\$8,542,800

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	4/22/2026	
BOARD MEETING DATE	5/19/2026	
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 (DCFS) and Probation Department	
SUBJECT	Request for Approval of New Contracts for Transitional Housing Placement Program for Non-Minor Dependents.	
PROGRAM	Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable 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	The current contract ends on June 30, 2026.	
COST & FUNDING	Total cost:	Funding source:
	\$125,881,602	21 percent Federal Title IV-E revenue, 32 percent State, and 47 percent net County cost funds.
	TERMS (if applicable): Annual funding	
	Explanation: The total cost of the THPP-NMD contracts will be included in the Fiscal Year 2026-2027 Budget and will be included in the Department's subsequent budget requests.	
PURPOSE OF REQUEST	To award the THPP-NMD contracts effective July 1, 2026 to June 30, 2027 through Request for Statement of Qualification (RFSQ) Solicitation. The County shall have the sole option to extend the contract term for up to two additional one-year periods through June 30, 2029, with an additional six months beyond June 30, 2029, by written notice, if such additional time is necessary to complete the negotiation or solicitation of a new contract	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On May 1, 2025, DCFS received approval from CDSS to complete the Request for Statement of Qualifications (RFSQ) solicitation.</p> <p>The current THPP-NMD program is a foster care placement option for NMD, ages 18 to 21, which provides them with safe housing and assistance in developing the skills needed for transitioning to independent living.</p> <p>DCFS posted a Request for Statement of Qualifications (RFSQ) solicitation for THPP-NMD services on August 8, 2025. The RFSQ invited qualified agencies to submit statements of qualifications (SOQ)s to provide the services.</p>	

	<p>The deadline for the submission of SOQs was on September 11, 2025. A total of 21 SOQs from 21 prospective contractors were submitted. Six Prospective Contractors were disqualified. Three SOQs were not submitted timely, and three SOQs did not meet the minimum requirements. It is the intention of DCFS to award contracts to responsive and responsible proposers who have met the minimum mandatory qualifications.</p> <p>All 18 SOQs from 18 agencies were reviewed. Three SOQs from three agencies were not selected due to not meeting the minimum mandatory requirements. Disqualification Notices were provided to the three agencies. One agency requested a Disqualification Review. The Disqualification Review was reviewed by DCFS and the Disqualification Notice was rescinded.</p> <p>Therefore, a total of 15 SOQs from 15 agencies are tentatively being recommended for contract award. Four of the 15 agencies are currently not licensed by the CDSS CCLD. Therefore, a contract award for four of the agencies is contingent upon them successfully acquiring their CDSS CCLD license.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to ARDI's Equity Lens: https://ceo.lacounty.gov/ardi/ If Yes, please explain how: The program serves youth at risk for homelessness and will provide supervised housing and supportive services.
FAMILY FIRST PREVENTSION SERVICES ACT (FFPSA) LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Link to BOS Priorities: https://ceo.lacounty.gov/category/priorites-initiative/ If Yes, please state which one(s) and explain how: Homelessness from dependency to self-sufficiency by providing housing and supportive services
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: April M. Escamilla , CSA II 213-905-2567 e-mail: escama@dcfs.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

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

LISA E. MANDEL
Acting Chief Deputy Director

May 19, 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 FOR APPROVAL OF NEW CONTRACTS FOR TRANSITIONAL
HOUSING PLACEMENT PROGRAM FOR NON-MINOR DEPENDENTS
CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) and the Los Angeles County Probation Department (Probation) request approval to execute 35 Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) service contracts.

IT IS RECOMMENDED THAT THE BOARD

1. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to execute 35 THPP-NMD contracts, in substantially similar form to Attachment A, with the 15 THPP-NMD providers listed on Attachment B, effective July 1, 2026 through June 30, 2027. The contracts will give the County the sole option to extend the contract term for two additional one-year periods through June 30, 2029, and an additional six months, if necessary to complete the solicitation of new contracts. The projected annual cost of the THPP-NMD contracts is \$35,966,172, financed by 21 percent federal funds, 32 percent State funds, and 47 percent net County cost. Sufficient funding will be included in the Fiscal Year (FY) 2026-2027 Recommended Budget.

"To Enrich Lives Through Effective and Caring Service"

2. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to exercise the two one-year extension options and an additional six months beyond June 30, 2029, if such additional time is necessary to complete the solicitation of a new contract, provided that: a) sufficient funding is available for the extension; b) County Counsel approval is obtained prior to executing the extension; and c) the Director of DCFS and Chief Probation Officer notify the Board and the Chief Execution Office (CEO), in writing, within ten (10) business days of the written notification's execution.
3. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to exercise THPP-NMD contracts amendments, in the event there is a change in the THPP-NMD rate of reimbursement, or to increase/decrease in the number of THPP-NMD participants to be served, provided that: a) the contractor's THPP-NMD license capacity is not exceeded; b) funding is available; c) County Counsel approval is obtained prior to the execution of the contract amendments; and d) the Director of DCFS and the Chief Probation Officer notify the Board and the CEO, in writing, within ten (10) business days of executing the amendments.
4. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to prepare and execute amendments to the THPP-NMD contracts for changes affecting the scope of work or to any of the terms and conditions included under this contract, provided that: a) such amendments are consistent with applicable federal, State and County requirements; b) County Counsel approval is obtained, and c) the Director of DCFS and the Chief Probation Officer notify the Board and the CEO, in writing, within ten (10) business days of executing the amendments.
5. Delegate authority to the Director of DCFS and the Chief Probation Officer, or their designee, to terminate THPP-NMD contracts in accordance with the termination provisions, including Termination for Convenience, provided that: a) County Counsel approval is obtained prior to exercising such termination; and b) the Director of DCFS and Chief probation Officer notify the Board and CEO, in writing, within ten (10) business days of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current THPP-NMD contracts will expire on June 30, 2026. The new THPP-NMD contracts will start on July 1, 2026, to allow for continuity of service for clients transitioning from the existing THPP-NMD providers to the new THPP-NMD providers.

The recommended actions will enable the County to continue providing services designed to assist NMDs, ages 18 to 21, as they move from dependency to

self-sufficiency by providing housing and supportive services. The County does not have the capacity to provide these services. The County must rely on available community resources for transitional housing to ensure the safety and quality of care for this population.

The County does not have the capacity to provide these services. The County must, therefore, rely on available community resources for THPP-NMD housing to ensure the safety and quality of care required for these emancipated youth.

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

IMPLEMENTATION OF LOS ANGELES COUNTY'S STRATEGIC PLAN GOALS

The recommended actions support North Star 1, Focus Area Goal B, Employment and Sustainable Waged, Strategy II, Job Preparation and Strategy III, Job Creation, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The projected annual cost for the THPP-NMD contracts is \$35,966,172. The estimated total contract cost, including the cost of the two additional one-year options and the six-month option, is \$125,881,602, finance using 21 percent federal Title IV-E revenue, 32 percent State funds, and 47 percent net County cost. Funds are disbursed on a per-client basis with limitations set on the number of clients rather than the establishment of an annual maximum contract amount for each contractor. The firm-fixed rate for each THPP-NMD parenting participants is \$5,634, or pro-rated if placement is less than a month. The firm-fixed rate for each THPP-NMD non-parenting participants is \$4,866 a month, or pro-rated if placement is less than a month. The rates are based on the rates established by the California Department of Social Services (CDSS), Foster Care Rates Bureau, and is a firm-fixed price contract.

The total cost of the THPP-NMD contracts will be included in the FY 2026-2027 Budget and will be included in the Department's subsequent budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 1, 2025, DCFS received approval from CDSS to complete the Request for Statement of Qualifications (RFSQ) solicitation.

The current THPP-NMD program is a foster care placement option for NMD, ages 18 to 21, which provides them with safe housing and assistance in developing the skills needed for transitioning to independent living.

On September 30, 2010, Assembly Bill (AB) 12, California's Fostering Connections to Success Act, was signed into law. AB 12 allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribal IV-E agreement and supervised by Probation. The youth who remain in extended foster care are referred to as NMD. AB 12 added two new placement options for NMDs: 1) Transitional Housing Placement-Plus-Foster Care (THP+FC) and 2) Supervised Independent Living Placement (SILP).

On June 25, 2012, Senate Bill (SB) 1013 was approved, revising the licensing or certification standards for THP+FC program from a certified County approved placement option to a placement option offered by a State-licensed transitional housing provider. On September 11, 2012, CDSS issued significantly different implementation instructions for the THP+FC program in support of SB 1013.

Effective January 1, 2018, as a stipulation of SB 612, the THP+FC was renamed THPP-NMD. It also revised the degree requirements for social work (case managers) staff, expanded room-sharing options for NMDs, allowed NMDs to co-lease units, and allowed host family homes certified by Foster Family Agencies (FFA) to be used in THPP-NMD if the provider is licensed for both programs, FFA and THPP-NMD.

County Counsel and the CEO have reviewed this Board Letter. County Counsel has approved the sample contract (Attachment A) as to form.

CONTRACTING PROCESS

DCFS posted a RFSQ solicitation for THPP-NMD services on August 8, 2025. The RFSQ invited qualified agencies to submit Statements of Qualifications (SOQs) to provide the services.

The deadline for the submission of SOQs was on September 11, 2025. A total of 21 SOQs from 21 prospective contractors were submitted. Six Prospective Contractors were disqualified. Of the six disqualified contractors, three did not submit their SOQs by the deadline, and three SOQs did not meet the minimum requirements. It is the intention of DCFS to award contracts to responsive and responsible proposers who have met the minimum mandatory qualifications.

Disqualification Notices were provided to the three agencies that were not selected for not meeting the minimum mandatory requirements. One of the three agencies requested a Disqualification Review, which was reviewed by DCFS and the Disqualification Notice was subsequently rescinded. During this review process, DCFS received notification from a contractor that was no longer interested in obtaining a contract for this program.

Therefore, a total of 15 SOQs from 15 agencies are tentatively being recommended

for contract award. Three of the 15 agencies are currently not licensed by the CDSS' Community Care Licensing Division (CCLD). Therefore, a contract award for three of the agencies is contingent upon them successfully acquiring their CDSS' CCLD license.

IMPACT ON CURRENT SERVICES OR PROJECTS

Approval of the THPP-NMD contracts award will ensure uninterrupted services to youth at risk for homelessness and will help ensure the County's ability to provide supervised housing and supportive services.

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

CONCLUSION

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

Respectfully submitted,



BRANDON T. NICHOLS
Director



GUILLERMO VIERA ROSA
Chief Probation Officer

BTN:LM:RT:KR
LTI:SS:EC:aa

Attachments

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

APPENDIX A

TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR NON-MINOR
DEPENDENTS (THPP-NMD) SERVICES CONTRACT



BY AND BETWEEN

COUNTY OF LOS ANGELES

Department of Children and Family Services
Contract Administration Division
510 S. Vermont Street, 14-th floor
Los Angeles, CA 90020

AND

COUNTY OF LOS ANGELES

Probation Child Welfare Placement Services
11701 S. Alameda St., 2nd Floor
Lynwood, CA 90262

AND

(CONTRACTOR)

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions	3
3.0 WORK.....	9
4.0 PLAN OF OPERATIONS.....	9
5.0 TERM OF CONTRACT	9
6.0 CONTRACT SUM	10
6.1 Total Contract Sum	10
6.2 Written Approval for Reimbursement	10
6.3 Notification of 75% of Total Contract Sum.....	11
6.4 No Payment for Services Provided Following Expiration/Termination of Contract.....	11
6.5 Invoices and Payments.....	11
6.6 Preference Program Enterprises – Prompt Payment Program	14
6.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer....	14
6.8 Funding for the Contract	15
7.0 ADMINISTRATION OF CONTRACT – COUNTY	15
7.1 County’s Administration.....	15
7.2 County’s Program Director	15
7.3 County’s Program Manager	15
7.4 County’s Program Monitor	15
8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR.....	15
8.1 Contractor’s Program Manager	15
8.2 Contractor’s Authorized Official(s).....	16
8.3 Pre-Approval of Contractor’s Staff	16
8.4 Contractor’s Staff Identification.....	16
8.5 Background and Security Investigations.....	17
8.6 Confidentiality	17
9.0 STANDARD TERMS AND CONDITIONS	19
9.1 Amendments	19
9.2 Assignment and Delegation/Mergers or Acquisitions	19
9.3 Authorization Warranty.....	20

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.4 Complaints.....	20
9.5 Budget Reductions	20
9.6 Compliance with Applicable Laws.....	21
9.7 Compliance with Civil Rights Laws	21
9.8 Compliance with County’s Jury Service Program	22
9.9 Conflict of Interest	23
9.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List.....	24
9.11 Consideration of Hiring GAIN/START Participants	24
9.12 Contractor Responsibility and Debarment	24
9.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	26
9.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	26
9.15 County’s Quality Assurance Plan.....	27
9.16 Damage to County Facilities, Buildings or Grounds.....	27
9.17 Employment Eligibility Verification	27
9.18 Counterparts and Electronic Signatures and Representations	28
9.19 Fair Labor Standards	28
9.20 Force Majeure.....	28
9.21 Governing Law, Jurisdiction, and Venue	29
9.22 Independent Contractor Status.....	29
9.23 Indemnification.....	30
9.24 General Provisions for all Insurance Coverage.....	30
9.25 Insurance Coverage.....	33
9.26 Liquidated Damages	35
9.27 Most Favored Public Entity	36
9.28 Nondiscrimination and Affirmative Action.....	36
9.29 Non Exclusivity	37
9.30 Notice of Delays	37
9.31 Notice of Disputes.....	38
9.32 Notice to Employees Regarding the Federal Earned Income Credit	38
9.33 Left Blank Intentionally.....	38

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.34 Notices	38
9.35 Prohibition Against Inducement or Persuasion	38
9.36 Public Records Act	38
9.37 Publicity	39
9.38 Record Retention and Inspection-Audit Settlement	39
9.39 Recycled Bond Paper	40
9.40 Subcontracting	40
9.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	41
9.42 Termination for Convenience.....	42
9.43 Termination for Default.....	42
9.44 Termination for Improper Consideration	43
9.45 Termination for Insolvency	44
9.46 Termination for Non-Adherence of County Lobbyist Ordinance	44
9.47 Termination for Non-Appropriation of Funds	44
9.48 Validity	45
9.49 Waiver	45
9.50 Warranty Against Contingent Fees	45
9.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	45
9.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	45
9.53 Time off For Voting	46
9.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking.....	46
9.55 Compliance with Fair Chance Employment Hiring Practices.....	46
9.56 Compliance with the County Policy of Equity	46
9.57 Prohibition from Participation in Future Solicitation(s).....	47
9.58 Injury and Illness Prevention Program.....	47
9.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	47
10.0 UNIQUE TERMS AND CONDITIONS	47
10.1 Left Blank Intentionally.....	47
10.2 Former Foster Youth Consideration.....	47
10.3 Use of Funds	48

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
10.4 Federal Award Information.....	50
10.5 Contractor Accounting and Financial Reporting	50
10.6 Contractor Alert Reporting Database (CARD)	50
10.7 Child Abuse Prevention Reporting.....	50
10.8 Conduct of Program	51
10.9 Employee Benefits and Taxes.....	51
10.10 Fixed Assets	51
10.11 Shred Documents	51
10.12 Use of Funds	52
10.13 Hold Status, Do not Refer Status, Do not Use Status, Corrective Action Plan.....	52
10.14 State Energy Conservation Plan.....	54
10.15 Confidentiality Requirements for Probation.....	55
11.0 SURVIVAL.....	55

EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Auditor-Controller’s Handbook
Exhibit E	Confidentiality Agreements: E1 Contractor Acknowledgement and Confidentiality Agreement E2 Contractor Employee Acknowledgment and Confidentiality Agreement E3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit F	Information Security and Privacy Requirements
Exhibit G	Line Item Budget and Narrative
Exhibit H	User Complaint Report (UCR)
Exhibit I	County’s Administration
Exhibit J	Contractor’s Administration
Exhibit K	Confidentiality of CORI Information
Exhibit L	PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit M	Charitable Contributions Certification
Exhibit N	Equal Employment Opportunity (EEO)
Exhibit O	California Department of Social Services Community Care Licensing
Exhibit P	Payment Resolution Notification
Exhibit Q	Rate Notification

Exhibit R Internal Revenue Service Notice 1015
Exhibit S Service Delivery Site
Exhibit T Foster Care Programs Cost Data Report
Exhibit U Federal Award Information
Exhibit V Annual Expenditure Report

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR
NON-MINOR DEPENDENTS SERVICES**

This Contract made and entered into on this ___ day of, 20___, by and between the County of Los Angeles, hereinafter referred to as “County” and _____, hereinafter referred to as “Contractor.”

RECITALS

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

WHEREAS, the 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) Internal Revenue Code, specializing in providing Transitional Housing Placement Program for Non-Minor Dependents; and

WHEREAS, this contract shall provide services pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Program for Non-Minor Dependents in each County, including Los Angeles County, under Assistance Listing Number(s) 93.658; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide such services, and understands for purposes of this contract that Contractor considers itself a sub-recipient insofar as compliance with Office of Management and Budget (OMB) 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

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 W 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 Contract and then to the Exhibits according to the following priority:

Exhibits:

Exhibit A	Statement of Work
Exhibit B	Pricing Schedule
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Auditor-Controller's Handbook
Exhibit E	Confidentiality Agreements: E1 Contractor Acknowledgement and Confidentiality Agreement E2 Contractor Employee Acknowledgment and Confidentiality Agreement E3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
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Exhibit N	Equal Employment Opportunity (EEO)
Exhibit O	California Department of Social Services Community Care Licensing
Exhibit P	Payment Resolution Notification
Exhibit Q	Rate Notification
Exhibit R	Internal Revenue Service Notice 1015
Exhibit S	Service Delivery Site
Exhibit T	Foster Care Programs Cost Data Report
Exhibit U	Federal Award Information
Exhibit V	Annual Expenditure Report

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 9.1 (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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Abuse:** a situation in which a child suffers from any one or more of the following: 1) Serious physical injury inflicted upon the child by other than accidental means; 2) Harm by reason of intentional neglect or malnutrition or sexual abuse; 3) Going without necessary and basic physical care; 4) Willful mental injury, negligent treatment or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services; and 5) Any condition which results in the violation of the rights or physical, mental or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.
- 2.1.2 Agency:** a licensee who has been County certified as a THPP-NMD provider.
- 2.1.3 Bathroom:** a private room with a door, located within a THPP-NMD Unit that includes a functional full-size sink, toilet and bathtub and/or shower.
- 2.1.4 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.5 Budget:** the agency's itemized list of expenses that describes the use of the rate amount for THPP-NMD Participants that Contractor is required to provide on the State required Budget Form in the agency's Program Statement.
- 2.1.6 California Department of Social Services (CDSS), Community Care Licensing Division (CCLD):** the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.
- 2.1.7 Case Plan/Case Plan Update:** a written document which identifies the appropriate type of home (i.e. foster care, group home) to meet the Participant's placement needs and the County's plan to ensure the

Participant receives his/her required services while in foster care or probation.

- 2.1.8 Certified Employee:** an employee or volunteer certified by a licensed THPP-NMD Contractor to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the Contractor as meeting all requirements and regulations as defined herein. Certification by the Contractor authorizes the qualified employee/volunteer to have direct contact with THPP-NMD Participants when performing such activities as providing direct supervision, counseling, support and services to THPP-NMD Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).
- 2.1.9 Chief Probation Officer (CPO):** The County's Chief Probation Officer or successor.
- 2.1.10 Children's Health and Disability Prevention (CHDP) Program:** a plan that provides immunizations and health screenings. CHDP services are limited to physical examinations, lab tests and immunizations. The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.
- 2.1.11 Children's Social Worker (CSW):** County employees that are responsible for the THPP-NMD Participant's case plan, case plan updates, TILP and various other responsibilities regarding the THPP-NMD Participant's care and well-being.
- 2.1.12 Contractor's Program Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.13 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.
- 2.1.14 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.
- 2.1.15 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative function of the Contract.
- 2.1.16 Contractor Program Director:** the individual designated by the Contractor who is responsible for managing all phases of the Contractor's

operations and interfacing with the County Program Manager relating to this Contract.

- 2.1.17 Corrective Action Plan:** a plan developed by the County Program Manager to meet deficiencies in the Contractor's THPP-NMD program identified by the County Program Manager.
- 2.1.18 County:** the County of Los Angeles and includes the Department of Children and Family Services, and the Probation Department.
- 2.1.19 Day or Days:** whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.1.20 DCFS:** County's Department of Children and Family Services.
- 2.1.21 Decertified Employee:** an employee or volunteer of the Contractor whose authorization to work directly with THPP-NMD Participants has been revoked by either the Contractor or County Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP-NMD Participants.
- 2.1.22 Deputy Probation Officer (DPO):** Probation Officer(s) employed by the Probation Department who manages caseloads of youth under the supervision and custody of the Probation Department.
- 2.1.23 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.
- 2.1.24 Director:** Director of Department of Children and Family Services.
- 2.1.25 Extended Foster Care (EFC) –** a program which allows California to extend foster care up to age 21 for young adults who meet the federal participation criteria for continued eligibility after age 18, including those served under a State-Tribe IV-E agreement and supervised by Probation.
- 2.1.26 Facility:** all components of the THPP-NMD facility including administrative functions and the operation of the THPP-NMD unit.
- 2.1.27 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.28 Good Standing:** a provider shall not have a pattern of egregious deficiencies, which may have resulted in corrective action or other

administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.

- 2.1.29 Health and Education Passport Binder (HEP):** a binder that contains a summary of the THPP-NMD Participant's medical, psychological, and educational information.
- 2.1.30 Host Family:** a placement where the Participant lives with a caring adult who has been selected and approved by the Contractor. The Participant receives provider-based supportive services and the Host Family provides basic board and care for the Participant.
- 2.1.31 Independent Living Program (ILP):** the program authorized under Title 42, Section 677(a)(1) of the U.S. Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.
- 2.1.32 ILP Transition Coordinator (ILP TC):** a Department of Children and Family Services and Probation Department's Youth Development Services Division staff who assist both pre-Transition and Transition Age Youth, ages 14 and over to prepare for adulthood.
- 2.1.33 Licensee:** the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP-NMD facility for Non-Minor dependents.
- 2.1.34 Manual of Policies and Procedures (MPP):** the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).
- 2.1.35 Maximum Contract Sum:** the total amount to be paid under this Contract.
- 2.1.36 Monthly Allowance:** the portion of the rate paid by the provider to each foster Participant participating in THPP-NMD.
- 2.1.37 Neglect:** the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the Contractor to provide the care and protection necessary for the Participant's healthy growth and development. Neglect occurs when the Participants are physically or psychologically endangered.
- 2.1.38 Non-Minor Dependent:** a foster or probation youth who meets the criteria for participation in EFC.

- 2.1.39 One-Stop Career Center (One-Stop):** a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. Contractor may locate the closes One-Stop in Los Angeles County via the Internet at: www.laworkforce.org.
- 2.1.40 Participant:** a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.1.41 Permanent Adult Connection (PAC):** the person(s) a Participant has established a relationship with that is life-long and provides reliable support to the Participant.
- 2.1.42 Probation:** County's Probation Department.
- 2.1.43 Probation Child Welfare (PCW):** The section of the County's Probation Department that specifically serves children who are in foster care or at risk of entering foster care through the Juvenile Dependency Court.
- 2.1.44 Program:** the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- 2.1.45 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Contract with the Department.
- 2.1.46 Quality Assurance Plan:** a system developed by Contractor, which defines all necessary measures taken by the Contractor to assure that the quality of the Contractor's services will meet the Contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- 2.1.47 Request for Statement of Qualification (RFSQ):** A solicitation base on establishing a pool of Qualified Vendors to provide services through contract.
- 2.1.48 Remote Site Model (Also known as Scattered Site Model):** a single housing unit where the THPP-NMD Participants lives independently and where licenses staff do not live in the same building as the participants.
- 2.1.49 Service Planning Area (SPA):** one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services.

- 2.1.50 Single Site (Also known as Staffed Site):** a placement where the THPP-NMD Participant lives in an apartment, single family dwelling, or condominium rented or leased by the licensee, in which one or more adult employees reside and provide supervision.
- 2.1.51 State:** the government of California.
- 2.1.52 Statement of Qualification (SOQ):** A Contractor’s response to and RFSQ.
- 2.1.53 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.
- 2.1.54 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.55 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.56 Technical Review:** a County evaluation of a Contractor’s THPP-NMD program to ensure effective implementation and Contract compliance.
- 2.1.57 THPP-NMD Participant Record Folder (TPRF):** a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THPP-NMD Participant.
- 2.1.58 Transitional Housing Placement Program for Non-Minor Dependents Participant:** a foster or probation foster youth placed in a THPP-NMD Unit who also may be referred to as “Participant.”
- 2.1.59 Transitional Housing Placement Program for Non-Minor Dependents Staff Residential Unit (THPP-NMD Staff Residential Unit):** a location or official home where ONLY the adult employee(s) of the Contractor and their child(ren), if applicable reside(s) as specified in Health and Safety Code Sections 1559.110(d)(2) and (3).
- 2.1.60 Transitional Housing Placement Program for Non-Minor Dependents Unit:** the residence where the THPP-NMD Participant(s) resides, and may also be referred to as “Unit.”

- 2.1.61 Transitional Independent Living Plan (TILP):** a written service delivery plan that identifies the Participant's current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care.

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, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverable, goods, service, 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 PLAN OF OPERATIONS

Contractor has submitted a Plan of Operation which has received a letter of approval from the County and written approval from both the CCLD and the CDSS Program and Foster Care Audits and Rates Branch. Contractor's Plan of Operation will be submitted to County at initiation, with all changes being submitted within 30 days, and at renewal of the THPP-NMD Contract.

County may, during the term of this Contract, request that Contractor make revisions to its Plan of Operation by notifying Contractor in writing 30 days in advance of any proposed changes. Additionally, Contractor may submit a revised Plan of Operation to County at any time during the term of this Contract when Contractor makes changes to its program. County shall review such Plan of Operation revisions and provide approval of such changes to Contractor in writing.

All proposed changes are subject to review for full compliance with all applicable Federal, State, and Local Laws and must meet contract requirements. All updates to Plan of Operations must be approved by the County and Community Care Licensing prior to implementation in writing.

5.0 TERM OF CONTRACT

- 5.1 The term of this Contract will be one (1) year commencing after execution by the DCFS Director and CPO or their designees, or July 1, 2026, whichever is later, unless sooner extended or terminated, in whole or in part, as provided in this Contract.
- 5.2 The County will have the sole option to extend the Contract term for up to two (2) additional one (1) year periods for a maximum total Contract term of three (3) years.

Each such extension option may be exercised at the sole discretion of the DCFS Director and the CPO, or their designees as authorized by the Board of Supervisors.

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.

- 5.3 The Contractor must notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the DCFS at the address herein provided in Exhibit I (County's Administration).
- 5.4 The term of this Contract may also be extended by the DCFS Director and the Chief Probation Officer by written notice to the Contractor for a period of six (6) months beyond stated expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract.

6.0 CONTRACT SUM

6.1 Total Contract Sum

6.1.1 County and Contractor agree that in the event of State of California fails to pay the County for THPP-NMD services provided by the Contractor, the County is not financially liable to the Contractor.

6.1.2 County and Contractor agree that the payments referenced in this Contract are based on rates established by the California Department of Social Services, Foster Care Rates Bureau. County and Contractor agree that this is a firm-fixed price contract. Contract amount shall not exceed the Maximum Contract Sum. During the term of this contract, County shall compensate Contractor for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule based on the number of THPP-NMD Participants.

6.1.3 The Contractor shall not exceed the maximum capacity of ___ THPP-NMD Participants per month (based on full-month placement) and at the rate of compensation set forth in Exhibit B, Pricing Schedule.

6.2 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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

6.3 Notification of 75% of Total Contract Sum

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

6.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will 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 Contractor.

6.5 Invoices and Payments

6.5.1 The Contractor must invoice the County for Transitional Housing Placement Program for Non-Minor Dependents (THPP-NMD) Services, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) 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.

6.5.2 The Contractor's invoices must be priced in accordance with Exhibit G (Line Item Budget and Narrative). 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.

6.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, good, services, work hours and facility and/or other work for which payment is claimed.

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

6.5.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

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

6.5.6 **County Approval of Invoices**

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

- 6.5.7 Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within fifteen (15) days of the last day of the month in which the services were rendered. Any invoices submitted more than thirty (30) after the last of the month the services were rendered shall constitute as "past due invoice". Past due invoices must be submitted no later than sixty (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 will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (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 sixty (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 will also apply to the submission of the Contractor's final invoice.
- 6.5.8 Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 6.5.9 Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 6.5.10 In compliance with the Internal Revenue Services (IRS) requirements, Contractor must provide the Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 6.5.11 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding any other provision of this Contract, Contractor must return to County any and all payments, which

exceed the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

- 6.5.12 Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year and Contractor agrees that the County had no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Contract Sum for said Contract year.
- 6.5.13 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 in a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 6.5.14 County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Pricing Schedule, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 6.5.15 Contractor must have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 6.5.16 Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit G – Contractor's Line Item Budget and Budget Narrative. The line items must 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 will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or reallocation of the Budget, or a material change to the Scope of Work, Contractor must amend the Budget consistent with the changes and submit the Budget to the County Program Manager for approval.
- 6.5.17 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must notify the County of such a change within 30 days of that change taking effect. Contractor must request County's approval in writing for Line Item Budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions must not result in any

increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

- 6.5.18 Contractor must limit administrative and indirect costs to ten percent (10%) of the total expenditures of the contract funds.
- 6.5.19 County will prorate the payment for THPP-NMD participants that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days the THPP-NMD participants were actually served is the numerator and the number of days in the invoiced month is the denominator. Payment must commence as the admission date and end on the termination effective date.

6.6 Preference Program Enterprises – Prompt Payment Program

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

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

- 6.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 6.7.2 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.
- 6.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 6.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request 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.

6.8 Funding for the Contract

6.8.1 Transitional Housing Placement Program for Non-Minor Dependents is funded by Title IV-E Aid to Families with Dependent Children-Foster Care (AFDC-FC). Contractor must maintain eligibility for payment for AFDC-FC funding source.

6.8.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach.

7.0 ADMINISTRATION OF CONTRACT – COUNTY

7.1 County’s Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit I (County’s Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

7.2 County’s Program Director

The County’s Program Director, or designee, is the approving authority for individual Work Order solicitations and executions.

7.3 County’s Program Manager

The County’s Program Manager is County’s chief contact person with respect to the day-to-day administration of this Contract. The County’s Project Manager will prepare, and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.4 County’s Program Monitor

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

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 Contractor’s Program Manager

8.1.1 Contractor’s Program Manager is designated in Exhibit J (Contractor’s Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor’s Project Manager.

8.1.2 Contractor’s Project Manager will be responsible for Contractor’s day-to-day activities as related to this Contract and will coordinate with County’s Work Order Directors on a regular basis with respect to all active Work Orders.

8.1.3 The Contractor’s Program Manager must have at least three years’ administrative experience or supervisory experience over social work,

child care, or support staff providing direct services to children in an agency or in a community care facility with a licensed capacity of six or more, plus have a Bachelor's Degree from an accredited college or university as defined in Section 94302 of the Education Code.

Or

The Contractor's Program Manager must have at least five years of full-time experience working with former foster Transition Age Youth under Dependency for Juvenile Justice.

Or

Per Title 22, Division 6, Chapter 7, Section 86064, the Program Administrator/Manager Qualifications must have a Master's degree in behavioral science as defined in Section 94302 of the education code, or a graduate program approved by California Private Post-Secondary and Vocational Education Bureau with at least one year of administrative or supervisory experience over social work, child care or support staff of direct services to children in an agency or in a community care facility with a licensed capacity of six or more.

Or

Have a Master's Degree in a behavioral science from an accredited college or university, as defined in Section 94302 of the Education Code, and plus two years of employment as a social worker, in an agency serving children or in a group residential program for children in an agency or in a community care facility with a licensed capacity of six or more.

8.2 Contractor's Authorized Official(s)

8.2.1 Contractor's Authorized Official(s) are designated in Exhibit J (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

8.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

8.3 Pre-Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

8.4 Contractor's Staff Identification

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

8.5 Background and Security Investigations

- 8.5.1 Each of Contractor's staff and volunteers performing services under this Contract must undergo a criminal clearance with subsequent arrest notification, 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 if the member of Contractor's staff passes or fails the background investigation.
- 8.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 8.5.3 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in the Health and Safety Code, section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 8.5.4 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.
- 8.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.6 Confidentiality

- 8.6.1 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.

- 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 this Paragraph 8.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 8.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 8.6.4 Contractor must sign and adhere to the provisions of the Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement).
- 8.6.5 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit E2 (Contractor Employee Acknowledgment and Confidentiality Agreement).
- 8.6.6 Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
- 8.6.7 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential information that may come to Contractor's attention and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the relationship) containing Contractor's or County's confidential information related to this contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed back/crack that gains access to and some control over computer.

9.0 STANDARD TERMS AND CONDITIONS

9.1 Amendments

- 9.1.1 For any change which affects the scope work, contract term, contract sum, payments or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and the DCFS Director and the CPO, or their designees.

- 9.1.2 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 orders, an Amendment to the Contract must be prepared and executed by the Contractor and by the DCFS Director and CPO, or their designees.

- 9.1.3 The DCFS Director and CPO, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 5.0 (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 by the DCFS Director and CPO or their designees.

9.2 Assignment and Delegation/Mergers or Acquisitions

- 9.2.1 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.

- 9.2.2 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.

- 9.2.3 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.

9.3 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.

9.4 Complaints

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

- 9.4.1 Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 9.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 9.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 9.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 9.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 9.4.6 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.
- 9.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

9.5 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.

9.6 Compliance with Applicable Laws

9.6.1 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.

9.6.2 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 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.

9.7 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:

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

- 9.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 9.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 9.7.4 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.

9.8 Compliance with County's Jury Service Program

- 9.8.1 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](#).
- 9.8.2 Written Employee Jury Service Policy
- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under 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 agreement.

- If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor 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 Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 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 Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

9.9 Conflict of Interest

9.9.1 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.

9.9.2 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 8.8 will be a material breach of this Contract.

9.10 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.

9.11 Consideration of Hiring GAIN/START Participants

9.11.1 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.

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

9.12 Contractor Responsibility and Debarment

9.12.1 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.

9.12.2 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 this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.12.3 Non-responsible Contractor

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

9.12.4 Contractor Hearing Board

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

(2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

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

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

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

- 9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered

child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 9.14.2 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).

9.15 County's Quality Assurance Plan

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

9.16 Damage to County Facilities, Buildings or Grounds

- 9.16.1 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 Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 9.16.2 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 Contractor by cash payment upon demand.

9.17 Employment Eligibility Verification

- 9.17.1 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.

- 9.17.2 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.

9.18 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.

9.19 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.

9.20 Force Majeure

- 9.20.1 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").
- 9.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and

without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 9.20.3 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.

9.21 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 of Los Angeles.

9.22 Independent Contractor Status

- 9.22.1 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.
- 9.22.2 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.
- 9.22.3 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.
- 9.22.4 The Contractor must adhere to the provisions stated in Paragraph 8.6 (Confidentiality).

9.23 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.

9.24 General Provisions for all Insurance Coverage

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 Paragraph 9.24 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.

9.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
Contractorinsurance@dcs.lacounty.gov

- 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.

9.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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 must 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.

9.24.3 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.

9.24.4 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.

9.24.5 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.

9.24.6 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.

9.24.7 Waivers of Subrogation

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

9.24.8 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.

9.24.9 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.

9.24.10 Claims Made Coverage

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

9.24.11 Application of Excess Liability Coverage

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

9.24.12 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.

9.24.13 Alternative Risk Financing Programs

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

9.24.14 County Review and Approval of Insurance Requirements

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

9.25 Insurance Coverage

9.25.1 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

9.25.2 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.

9.25.3 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.

9.25.4 Unique Insurance Coverage

▪ **Sexual Misconduct Liability**

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

▪ **Professional Liability/Errors and Omissions**

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

▪ **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.

9.26 Liquidated Damages

9.26.1 If, in the judgment of the DCFS Director and the CPO, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DCFS Director and CPO, 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 DCFS Director and CPO, or their designee, in a written notice describing the reasons for said action.

9.26.2 If the DCFS Director and CPO determines that there are deficiencies in the performance of this Contract that the DCFS Director and CPO or their designee, deems are correctable by the Contractor over a certain time span, the DCFS Director and CPO 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 DCFS Director and CPO 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 will be agreed upon at such time 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.

9.26.3 The action noted in Paragraph 9.26.2 will 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.

9.26.4 This paragraph will 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 9.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.27 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 will be immediately extended to the County.

9.28 Nondiscrimination and Affirmative Action

9.28.1 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.

9.28.2 Contractor certifies to the County each of the following:

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

9.28.3 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.

9.28.4 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.

9.28.5 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.

9.28.6 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 9.28 when so requested by the County.

9.28.7 If the County finds that any provisions of this Paragraph 9.28 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 Civil Rights Department 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.

9.28.8 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.

9.29 Non Exclusivity

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

9.30 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.

9.31 Notice of Disputes

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

9.32 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.

9.33 Left Blank Intentionally

9.34 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 I (County's Administration) and J (Contractor's Administration). Addresses may be changed by either party contractor's giving ten (10) days' prior written notice thereof to the other party. The DCFS Director and CPO or their designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.35 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.

9.36 Public Records Act

9.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.

- 9.36.2** 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 an SOQ 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.

9.37 Publicity

- 9.37.1** 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 must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County will not unreasonably withhold written consent.

- 9.37.2** 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 of Los Angeles, provided that the requirements of this Paragraph 9.37 (Publicity) will apply.

9.38 Record Retention and Inspection-Audit Settlement

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 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.

9.38.1 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. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

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

9.38.3 If, at any time during the term of this Contract or within after the expiration or termination of this Contract, representatives of the County may 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 will 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.

9.39 Recycled Bond Paper

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

9.40 Subcontracting

9.40.1 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.

9.40.2 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.
- 9.40.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 9.40.4** 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.
- 9.40.5** 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.
- 9.40.6** The County's MAPD 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.
- 9.40.7** 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.
- 9.40.8** 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. The Contractor must ensure delivery of all such documents to:

County of Los Angeles
 Department of Children and Family Services
 Contracts Administration Division
Contractorinsurance@dcss.lacounty.gov

before any subcontractor employee may perform any work hereunder.

9.41 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 9.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 9.43 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

9.42 Termination for Convenience

- 9.42.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 9.42.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
- Stop work under the Work Order or under this Contract, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 9.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract or Work Order must be maintained by the Contractor in accordance with Paragraph 9.38 (Record Retention and Inspection/Audit Settlement).

9.43 Termination for Default

- 9.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued 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.
- 9.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 9.43.1, 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.

- 9.43.3 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 9.43.2 if its failure to perform this Contract, including any Work Order issued hereunder, 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 9.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 9.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 9.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 9.43, or that the default was excusable under the provisions of Paragraph 9.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 9.42 (Termination for Convenience).
- 9.43.5 The rights and remedies of the County provided in this Paragraph 9.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.44 Termination for Improper Consideration

- 9.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of 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.
- 9.44.2 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/>.

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

9.45 Termination for Insolvency

9.45.1 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.

9.45.2 The rights and remedies of the County provided in this Paragraph 9.45 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.46 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 Section 2.160.010](#). 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.

9.47 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 of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

9.48 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.

9.49 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 9.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 Warranty Against Contingent Fees

9.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement 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.

9.50.2 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.

9.51 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](#).

9.52 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 9.51 (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 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](#).

9.53 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 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](#).

9.54 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.

9.55 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 Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

9.56 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.

9.57 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.

9.58 Injury and Illness Prevention Program

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

9.59 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 **\$250 to a County officer for twelve (12) months after the date of the final** decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.60 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](#))

10.0 UNIQUE TERMS AND CONDITIONS

10.1 Left Blank Intentionally

10.2 Former Foster Youth Consideration

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

Contractor must give consideration (after County employees and GAIN/START participants as described in Section 9.11) for any such position(s) to qualified former foster youth. Contractor must notify of any new vacant position(s) within Contractor's firm by sending via U.S. mail or email, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles

Department of Children and Family Services
Attention: Division Chief, Youth Development Services
1933 South Broadway, 6th Floor
Los Angeles, CA 90007
youthds@dcsf.lacounty.gov

County of Los Angeles

Probation Child Welfare Placement Services
Attention: Director, Youth Development Services
11701 S. Alameda St., 2nd Floor
Lynwood, CA 90262
THPPNMD@probation.lacounty.gov

- 10.2.2 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) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 10.2.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

10.3 Use of Funds

- 10.3.1** All uses of funds paid to Contractor and other financial 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, must pay to County the full amount of Contractor's liability for such audit exceptions as determined by DCFS, upon demand by County.
- 10.3.2** Contractor must be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 10.3.3** Contractor must use THPP-NMD funds paid to and Expanded by Contractor only for the care and Services of THPP-NMD participants, in order to maintain the standards of care and services consistent with the Statement of Work and THPP-NMD payments received. By August 1 of each year, Contractor must submit to County a cost allocation plan, which

provides for the reasonable allocation of Contractor's Expenditure for the then current fiscal year. Contractors cost allocation plan must be developed in accordance with the principles included in OMB circular A-122 and Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D).

- 10.3.4** Contractor must Expend THPP-NMD funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in the Contract, for THPP-NMD participants. The determination of reasonable and allowable Expenditures must be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller's Handbook (Exhibit D). Any THPP-NMD funds not Expended in accordance with the above will be disallowed on monitoring/audit and will require repayment by Contractor. Any dispute regarding repayment of und is subject to the provisions outlined in Paragraph 9.0: Standard Terms and Conditions, Section 9.31, Notice of Disputes.
- 10.3.5** Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, Contractor and County agree that it is the intent of the parties that County must have the right to audit any and all use of THPP-NMDs funds, paid to and expended by Contractor, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THPP-NMD participants, and to determine the appropriate disposition of unallowable Expenditures.
- 10.3.6** Total accumulated unexpended funds (TAUF) must include (1) Contractor's un-Expended funds; and (2) Contractor's accumulated unexpended THPP-NMD funds received from County between July 1, 2026 through the expiration date of the most recently completed Contract term. If facts suggest the possibility of fraud or significant abuse, County reserves the right to review uses of unexpended funds accumulated in periods prior to July 1, 2026. Contractor's TAUF must be reflected on its Annual Expenditure Report (Exhibit V).
- 10.3.7** At the end of any given Contractor fiscal year, any TAUF that is equal to or less than one month budgeted revenues for County's THPP-NMD Program for its next fiscal year may be retained by Contractor for future use for the benefit of THPP-NMD participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that Contractor's TAUF, at the end of June 30, 2026 exceeds the TAUF Ceiling, Contractor must return to County a Cashier's check with the Annual Report to:

County of Los Angeles
Department of Children and Family Services

Attn: Accounting Division, Contract Accounting Services
510 S. Vermont Ave., 14th Floor
Los Angeles, CA 90020

10.4 Federal Award Information

Title 2, Code of Federal Regulations (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200.332, requires the County to provide Contractors with the details of every federal award and sub-award, as referenced on Exhibit U, Federal Award Information.

Payment for this Contract will be with 21% federal funds.

10.5 Contractor Accounting and Financial Reporting

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

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

10.6 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.

10.7 Child Abuse Prevention Reporting

10.7.1 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 at 1-800-540-4000 or the Child Abuse Reporting Electronic System at <https://reportchildabusela.org> whenever Contractor reasonably suspects that a child has been a victim of abuse or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

10.7.2 Contractor must 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 must include:

10.7.2.1 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.

10.7.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code gain knowledge of, or

reasonably suspect that a child has been a victim of abuse or neglect.

- 10.7.2.3 The assurance that all employees of Contractor and subcontractors understand that the safety of the child is always the first priority.

10.8 Conduct of Program

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

10.9 Employee Benefits and Taxes

- 10.9.1 Contractor must be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 10.9.2 County will 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.

10.10 Fixed Assets

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

10.11 Shred Documents

- 10.11.1 Contractor must ensure that all confidential documents and papers, as defined under state law (include, 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.
- 10.11.2 Documents for record and retention purposes in accordance with Subsection 9.38 (Record Retention and Inspection-Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

10.12 Use of Funds

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

10.13 Hold Status, Do not Refer Status, Do not Use Status, Corrective Action Plan

County may, during the normal course of its monitoring or investigation, place Contractor on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the County reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize a NMD or NMDs; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Subsections 10.13.2, 10.13.3, and 10.13.4 are internal DCFS/Probation Child Welfare (PCW) procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/PCW may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed NMDs. A copy of the County's current policies and procedures is attached herein as Exhibit L, DCFS/PCW THP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

10.13.1 Corrective Action Plan

When DCFS/PCW reasonably determines in its sole discretion, that a Contractor's deficiencies are amenable to correction, DCFS/PCW may require Contractor to provide a Corrective Action Plan (CAP) and DCFS/PCW and Contractor may enter into a Corrective Action Plan. A CAP shall serve as Contractor's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

10.13.2 Hold Status

Notwithstanding any other provision of this Contract, County retains the right to temporarily suspend referrals of NMDs to Contractor by placing Contractor on Hold Status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, PCW reasonably believes, in its sole discretion, that the Contractor has engaged in conduct which may jeopardize a NMD or NMDs; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with

a significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 10.15.1, and as further described in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

10.13.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, County retains the right to suspend referrals of NMDs to Contractor by placing Contractor on Do Not Refer Status (DNR Status), when County reasonably believes, in its sole discretion based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize a NMD or NMDs; there has been a serious event that may implicate the Contractor, is issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 10.13.1, and as further described in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the Contractor conforms to the CAP in terms of content and timeframe, or as provided in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

10.13.4 Do Not Use Status

Notwithstanding any other provision of this Contract, County retains the right to remove or cause to be removed any or all Placed Children from the Contractor's care by placing Contractor on Do Not Use Status (DNU Status), when County reasonably believes, in its sole discretion, based upon prima facie evidence that the Contractor has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the Contractor, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/pro Contractor grammatic requirement of this Contract for which the Contractor failed to take corrective action (when appropriate) pursuant to Subsection 10.13.1, and as further described in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures.

10.13.5 Notice Requirements

10.13.5.1 County will notify Contractor in writing within 72 hours of DCFS/PCW decision to place Contractor on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of Contractor's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing Contractor on Hold Status or implementing Do Not Refer or Do Not Use Status.

10.13.5.2 When DNR or DNU Status is recommended, the written notification letter will also invite Contractor to participate in a Review Conference (as described in Exhibit L) to discuss the County's decision and include a deadline by which the Contractor must indicate its intent to participate in the Review Conference (please refer to Exhibit L, DCFS/PCW THPP-NMD Contract Investigation/Monitoring/Audit Remedies and Procedures).

10.13.6 Disagreement with Decision

Contractor may challenge the County action in accordance with DCFS/PCW local agency policies and procedures then in effect, and thereafter, Contractor may appeal through the dispute resolution procedures described in Section 9.31, Notice of Dispute.

10.13.7 Termination Status

Nothing herein shall preclude the County from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either County or Contractor terminates this Contract for convenience or for default. County will suspend referrals of NMDs to Contractor and remove, Contractor or cause to be removed, all Placed NMDs from the Contractor's supervision. In such event, no DCFS local agency grievance policies and procedures will occur.

10.14 State Energy Conservation Plan

Contractor must be in compliance with the mandatory standards and policies related to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)),

Section 508 of the Clear Water Act (33 USC 1386), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFS Part 15).

10.15 Confidentiality Requirements for Probation

10.15.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the Contractor's care and possession is confidential, and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

10.15.2 Contractor's employees must be given copies of all cited code sections and Confidentiality of CORI Information (Exhibit L) to sign regarding confidentiality of the information in the juvenile records. Copies of the form must be sent to County Program Manager (Probation) within five (5) business days of start of employment.

10.15.3 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

11.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 6.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 8.6	Confidentiality
Paragraph 9.1	Amendments
Paragraph 9.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 9.6	Compliance with Applicable Laws
Paragraph 9.19	Fair Labor Standards
Paragraph 9.20	Force Majeure

Paragraph 9.21	Governing Law, Jurisdiction, and Venue
Paragraph 9.23	Indemnification
Paragraph 9.24	General Provisions for all Insurance Coverage
Paragraph 9.25	Insurance Coverage
Paragraph 9.34	Notices
Paragraph 9.38	Record Retention and Inspection/Audit Settlement
Paragraph 9.42	Termination for Convenience
Paragraph 9.43	Termination for Default
Paragraph 9.48	Validity
Paragraph 9.49	Wavier
Paragraph 9.57	Prohibition from Participation in Future Solicitation(s)
Paragraph 9.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 11.0	Survival

**County OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
PROBATION DEPARTMENT
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR
NON-MINOR DEPENDENTS (THPP-NMD) SERVICES CONTRACT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Chief Probation Officer of the Probation Department, and the Contractor has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that they are authorized to bind the Contractor. This contract may be executed in separate counterparts and may be delivered by electronic facsimile; each counterpart, when executed and delivered, shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

COUNTY OF LOS ANGELES

CONTRACTOR

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

By: _____
Name: _____
Title: _____

By: _____
Guillermo Viera Rosa
Chief Probation Officer
Probation Department

By: _____
Name: _____
Title: _____

Tax Identification Number

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

BY _____
David Beaudet, Senior Deputy County Counsel

Attachment B

THPP-NMD Contracts Effective July 1, 2026

#	AGENCY'S NAME	Contract Number	SPA
1	Aspiranet	24-0091-01	7
2	Aspiranet	24-0091-02	8
3	Daisy's House	24-0091-03	2
4	Daisy's House	24-0091-04	4
5	Daisy's House	24-0091-05	6
6	Dangerfield	24-0091-06	6
7	David and Margaret Home	24-0091-07	3
8	David and Margaret Home	24-0091-08	7
9	First Place for Youth	24-0091-09	2
10	First Place for Youth	24-0091-10	3
11	First Place for Youth	24-0091-11	4
12	First Place for Youth	24-0091-12	6
13	First Place for Youth	24-0091-13	8
14	Florence Crittenton Services of Orange County	24-0091-14	3
15	Florence Crittenton Services of Orange County	24-0091-15	6
16	Florence Crittenton Services of Orange County	24-0091-16	7
17	Florence Crittenton Services of Orange County	24-0091-17	8
18	Hillsides	24-0091-18	3
19	Human Edvancement	24-0091-19	1
20	Human Edvancement	24-0091-20	2
21	McKinley Children's Center	24-0091-21	1
22	McKinley Children's Center	24-0091-22	3
23	Olive Crest	24-0091-23	3
24	Olive Crest	24-0091-24	7
25	Optimist Boys Home and Ranch	24-0091-25	2
26	Optimist Boys Home and Ranch	24-0091-26	4
27	Penny Lane Centers	24-0091-27	1
28	Penny Lane Centers	24-0091-28	2
29	Renaissance Unlimited Homes	24-0091-29	3
30	Renaissance Unlimited Homes	24-0091-30	6
31	Renaissance Unlimited Homes	24-0091-31	8
32	St. Anne's Family Services	24-0091-32	4
33	Walden Family Services	24-0091-33	1
34	Walden Family Services	24-0091-34	2
35	Walden Family Services	24-0091-35	3