Board of Supervisors

Family & Social Services Cluster Agenda Review Meeting

DATE: May 20, 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):

a) **Department of Children and Family Services (DCFS):** Request to Approve Sole Source Amendments to Extend the Resource Family Support Services.

b) **DCFS:** Request to Approve Sole Source Amendments to Extend the Relative Home Assessment Services Contracts.

c) **Aging and Disabilities Department (AD)**: Authorization to Award and Execute Fiscal Year 2026-27 Subawards for Family Caregiver Support Program Services

III. **Presentation/Discussion Items:**

a) **DCFS:** Recommendation to Award Contracts to Provide Campership Program Services.

b) **AD:** Authorization to Award and Execute Fiscal Year 2026-27 Subaward for Senior Community Service Employment Program Services.

IV. Public Comment

V. Standing item(s) and those continued from a previous meeting of the Board of Supervisors or from a previous FSS Agenda Review meeting.
-- No items --

VI. Adjournment

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

Family_Social_Services@ceo.lacounty.gov

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/27/2026	
BOARD MEETING DATE	6/16/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th	
DEPARTMENT(S)	Children and Family Services and Probation	
SUBJECT	Contract Extension	
PROGRAM	Relative Support Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☒ Yes ☐ No	
	If Yes, please explain why: There are nine (9) CBOs providing Kinship Support Services under this contract. However, a sole source justification is needed because the Department no longer has the delegated authority to extend the contracts and an extension is needed to complete the pending solicitation process.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: **<u>$2,078,000</u>**	Funding source: Federal (25%) and Local Funds (75%)
	TERMS (if applicable): July 1, 2026, to December 31, 2026	
	Explanation: The current contract ends on June 30, 2026	
PURPOSE OF REQUEST	To use delegated authority to extend the contract from 07/1/26 to 12/31/26.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The current RSS contract, including the Relative Caregiver Emergency Fund (RCEF) process amendment, is scheduled to expire on June 30, 2026. The Contract Management Services request to extend the current contract through Fiscal Year 2026-27 is pending.	
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: Kinship Support is an evidence-based practice known to increase placement stabilization and decrease timelines to permanency for youth in Kin care. Service delivery is reflective of and responsive to the population served in LA County. LA County DCFS RSS Kinship is an active participant in the Department's efforts to eliminate racial disparity and disproportionality in LA County public child welfare.	
FAMILY FIRST PREVENTSION SERVICES ACT (FFPSA) LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: LA County DCFS RSS Kinship includes evidence-based practices (e.g., Kinship Navigation) as a part of its deliverables. The SOW was developed with an eye towards compliance with the CA FFPSA Clearinghouse.	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how RSS Kinship supports priority 1 – improving Child Protective Services – by improving outcomes for youth living with Kin caregivers. Despite their needs, research shows that kinship caregivers receive less support and fewer resources than other foster care families. Kinship caregivers tend to be older and single, to have poor health, to be under-employed, and to live at or below the Federal poverty level. Studies have shown that kinship caregivers have distinctive needs, including childcare, legal services, financial resources and or material goods. Given that child welfare agencies across the nation are increasingly utilizing kinship caregivers as the preferred placement for children in out-of-home care, it is imperative to address kinship caregiver needs. Providing adequate support to kinship caregivers improves well-being and permanency outcomes for children in their care by improving caregiver capacity and decreasing caregiver anxiety.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Derrick Perez-Johnson, CSA II, Prog. Mgr., (213) 804-2319, perezdb@dcfs.lacounty.gov;

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

LISA E. MANDEL
Acting Chief Deputy Director

June 16, 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 TO APPROVE SOLE SOURCE AMENDMENTS TO EXTEND THE RELATIVE SUPPORT SERVICES CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests approval of sole source amendments to extend eight (8) Relative Support Services (RSS) contracts with eight (8) providers to extend the contracts for six months, effective July 1, 2026 through December 31, 2026, to allow sufficient time to complete the Request for Proposals (RFP) process.

IT IS RECOMMENDED THAT THE BOARD

1. Delegate authority to the Director of DCFS, or designee, to execute amendments in substantially similar form to Attachment A, with the eight (8) RSS providers. The amendments will extend the contracts for six months, effective July 1, 2026 through December 31, 2026. The cost to extend these contracts for six months will not exceed $2,078,000, financed using 25 percent Title IV-E federal funds and 75 percent local funds. Sufficient funding will be included in the Fiscal Year 2026-2027 Recommended Budget.

2. Delegate authority to the Director of DCFS, or designee, to execute RSS contract amendments to increase or decrease the Maximum Annual Contract Sum by no more than 10 percent to accommodate an increase or decrease in the number of RSS participants to be served, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) the Director of DCFS notifies the Board and the Chief Executive Officer (CEO), in writing, within ten (10) business days of execution of the amendments.

3. Delegate authority to the Director of DCFS, or designee, to execute RSS contract amendments to incorporate changes as mandated by federal, State, or Municipal laws, regulations, or court orders, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days of execution of the amendments.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract to make changes to the scope of work or the terms and conditions to meet program needs, provided that: (a) prior County Counsel approval is granted and (b) the Director of DCFS, or designee, notifies the Board and the CEO in writing within ten (10) business days after execution of such amendment.

5. Delegate authority to the Director of DCFS, or designee, to terminate RSS 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 notifies the Board and CEO, in writing, within ten (10) business days of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

RSS/Kinship Support is an evidence-based practice known to increase placement stabilization and decrease timelines to permanency for youth in Kin Care. The RSS contracts provide relatives and caregivers with advocacy and assistance in securing vital support and funding resources, social and educational activities, coordinating events for caregivers and children; offering support groups, mentoring, and tutoring for youth, transportation services, and emergency assistance.

The RSS contract with Foothill Family in Service Planning Area (SPA) 3 will sunset effective June 30, 2026, and will not be renewed as per the contractor's request. The funding for Foothill Family will be reallocated to Spiritt Family Centers, current RSS contractor, to provide the service in SPA 3. The recommended action will help to ensure that services in SPA 3 continue at the current level.

The RSS contracts will expire on June 30, 2026. DCFS is currently completing an RFP solicitation for the RSS program. The amendments to extend are needed to prevent any lapse in service while the RFP solicitation is completed.

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 Contract Sum for the six-month contract extension will not exceed $2,078,000, financed using 25 percent Title IV-E federal funds and 75 percent local funds. Sufficient funding will be included in the Fiscal Year 2026-2027 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The RSS Demonstration Project was created in accordance to the Welfare and Institutions Code Section 18200, which in part, encourages counties to establish demonstration and experimental projects calculated to achieve objectives that strengthen, extend, and improve public welfare services and their administration.

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

Board Policy 5.100, Sole Source Contracts and Amendments, requires that the Board be notified if a department intends to extend the term of the current contact beyond its original term pending solicitation of a replacement system and/or services. However, DCFS did not provide the required notification to the Board as the original plan was to award contracts at an earlier date.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the RSS extension will ensure uninterrupted RSS services to relatives and caregivers and will help ensure the County's ability to provide support and resources to relatives and caregivers.

CONCLUSION

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

Respectfully submitted,

BRANDON T. NICHOLS
Director

BTN:LM:RT:KR
LTI:SS:ec

Attachments

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

AMENDMENT NUMBER XX

TO

RELATIVE SUPPORT SERVICES

CONTRACT NUMBER XX

WITH

XX

RELATIVE SUPPORT SERVICES
AMENDMENT NUMBER XX
CONTRACT NUMBER XX

This Amendment Number XX (Amendment) to the Relative Support Services contract (Contract) Number XX, is made and entered into by and between the County of Los Angeles (COUNTY), and XX (CONTRACTOR), on this first day of July, 2026.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Relative Home Assessment Services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the Contract for six months effective July 1, 2026 through December 31, 2026, and;

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

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

1. **Standard Terms and Conditions, Section 4.0, Term, Subsection 4.1.7** is added to read as follows:

   4.1.7 The term of this Contract is extended for a six month period, beginning on July 1, 2026 through December 31, 2026, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2. **Standard Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1.8** is added to read as follows:

   5.1.8 The Maximum Annual Contract Sum is $XX for the contract period of July 1, 2026 through December 31, 2026.

3. Exhibits A-X, Line Item Budget and Narrative is added as part of Exhibit A-X – Line Item Budget and Narrative for the period of July 1, 2026 through December 31, 2026.

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

RELATIVE SUPPORT SERVICES
AMENDMENT NUMBER XX
CONTRACT NUMBER XX

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By: ______________________________

Name: ______________________________

Title: ______________________________

____
Tax Identification Number

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

By: ______________________________
David Beaudet, Senior Deputy County Counsel

Contractor	SPA	Contract Number	Current Contract Amount	6 mos. Amount	RSS Operational	RCEF
Antelope Valley Partner for Health	1	15-001-30	$567,600.00	$270,000.00	$241,000	$29,000
Penny Lane Centers	2	15-001-26	$567,600.00	$270,000.00	$241,000	$29,000
Spiritt Family Services	3	15-001-27	$567,600.00	$270,000.00	$241,000	$29,000
Children's Bureau (All for Kids)	4	15-001-28	$382,000.00	$182,000.00	$162,500	$19,500
SBCC	5	15-001-29	$382,000.00	$182,000.00	$162,500	$19,500
Aviva Family Services	6	15-001-34	$567,600.00	$270,000.00	$241,000	$29,000
Spiritt Family Services	7	15-001-31	$567,600.00	$270,000.00	$241,000	$29,000
Cambodian Assoc. of America	8	15-001-32	$382,000.00	$182,000.00	$162,500	$19,500
SBCC	8	15-001-33	$382,000.00	$182,000.00	$162,500	$19,500
			FY 25-26 total	Proposed totoal for 7.1.26 to 12.31.26	Proposed RSS operational for 7.1.26 to 12.31.26	Proposed RCEF for 7.1.26 to 12.31.26
			$4,366,000.00	$2,078,000.00	$1,855,000.00	$223,000.00

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100
SOLE SOURCE CHECKLIST

Department Name: Children and Family Services

☐ New Sole Source Contract

☑ New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
Date Existing Contract First Approved: 12/5/2016

Check (✓)	**JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS** **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one single source for the service exists.
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
✔	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
	➢ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

____________________________ ______________
Chief Executive Office Date

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/20/2026	
BOARD MEETING DATE	6/16/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th	
DEPARTMENT(S)	Children and Family Services and Probation	
SUBJECT	Contract Extension	
PROGRAM	Relative Home Assessment Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☒ Yes ☐ No	
	If Yes, please explain why: There are six (6) CBOs providing Kinship Support Services under this contract. However, a sole source justification is needed because the Department no longer has the delegated authority to extend the contracts and an extension is needed to complete the pending solicitation process.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: **<u>$6,650,893</u>**	Funding source: Federal (25%) and Local Funds (75%)
	TERMS (if applicable): July 1, 2026 to December 31, 2026	
	Explanation: The current contract ends on June 30, 2026	
PURPOSE OF REQUEST	To use delegated authority to extend the contract from 07/1/26 to 12/31/26.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The current RHAS contract is scheduled to expire on June 30, 2026. The Contract Management Services request to extend the current contract through Fiscal Year 2026-27 is pending. The Relative Support Services (RSS) Demonstration Project is comprised of two distinct services: Relative Home Assessment Services (RHAS) and Relative Support Services (RSS). The RHAS and RSS were designed to train and prepare relative caregivers to become resource placements for Court supervised/non-supervised children and Probation youth.	
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: Kinship Support is an evidence-based practice known to increase placement stabilization and decrease timelines to permanency for youth in Kin care. Service delivery is reflective of and responsive to the population served in LA County. LA County DCFS RSS Kinship is an active participant in the Department's efforts to eliminate racial disparity and disproportionality in LA County public child welfare.	
FAMILY FIRST PREVENTSION SERVICES ACT (FFPSA) LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: LA County DCFS RSS Kinship includes evidence-based practices (e.g., Kinship Navigation) as a part of its deliverables. The SOW was developed with an eye towards compliance with the CA FFPSA Clearinghouse.	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how RSS Kinship supports priority 1 – improving Child Protective Services – by improving outcomes for youth living with Kin caregivers. Despite their needs, research shows that kinship caregivers receive less support and fewer resources than other foster care families. Kinship caregivers tend to be older and single, to have poor health, to be under-employed, and to live at or below the Federal poverty level. Studies have shown that kinship caregivers have distinctive needs, including childcare, legal services, financial resources and or material goods. Given that child welfare agencies across the nation are increasingly utilizing kinship caregivers as the preferred placement for children in out-of-home care, it is imperative to address kinship caregiver needs. Providing adequate support to kinship caregivers improves well-being and permanency outcomes for children in their care by improving caregiver capacity and decreasing caregiver anxiety.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Bedrae Davis, CSA III, Prog. Mgr., (213) 763-4555, DavisB@dcfs.lacounty.gov

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
510 S. Vermont Avenue, Los Angeles, California 90020
(213) 351-5602

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

LISA E. MANDEL
Acting Chief Deputy Director

June 16, 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 TO APPROVE SOLE SOURCE AMENDMENTS TO EXTEND THE RELATIVE HOME ASSESSMENT SERVICES CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests approval of sole source amendments to extend ten (10) Relative Home Assessment Services (RHAS) contracts with six (6) providers to extend the contracts for six months, effective July 1, 2026 through December 31, 2026, to allow sufficient time to complete the Request for Proposals (RFP) process.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or designee, to execute amendments in substantially similar form to Attachment A, with the six (6) RHAS providers. The amendments will extend the contracts for six months, effective July 1, 2026 through December 31, 2026. The cost to extend these contracts for six months will not exceed $6,715,893, financed using 25 percent federal funds and 75 percent local funds. Sufficient funding will be included in the Fiscal Year 2026-2027 Recommended Budget.

2. Delegate authority to the Director of DCFS, or designee, to execute RHAS contract amendments to increase or decrease the Maximum Annual Contract Sum by no more than 10 percent to accommodate an increase or decrease in the number of RHAS participants to be served, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) DCFS notifies the Board and the Chief Executive Officer (CEO), in writing, within ten (10) business days of execution of the amendments.

3. Delegate authority to the Director of DCFS, or designee, to execute RHAS contract amendments to incorporate changes as mandated by federal, State, or Municipal laws, regulations, or court orders, provided that: (a) funding is available; (b) County Counsel approval is obtained prior to the execution of the contract amendments; and (c) DCFS notifies the Board and the CEO, in writing, within ten (10) business days of execution of the amendments.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments to the contract to make changes to the scope of work or the terms and conditions to meet program needs, provided that: (a) prior County Counsel approval is granted; and (b) the Director of DCFS, or designee, notifies the Board and the CEO, in writing, within ten (10) business days after execution of such amendment.

5. Delegate authority to the Director of DCFS, or designee, to terminate RHAS 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) DCFS notifies the Board and CEO, in writing, within ten (10) business days of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The RHAS contracts provide relative and Non-Related Extended Family Member (NREFM) caregiver applicants with Resource Family Approval (RFA) based on their suitability, commitment and qualifications to provide a home for child(ren).

Furthermore, the recommended actions will enable Los Angeles County (County) to continue providing relative and NREFM caregiver applicants with RFA based on their suitability, commitment and qualifications to provide a home for child(ren). Without the approval of the recommended actions, many County relative and NREFM caregiver applicants will not be approved to become caregivers.

The RHAS contracts with El Centro de Amistad in Service Planning Area (SPA) 2 and ChildNet's in SPA 8 will sunset effective June 30, 2026, and will not be renewed as per the contractor's request. The funding for El Centro de Amistad will be reallocated between

AVIVA and Penny Lane Centers, current RHAS contractors, to provide the services in SPA 2. The funding for ChildNet will be reallocated to Guardians of Love, a current RHAS contractor, to provide the services in SPA 8. The recommended actions will help to ensure that services in SPAs 2 and 8 continue at the current level.

The RHAS contracts will expire on June 30, 2026. DCFS is currently completing an RFP solicitation for the RHAS program. The amendments to extend are needed to prevent any lapse in service while the RFP solicitation is completed.

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 Contract Sum for the six-month contract extension will not exceed $6,715,893, financed using 25 percent federal funds and 75 percent local funds. Sufficient funding will be included in the Fiscal Year 2026-2027 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Relative Support Services Demonstration Project was created in accordance to the Welfare and Institutions Code Section 18200, which in part, encourages counties to establish demonstration and experimental projects calculated to achieve objectives that strengthen, extend, and improve public welfare services and their administration.

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

Board Policy 5.100, Sole Source Contracts and Amendments, requires that the Board be notified if a department intends to extend the term of the current contract beyond its original term pending solicitation of a replacement system and/or services. However, DCFS did not provide the required notification to the Board, as the original plan was to award contracts at an earlier date.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the RHAS extension will ensure uninterrupted RHAS services designed to provide relative and NREFM caregiver applicants with RFA based on their suitability, commitment, and qualifications to provide a home for child(ren) youth at risk for homelessness and will help ensure the County's ability to provide supervised housing and supportive services.

CONCLUSION

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

Respectfully submitted,

BRANDON T. NICHOLS
Director

BTN:LM:RT:KR
LTI:SS:ec

Attachments

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

AMENDMENT NUMBER XX

TO

RELATIVE HOME ASSESSMENT SERVICES

CONTRACT NUMBER XX

WITH

XX

RELATIVE HOME ASSESSMENT SERVICES
AMENDMENT NUMBER XX
CONTRACT NUMBER XX

This Amendment Number XX (Amendment) to the Relative Home Assessment Services contract (Contract) Number XX, is made and entered into by and between the County of Los Angeles (COUNTY), and XX (CONTRACTOR), on this first day of July, 2026.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Relative Home Assessment Services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to extend the Contract for six months effective July 1, 2026 through December 31, 2026, and;

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

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

1. **Standard Terms and Conditions, Section 4.0, Term, Subsection 4.1.7** is added to read as follows:

   4.1.7 The term of this Contract is extended for a six month period, beginning on July 1, 2026 through December 31, 2026, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2. **Standard Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1.8** is added to read as follows:

   5.1.8 The Maximum Annual Contract Sum is $XX for the contract period of July 1, 2026 through December 31, 2026.

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

RELATIVE HOME ASSESSMENT SERVICES
AMENDMENT NUMBER XX
CONTRACT NUMBER XX

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By: ______________________________

Name: ______________________________

Title: ______________________________

____
Tax Identification Number

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

By: ______________________________
David Beaudet, Senior Deputy County Counsel

COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100
SOLE SOURCE CHECKLIST

Department Name: Children and Family Services

☐ New Sole Source Contract

☑ New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
Date Existing Contract First Approved: 12/5/2016

Check (✓)	**JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS** **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one single source for the service exists.
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
✔	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
	➢ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

_______________________________ Chief Executive Office

_______________ Date

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/20/2026
BOARD MEETING DATE	6/9/2026
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Aging & Disabilities (AD)
SUBJECT	Authorization to Award and Execute Fiscal Year 2025-26 Subawards for Family Caregiver Support Program Services
PROGRAM	Family Caregiver Support Program (FCSP)
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why: N/A
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable
DEADLINES/ TIME CONSTRAINTS	These are new Subawards that will be effective 7/1/2026.
COST & FUNDING	**Total cost:** $ 6,448,000 — **Funding source:** Older Americans Act (OAA) Title III E **TERMS (if applicable):** One (1) year with three (3) annual renewal options for a maximum of four (4) years.
PURPOSE OF REQUEST	The purpose of this request is to: 1. Approve and authorize AD's Director, or designee, to award and execute FCSP Subawards with Human Services Association (HSA), Santa Clarita Valley Committee on Aging (SCVCOA), Special Service for Groups, Inc. (SSG), and University of Southern California (USC) for the term July 1, 2026 through June 30, 2027, with up to three one-year renewal options (maximum four-year term). The anticipated combined amount is $ 1,612, 000 for the initial 12-month term and $ 6,448,000 for the full term, including all options. 2. Approve and authorize AD's Director, or designee, to execute amendments to add, update, or modify federal, State, and County terms and conditions, and to adjust funding amounts—including increases or decreases exceeding ten percent (10%)—based on available funding or contractor performance, with County Counsel approval as to form and written notification to the CEO within thirty (30) Business days.

	3. Delegate authority to AD's Director, or designee, to terminate the Subaward for default, convenience, or at the Subrecipient's request, with prior County Counsel approval and written notification to the Board and CEO within ten (10) business days of such action.
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Department of Aging (CDA) designates the AD to operate as an Area Agency on Aging (AAA) for all areas of Los Angeles County, except the City of Los Angeles. AD receives funding from CDA to administer a variety of social service programs through contracted service providers, including FCSP. FCSP is designed to provide services to unpaid, informal caregivers caring for older individuals, and older relative caregivers primarily caring for a child or individual(s) with a disability(ies). FCSP is intended to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent or delay the need for a higher level of care for the care receiver. The purpose of FCSP is to help minimize the negative emotional, physical, and financial consequences of unpaid family caregiving by providing access to available support services.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: Not Applicable
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how: Not Applicable
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ashley Liang, Executive Assistant, (213) 880-4158, ALiang@ad.lacounty.gov

GET IN TOUCH
510 S. Vermont Avenue, Suite 1100
Los Angeles, CA 90020
ad.lacounty.gov
info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:
(800) 510-2020
Report Elder Abuse:
(877) 477-3646
Community & Senior Centers:
(800) 689-8514
Disability Information &
Access Line:
(888) 677-1199

June 9, 2026

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

Dear Supervisors:

AUTHORIZATION TO AWARD AND EXECUTE FISCAL YEAR 2026-27 SUBAWARDS FOR FAMILY CAREGIVER SUPPORT PROGRAM SERVICES

(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

The County of Los Angeles (County) Aging & Disabilities Department (AD) seeks authority to award and execute Family Caregiver Support Program (FCSP) Subawards with four (4) competitively procured service providers (Subrecipients) for Service Planning Areas (SPAs) 1, 2, 3, 6, 7 and 8. The Subawards are for the term effective July 1, 2026 through June 30, 2027, with delegated authority to subsequently execute up to three (3) annual renewal options (maximum four (4) year term) with Human Services Association (HSA), Santa Clarita Valley Committee on Aging (SCVCOA), Special Service for Groups, Inc. (SSG), and University of Southern California (USC), for an anticipated twelve (12) month combined amount of $1,612,000.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and authorize AD's Director, or designee, to award and execute the FCSP Subawards for the term effective July 1, 2026 through June 30, 2027, and subsequently execute up to three (3) annual renewal options for a maximum total Subaward term of four (4) years with; HSA, SCVCOA, SSG, and USC for an anticipated twelve (12) month combined amount of $1,612,000 (see Attachment I) or a maximum total of $ 6,448,000. AD will obtain County Counsel approval as to the form of the Subawards prior to executing Subawards and

will provide written confirmation to the Chief Executive Office (CEO) within thirty (30) business days of completing this action.

2. Approve and authorize AD's Director, or designee, to execute amendments with these Subrecipients, which serve the best interests of the County during the Subawards term as follows: 1) add new, relevant, or updated federal, State, County Subawards and/or other terms and conditions; and, 2) increase or decrease the Subawards amounts (including but not limited to baseline funds, one-time-only funds, and/or supplemental monies), which may exceed ten percent (10%) of the Maximum Subawards Sum, in response to the availability of funding and/or based on Subrecipient's performance provided that: (a) the total allocation does not exceed available funding; (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment; and, (c) AD provides written confirmation to the CEO within thirty (30) working days of completing this action.

3. Delegate authority to AD's Director, or designee, to terminate Subawards with Subrecipients upon Subrecipient's request, or to effectuate any of the termination provisions in the subaward(s), including termination for the convenience of the County, provided: a) County Counsel approval is obtained prior to termination of the Subawards, and b) the Director of AD, or designee, notifies the Board and the CEO in writing within ten (10) business days after such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

The California Department of Aging (CDA or State) contracts with and oversees the local Area Agencies on Aging (AAA) that coordinate a variety of services for older adults, adults with disabilities, informal caregivers, and family caregivers. CDA has designated AD to operate as an Area Agency on Aging for all areas of the County, except for the City of Los Angeles, which is served by another public agency. AD receives funding from CDA to administer various program services, which are implemented through Subawards with service providers. In this capacity, AD oversees the administration of a variety of social service programs, including FCSP.

FCSP is designed to provide services to unpaid, informal caregivers caring for older individuals, and older relative caregivers primarily caring for a child or individual(s) with a disability(ies). FCSP is intended to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent or delay the need for a higher level of care for the care receiver. The purpose of FCSP is to help minimize the negative emotional, physical, and financial consequences of unpaid family caregiving by providing access to available support services.

AD conducted a competitive Request for Proposals (RFP) solicitation, which resulted in HSA, SCVCOA, SSG, and USC being selected as the successful Proposers. Accordingly, AD intends to award and execute the resulting Subawards with these Subrecipients upon your Board's approval.

IMPLEMENTATION OF STRATEGIC PLAN

The recommended actions support the following Countywide Strategic Plan Goals:

- North Star 1, Focus Area Goal D, Strategy 7 (Older Adults & People with Disabilities) by supporting purposeful aging, enhancing service delivery and care, promoting accessibility, and championing an environment where the needs, health, well-being, and rights of older adults, people with disabilities, and those who are dependent are prioritized.

- North Star 2, Focus Area Goal A, Strategy 1 (Population Based Health) by focusing on our County health systems to improve health outcomes of individuals and communities with an emphasis on providing quality, accessible, and culturally responsive services.

- North Star 2, Focus Area Goal E, Strategy 4 (Disadvantaged Communities) Invest in and strengthen the economic capacity and infrastructure in historically disadvantaged and under-resourced communities.

FISCAL IMPACT/FINANCING

The FCSP is financed with federal Older Americans Act (OAA) Title III-E funds. The anticipated funding for the recommended FY 2026-27 Subawards is $1,612,000. The requested Board authority will allow AD to allocate funds for the FCSP Subawards annually for an anticipated four (4) year total of $6,448,000 for the Subaward term of July 1, 2026 through June 30, 2030 (which includes the three (3) annual renewal options). The FCSP funding will be included in AD's Fiscal Year 2026-27 Final Adopted budget. There is no net County cost associated with this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Subrecipients are in compliance with all Board and County requirements. The Subawards include standard County terms and conditions in addition to federal and State terms and conditions that are required for AD to administer/operate the program. Furthermore, the Subawards are not subject to the requirements of Proposition A, in which living wage laws would be applicable. AD will obtain County Counsel approval as to the form of the Subawards prior to their execution, as well as for any and all future amendments.

The original term of these Subawards will commence on July 1, 2026 through June 30, 2027, with AD having the sole option to extend the Subaward term for three (3) annual renewals options for a maximum total Subaward term of four (4) years.

CONTRACTING PROCESS

On February 3, 2026, AD released a competitive RFP solicitation (in accordance with federal, State, and County procurement standards) under proposal number AAA-FCSP-2627 RFP. AD sought qualified Proposers to provide FCSP services throughout Los Angeles County SPAs 1, 2, 3, 6, 7 and 8. Notification of this release occurred as follows:

- Newspaper Publication: AD advertised the RFP in the following newspapers general circulation in Los Angeles County and bordering counties: Los Angeles Times; Daily News; San Gabriel Valley Tribune; Long Beach Press Telegram; Torrance Daily Breeze; and La Opinion.

- Posting on Internal Services Department (ISD)/Office of Small Business (OSB) Website: In accordance with County requirements, AD posted notification of the RFP using multiple commodity/service codes associated with FCSP services. Based on WebVen registered vendors associated with those commodity/service codes, this notification was sent to approximately 3,574 potential Proposers.

- GovDelivery Notifications: AD utilizes GovDelivery, a web-based email subscription management system, which includes approximately 3,477 recipients that have signed up to receive news and information pertaining to contracting opportunities with AD. These recipients were notified regarding the release of this RFP.

A mandatory Proposers' conference was held to address questions received from potential Proposers, and no protests were received in response to the solicitation requirements.

AD received fifteen (15) proposals in response to the RFP. In accordance with County requirements, the proposals were reviewed and nine (9) were determined to be responsive and responsible. Evaluations were conducted by teams comprised of individuals from AD, who were subject matter experts in various areas including program operations, contract development, and finance/accounting. Of the nine (9) proposals evaluated, six (6) are recommended for award in SPAs 1, 2, 3, 6, 7 and 8. There were no protests in response to the evaluation and the recommendations of the award.

In accordance with Board Policy 5.130 (Contracting with Community Business Enterprise Firms) requiring disclosure of information pertaining to Community Business Enterprise (CBE) firms, AD has reflected this information in Attachment II. On final analysis and consideration of the awards, the successful Proposers were selected without regard to race, creed, or color.

MONITORING REQUIREMENT

Administrative, programmatic, and fiscal monitoring of the Subrecipient will be conducted on an annual basis to ensure contract compliance. Administrative and programmatic monitoring are completed by AD's Compliance Division. Fiscal monitoring is conducted by an approved vendor procured through the Los Angeles County Auditor-Controller's Master Agreement for As-Needed Contract Audits/Studies.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow for the continued provision of FCSP services Countywide. These services provide vital support and resources to the residents of Los Angeles County. As such, it is in the County's best interest to execute these Subawards.

CONCLUSION

Approval of the recommended actions will allow for the continued provision of FCSP services to clients in the areas served by the Subrecipients.

Should you have any questions, please contact me directly, or your staff may contact Ms. Ashley Liang, Executive Assistant, at ALiang@ad.lacounty.gov.

Respectfully Submitted,

Maral V. Karaccusian
Director

MK:VJ:SH:IP:or

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

Enclosures

ATTACHMENT I

FISCAL YEAR 2026-27 FAMILY CAREGIVER SUPPORT PROGRAM ALLOCATIONS

Subrecipient	Service Planning Area (SPA)	Funding Source		Total
		OAA Title III E (FCSP)	OAA Title III E (Older Relative) (FCSP-OR)	
Santa Clarita Valley Committee on Aging (SCVCOA)	SPA 1	$119,000	$4,000	**$123,000**
Santa Clarita Valley Committee on Aging (SCVCOA)	SPA 2	$139,000	$4,500	**$143,500**
Human Services Association (HSA)	SPA 3	$504,000	$15,500	**$519,500**
Special Service for Groups, Inc. (SSG)	SPA 6 [1]	$180,000	$6,000	**$186,000**
Human Services Association (HSA)	SPA 7	$308,000	$7,000	**$315,000**
University of Southern California (USC)	SPA 8	$322,000	$3,000	**$325,000**
Total		**$1,572,000**	**$40,000**	**$1,612,000**

[1] Funding for SPA 6 includes services for former SPAs 4 and 5. Certain zip codes previously designated under SPA 4 (90069 and 90014) have been reassigned to SPA 6, and SPA 5 has been fully merged into SPA 6 for service delivery purposes.

Los Angeles County Aging & Disabilities Department

Community Business Enterprise Program Information

FIRM INFORMATION *		Human Services Association (HSA)	Santa Clarita Valley Committee on Aging Corporation (SCVCOA)	Special Service for Groups, Inc (SSG)	University of Southern California (USC)
BUSINESS STRUCTURE		Non-Profit	Joint Powers Agency	Non- Profit	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP			
OWNERS/PARTNERS/BOARD	Black/African American	0 %	8 %	22 %	5 %
	Hispanic / Latino	86 %	%	11 %	30 %
	Asian / Pacific Islander	14 %	15 %	0 %	33 %
	American Indian	0 %	0 %	44 %	0 %
	Subcontinent Asian	0 %	0 %	0 %	0 %
	White	0 %	77 %	0 %	21 %
	Female (Included Above)	57 %	62 %	22 %	67 %

* Information was provided by the Proposer. On final analysis and consideration of award, successful Proposer was selected without regard to race, creed, or color.

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/20/2026	
BOARD MEETING DATE	6/16/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th	
DEPARTMENT(S)	Department of Children and Family Services	
SUBJECT	Execute four new contracts	
PROGRAM	Campership Program Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ 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	N/A current sole source contract set to expire 6/30/2026,	
COST & FUNDING	Total cost: $1,800,000	Funding source: 19.45 FFPSA, 47.22 FFS, 33.33 net county costs.
	TERMS (if applicable): 6/19/2026- 6/30/2029 with two one-year options to extend	
	Explanation: The contract amount for each of the proposed five-years of contract terms will be $200,000 in Net County Cost (NCC) each year; plus $400,000 in State Block Grant (SBG) for FYs 26/27 and 27/28; then $400,000 for FY 28/29 and 29/30 using DCFS savings. The fifth year additional funding is TBD. If all contract years are utilized, the total contact amount will be $2,600,000. Here is the funding chart for all proposed contract terms:	

TOTAL RFSQ CAMPERSHIP BUDGET OF $2,600,000						
Contract Year	**Contract Term**	**Budget Per Fiscal Year**	NCC	SBG	DCFS Savings	Total/ Term
1st Year	**06/19/2026 thru 06/30/2027**	**NCC $200,000 per fiscal year SBG $400,000 per fiscal year FY 26/27 TOTAL: $600,000**	**33.33%**	**66.67%**	**0.00%**	**100%**
2nd Year	**07/01/2027 thru 06/30/2028**	**NCC $200,000 per fiscal year SBG $400,000 per fiscal year * FY 27/28 TOTAL: $600,000**	**33.33%**	**66.67%**	**0.00%**	**100%**
3rd Year	**07/01/2028 thru 06/30/2029**	**NCC $200,000 per fiscal year SAVINGS $400,000 per fiscal year FY 28/29 TOTAL: $600,000**	**33.33%**	**0.00%**	**66.67%**	**100%**
4th Year	**07/01/2029 thru 06/30/2030**	**NCC $200,000 per fiscal year SAVINGS $400,000 per fiscal year FY 29/30 TOTAL: $600,000**	**33.33%**	**0.00%**	**66.67%**	**100%**
5th Year	**07/01/2030 thru 06/30/2031**	**NCC $200,000 per fiscal year FY 30/31 TOTAL: $200,000**	**100.00%**			
**** SBG Funds end 6/30/28**						

PURPOSE OF REQUEST	Award four new contracts as a result of a Request for Statement of Qualifications.
BACKGROUND (include internal/external issues that may exist including any related motions)	The Campership Program primary mission is to provide fun and educational camp experiences for DCFS supervised children. Camp opportunities will be offered intermittently throughout the year for approved youth, ages 6 through 17. Campership opportunities encourage and support important developmental outcomes for participating youth for growth and learning, and creates a safe place for them to build friendships, master new skills, gain independence, explore new experiences, and develop leadership skills. These experiences offer enrichment opportunities for youth, as well as provide constructive use of their leisure time during their off-school periods, and offer respite for their caregivers. All camps vendors are expected to provide a safe environment for children to enjoy nature and outdoor activities or specialized indoor programs, gain in self-confidence, and increase their resilience, social skills and social connectedness.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No Link to ARDI's Equity Lens: https://ceo.lacounty.gov/ardi/ If Yes, please explain how:
FAMILY FIRST PREVENTSION SERVICES ACT (FFPSA) LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No Link to BOS Priorities: https://ceo.lacounty.gov/category/priorites-initiative/ If Yes, please state which one(s) and explain how: The recommended services support the County's Strategic Plan North Star 2 – Foster vibrant and resilient communities, Focus Area Goal F. Community Connections: Invest in our communities and create public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected, and can access opportunities.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Aldo Marin, Board Liaison, (213) 371-6052, marina@dcfs.lacounty.gov

County of Los Angeles

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

510 S. Vermont Avenue, Los Angeles, California 90020

(213) 351-5602

BRANDON T. NICHOLS
Director

JENNIE FERIA
Chief Deputy Director

LISA E. MANDEL
Acting Chief Deputy Director

June 16, 2026

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

Dear Supervisors:

RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE CAMPERSHIP PROGRAM SERVICES (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval to award and execute contracts with Happy Trails for Kids, Wayfinder Family Services, UCLA UniCamp, and R.M. Pyles Boys Camp to provide Campership Program Services.

IT IS RECOMMENDED THAT THE BOARD

1. Delegate authority to the Director of DCFS, or designee, to execute contracts substantially similar to Attachment A, with Happy Trails for Kids, Wayfinder Family Services, UCLA UniCamp, and R.M. Pyles Boys Camp to provide Campership Program Services to DCFS supervised children. The term of the contract will be effective June 19, 2026, through June 30, 2029, with two one-year optional extensions. The Maximum Contract Budget for the initial term is $1,800,000, shared amongst the agencies, and financed by 33 percent net County cost (NCC) and 67 percent State Block Grant (SBG) funds for the first two years, then 33 percent NCC and 67 percent 2011 Realignment funds for the third year. The Maximum Annual Contract Budget for the first optional one-year extension is $600,000, financed by 33 percent NCC and 67 percent 2011 Realignment funds. The Maximum Annual Contract Budget for the second optional year is $200,000, financed by 100 percent NCC.

2. Delegate authority to the Director of DCFS, or designee, to execute substantially similar contracts with qualified camp vendors that meet the Request for Statement of Qualifications (RFSQ) requirements during the open submission periods, provided

that: a) funding is available; b) County Counsel approval is obtained prior to execution of such contract(s); and c) the Director of DCFS notifies the Board and the Chief Executive Office (CEO), in writing, within ten (10) business days of executing such contract(s).

3. Delegate authority to the Director of DCFS, or designee, to exercise each of the two (2) options to extend by written notice or amendment, provided that: a) sufficient funding is available; b) County Counsel approval is obtained; and c) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days after execution.

4. Delegate authority to the Director of DCFS, or designee, to execute amendments for programmatic changes to the Statement of Work, Terms and Conditions, increase or decrease the Maximum Annual Contract Budget not to exceed to ten (10) percent for the first four years of the contracts and to increase the Maximum Annual Contract Budget for the second optional one-year extension by up to $400,000 to match the funding for the first four years, provided that: a) County Counsel approval is obtained prior to execution of such amendments; and b) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days after execution.

5. Delegate authority to the Director of DCFS, or designee, to execute amendments for a contractor assignment and delegation of an agreement resulting from acquisitions, corporate mergers, business decisions or possible changes in ownership, and for contractors' name changes, provided that: a) County Counsel approval is obtained; and b) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days after execution.

6. Delegate authority to the Director of DCFS, or designee, to terminate the contract(s) for convenience or default provided that: a) County Counsel approval is obtained prior to termination; and b) the Director of DCFS notifies the Board and the CEO, in writing, within ten (10) business days.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DCFS Campership Program provides fun and educational camp experience to DCFS supervised children aged 6 through 17. It also provides constructive use of their leisure time during their periods off from school and offers time for their caregivers. Campership participation will assist children with experiencing personal growth, developing resiliency and confidence, building friendships and social connections, staying physically active, and learning the values of leadership. Camp sessions may be offered during different times of the year depending on the type of camp.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services support the County's Strategic Plan North Star 2 – Foster vibrant and resilient communities, Focus Area Goal F. Community Connections: Invest in our communities and create public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected, and can access opportunities.

FISCAL IMPACT/FINANCING

The Maximum Contract Budget for the initial term will be $1,800,000 effective June 19, 2026, through June 30, 2029, financed by 33 percent NCC and 67 percent SBG funds for the first two years, then 33 percent NCC and 67 percent 2011 Realignment funds for the third year. The Maximum Annual Contract Budget for the first optional one-year extension is $600,000 financed by 33 percent NCC and 67 percent SBG funds. The Maximum Annual Contract Budget for the second optional one-year extension is $200,000, financed by 100 percent NCC. DCFS will be seeking additional funding opportunities for the second optional one-year extension to match the funding levels of the first four years. If all options are exercised the Total Contract Budget will be $2,600,000. Funding is included in the Department's Fiscal Year (FY) 2026-2027 Recommended Budget and will be included in the subsequent FY budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Campership Program Services are for DCFS supervised children, including both children in foster care and in-home with parents and legal guardians. The Campership Program Services model is built upon the tenets of youth leadership and the importance of lived experience. Many of the camp counselors are young adults with lived experience in the child welfare system.

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

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

CONTRACTING PROCESS

DCFS requested approval from the California Department of Social Services (CDSS) to use the RFSQ to procure a five-year contract. The five-year term would allow DCFS to maintain continuity of services, improve efficiency, and reduce procurement costs related to the need to resolicit in three years. On September 28, 2023, CDSS approved this request (Attachment B).

On January 23, 2025, DCFS released the RFSQ to provide Campership Program Services. The RFSQ was advertised in eight community newspapers and posted on the Internal Services Department and DCFS websites. Email notifications were sent to vendors registered on the County webVEN and DCFS' contracted providers. On

February 20, 2025, a Proposer's Conference was held and eight agencies attended. On March 20, 2025, seven Statement of Qualifications (SOQs) were received from: Camp New Journey, Fulcrum Adventures, Happy Trails for Kids, Play'N Around Theatre Co, R.M. Pyles Boys Camp, UCLA UniCamp and Wayfinder Family Services. On April 2, 2025, the Responsiveness Reviews were completed, and five agencies did not meet the requirements and disqualification letters were sent on April 11, 2025. On May 28, 2025, Tentative Selection letters were sent to Happy Trails for Kids and Wayfinder Family Services.

On November 26, 2025, the RFSQ reopened to allow additional camp vendors the opportunity to participate in the RFSQ. On December 15, 2025, four SOQs were received from: Wayfinder Family Services, R.M. Pyles Boys Camp, UCLA UniCamp, and Ready Aim Fire. Ready Aim Fire did not meet the requirements and a disqualification letter was sent on January 16, 2026. On March 11, 2026, Tentative Selection letters were sent to: R.M. Pyles Boys Camp, Wayfinder Family Services, and UCLA UniCamp. The RFSQ will reopen as needed to increase the pool of qualified camp vendors to meet the needs of DCFS' supervised children.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DCFS to: 1) enrich the lives of DCFS approved children facing financial and cultural barriers and are unable to participate in a camp experience; and 2) provide a respite for the caregivers of the children who will be cared for by camp vendors during their camp experience.

CONCLUSION

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

Respectfully submitted,

BRANDON T. NICHOLS
Director

BTN:LM:RT:KR
LTI:CP:SK:ms

Enclosures

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

Attachment A

APPENDIX A

<u>SAMPLE CONTRACT</u>

CONTRACT BY
AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

(CONTRACTOR)

FOR

CAMPERSHIP PROGRAM

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CAMPERSHIP PROGRAM

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

FOR

CAMPERSHIP PROGRAM

This Contract ("Contract") made and entered into on this 1st day of July, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and ________, hereinafter referred to as "Contractor". ______________ is located at _____________________.

RECITALS

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

WHEREAS, the County may contract with private businesses for Campership Program services when certain requirements are met; and

WHEREAS, the County has determined that the services to be provided under this Contract are necessary to provides a fun and educational camp experience to eligible children, ages 6 through 17, under DCFS supervision and promote positive health, safety, permanency, and well-being for youth residing in the County of Los Angeles; and

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

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

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Technical Exhibits
Exhibit B	Pricing Sheet (Not attached to Contract)
Exhibit C	Line-Item Budget and Budget Narrative (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Auditor-Controller Contract Accounting and Administration Handbook

Unique Exhibits:

Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements
Exhibit K	Contribution and Agent Declaration Form

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

2 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 as governing body.

2.1.2 **Chief Executive Office or Chief Executive Officer**: means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

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

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

2.1.5 **Contractor's Program Director/Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.1.6 **County:** Means the County of Los Angeles and includes the Department of Children and Family Services.

2.1.7 **County Information:** All Data and Information belonging to the County

2.1.8 **County's Contract Analyst**: The person designated by the County to manage and facilitate the administrative functions of the Contract.

2.1.9 **County's Program Manager:** The County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

2.1.10 **Data:** A subset of Information comprised of qualitative or quantitative values.

2.1.11 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.12 **DCFS:** The County's Department of Children and Family Services.

2.1.13 **Director:** Director of the Department of Children and Family Services or his or her authorized designee.

2.1.14 **Incident:** A suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

2.1.15 **Information:** Any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

2.1.16 **Information Security Program:** Formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

2.1.17 **Information Technology:** Any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

2.1.18 **Integrity:** The condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

2.1.19 **Maximum Contract Budget:** The total of all Maximum Annual Budgets to fund services for Campership Program.

2.1.20 **Maximum Contract Sum:** The total amount the Contractor is eligible to be paid, if the rendered services are in adherence to this contract.

2.1.21 **Maximum Annual Contract Sum:** The total amount within the 12-month term that the Contractor is eligible to be paid, if rendered services are in adherence to this contract. Any unspent sum will not be eligible to be transferred to the next optional extended term if term is exercised.

2.1.22 **Risk:** A measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (1) the adverse impacts that would arise if the circumstance or event occurs; and (2) the likelihood of occurrence.

2.1.23 **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.

2.1.24 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.25 **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 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 TERM OF CONTRACT

4.1 The term of this Contract will commence on **July 1, 2026 through June 30, 2029** after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend the Contract term for up to two optional one-year period extensions, for a maximum total Contract term of five years. Each such extension option will be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension.

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 County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.

4.4 The Contractor must notify Department when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor will send written notification to the Department at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The parties agree that this is a Fixed Firm Fee for Service with an annual contract amount of $600,000 and a Maximum Contract Budget of $1,800,000, shared amongst the contractors for the contract term effective **July 1, 2026,** through **June 30, 2029**, with two one-year options to extend. The Maximum Annual Contract

Budget for the first optional extension is $600,000, and $200,000 for the second optional extension. If all options are exercised the total budget will be $2,600,000.

County and Contractor agree that County will compensate Contractor, as specified to Exhibit B, Pricing Sheet.

5.1.1 Contractor must maintain a system of record-keeping that will allow Contractor to determine when it has incurred 75 percent of the Maximum Annual Contract Budget authorization under this Contract. Upon occurrence of this event, Contractor must send written notification to the County at the address herein provided in Exhibit D, County's Administration.

5.1.2 Contractor's estimated budget is attached hereto and incorporated by reference herein as Exhibit C, Line-Item Budget herein referred to as "Budget." The line items must provide sufficient detail to determine the quality and quantity of services to be delivered based on the proposed number of children each vendor plans to serve during the total number of sessions per calendar year, but it is subject to change monthly based on the needs of the County. Contractor represents and warrants that the budget is true and correct in all respects and must deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Budget, or a reallocation of the Budget, or a material, change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.1.3 Contractor has prepared and submitted to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. Budgeted expenses must be reduced by applicable Contractor revenues, which are identified thereon. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered.

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

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

5.5.3 The Contractor must submit the invoices Technical Exhibit 1 of Statement of Work to the County as soon as possible after the end of the scheduled camp services or by the 30th business day following the end of the scheduled camp services.

5.5.4 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 S. Vermont Avenue, 14^{th} Floor
Los Angeles, CA 90020

Attention: Accounting Services, Contract Accounting Section

And a duplicate copy of the invoices must be emailed to:

County of Los Angeles
Department of Children and Family Services
Contract Section
510 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020

Attention: Lorna Schill, County Program Manager

5.5.5 County Approval of Invoices

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

5.5.6 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) days after the end of the scheduled camp services will constitute as “past due invoice”. Past due invoices must be submitted no later than sixty (60) days after the end of the scheduled camp services. 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 end of the scheduled camp services. 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 end of the scheduled camp services provided sufficient funds remain available under this Contract. These same time frames will also apply to the submission of the Contractor’s final invoice.

5.5.7 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.

5.5.8 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.

5.5.9 In compliance with the Internal Revenue Service (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.

5.5.10 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by CPM, or designee, 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 exceeds 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.

5.5.11 Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceeds the Maximum Annual Contract Sum for said Contract year.

5.5.12 Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.

5.5.13 County and Contractor agree that this is a firm-fixed priced 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 Sheet, for the services set forth in Exhibit A - Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.

5.5.14 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 a reallocation of the Budget, or a material change to the scope of work, Contractor must amend the

Budget consistent with any changes and submit the Budget to the CPM for approval.

5.5.15 Contractor, without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, and expenses, equipment, travel and indirect costs) of Contractor's approved budget. 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 CPM.

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

5.5.17 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 Unresolved Disallowed Costs

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

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

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

5.7.2 The Contractor 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.

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

5.7.4 At any time during the duration of the 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 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Program Manager

The role of the CPM is authorized to include:

6.2.1 Meeting with the Contractor Program Director (CPD) or Contractor Program Manager on a regular basis; and

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

The CPM or designee is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Analyst

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

7 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 Director/Manager

7.2.1 The CPD or Contractor 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 CPD or Contractor Program Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with CPM or designee on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Background and Security Investigations

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

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

7.4.3 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 will 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.

7.4.4 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.

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

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

7.5 Confidentiality

7.5.1 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.

7.5.2 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.

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

7.5.4 Contractor will sign and adhere to the provisions of Exhibit F1, "Contractor Acknowledgement and Confidentiality Agreement."

7.5.5 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).

7.5.6 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).

8 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, DCFS, and County's Board.

8.1.2 The County's Board or CEO 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, DCFS and County's Board or the Director or designee.

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

8.1.4 The DCFS Director, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

a) The Amendment must be in compliance with the applicable County, State and Federal regulations; and
b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
c) The Amendment is for a decrease or an increase, of not more than ten percent (10%).

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, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within five 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 procedure and provide the Contractor with approval of said procedure or with requested changes.
- If the County requests changes in the Contractor's procedure, the contractor must make such changes and resubmit the procedures within five 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 CPM of the status of the investigation within five 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 CPM within three business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

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

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

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

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

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

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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
Campership Program Contract Administrator
Department of Children and Family Services
Contracts Administration Division, Section Four

Contractorinsurance@dcfs.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, it's 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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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 $5 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. Contractor must meet or exceed all requirements of Public Utilities Code (PUC) Section 5391 and PUC General Order 101-E.

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

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability-Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $3 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 must secure and maintain cyber liability insurance coverage with limits of $2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

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

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

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28

(Nondiscrimination and Affirmative Action) when so requested by the County.

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

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

8.38.5 Contractor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.

8.38.6 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.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract;
- Documentation that all subcontractor staff who will have contact with children have been cleared through a live-scan, and
- Other pertinent information and/or certifications requested by the County.

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

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The CPM is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles

Department of Children and Family Services
Contract Section
510 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020

Attention: Lorna Schill, County Program Manager

8.40.9 Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor will maintain and make available upon request of CPM all the following documents:

8.40.9.1 An executed Exhibit F3 - Contractor Non-Employee

Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

8.40.9.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.

8.40.9.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number will not be identical to the Contractor's Tax Identification Number.

8.40.9.4 Contractor will provide CPM with copies of all executed subcontracts after CPMs approval.

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

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

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

8.42 Termination for Convenience

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

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

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

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

8.43 Termination for Default

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $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 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

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

9.2 Conduct of Program

9.2.1 Contractor will abide by all terms and conditions imposed and required by this Contract and will comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, will be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

9.3 Contract Accounting and Financial Reporting

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

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

9.4 Contractor Alert Reporting Database (CARD)

The County maintains databases that track/monitor Contractor performance History. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

9.5 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 whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

9.5.2 Contractor will ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility will include:

9.5.2.1 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 the 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.

9.6 Contract's Mandatory Orientation

9.6.1 Contractor will attend a mandatory orientation that will be provided by County within 30 to 90 days of the Contract Start Date.

9.7 Contract Negotiations

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

9.8 Employee Benefits and Taxes

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

9.8.2 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.

9.9 Former Foster Youth Consideration

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

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

9.9.1.1 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)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

9.10 Hours of Operation

9.10.1 The Contractor must be available to provide services during the hours set by the particular camp session schedules.

9.104.2 Contractor will obtain approval from the CPM prior to any modification of service provider and/or service delivery site hours.

9.10.3 Contractor will submit to the CPM data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

9.11 Use of Funds

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

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

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

9.11.3.1 Prior to the Contractor providing in-kind contributions, the Contractor will submit a written request to the CPM requesting written consent to provide in-kind contributions.

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 Shred Documents

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

9.13.2 Documents for record and retention purposes in accordance with Section 8.38, Record Retention and Inspection-Audit Settlement,

10 Survival

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

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement

Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Wavier
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Patent, Copyright and Trade Secret Indemnification
Paragraph 10	Survival

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer(s) on 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

By: ________________________________
BRANDON T. NICHOLS, Director
Department of Children and
Family Services

CONTRACTOR

____
Name of Agency

By: ________________________

Name: ________________________

Title ________________________

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

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov

CDSS

KIM JOHNSON
DIRECTOR

GAVIN NEWSOM
GOVERNOR

September 28, 2023

Leticia Torres-Ibarra
Contracts and Financial Analysis Bureau
Department of Children and Family Services
Los Angeles County
510 S. Vermont Avenue
Los Angeles, CA 90020

SUBJECT: CDSS APPROVAL TO PROCURE BY REQUEST FOR STATEMENT OF QUALIFICATIONS FOR FIVE YEAR CONTRACT TERMS

Dear Leticia Torres-Ibarra:

By letter to the California Department of Social Services (CDSS) dated July 14, 2023, Los Angeles County Department of Children and Family Services (DCFS) requested approval to issue a Request for Statement of Qualifications (RFSQ) solicitation for its Campership Program. DCFS also requested the contracts be for five-year terms. For the reasons stated below, CDSS approves the request.

DCFS's letter described the Campership Program's services, which provide educational camps for children, ages 6 through 17. The Program's camp activities support kin-gapped children and children in adoptive homes. The Program seeks to help children develop leadership skills, resiliency, confidence, to increase physical activity, and promote improved social connectivity.

DCFS is requesting CDSS approve the use of the RFSQ solicitation method for the Campership Program contracts. CDSS Manual of Policies and Procedures (MPP) section 23-650.1.17 allows counties to procure services through innovative methods of solicitation, subject to CDSS approval. Pursuant to MPP section 23-650.1.17.171, CDSS must assess the request for cost impact, overall benefits to the program, and whether the method's use would be contrary to the federal and state goals of encouraging maximum competition. CDSS finds that the County's RFSQ request is appropriate here because DCFS has demonstrated that the innovative solicitation method will have a positive impact on costs and will facilitate efficient procurement campership services on a continual and intermittent basis from a range of providers meeting certain minimum qualifications. Additionally, based on the Program's contracting needs, the described market for services, and the method's flexibility, an RFSQ procurement will encourage solicitation competition. Therefore, CDSS approves DCFS to contract for Campership Program services by using the RFSQ solicitation method.

DCFS has also requested approval to procure Campership services with five-year contract terms. DCFS's letter lists the benefits it expects to receive from an extended term. First, DCFS states the longer term will improve continuity of services. Second, DCFS states it will improve efficiency, and allow the Program to obtain additional camp options and expanded opportunities for year-round participation. According to DCFS, the resulting gained efficiencies will reduce procurement costs while increasing service capacity through improved vendor participation.

MPP section 23-621.1.15.152 allows contract terms of longer than three years after evaluating how the proposed term is likely to impact costs, provide overall benefit to the program, impact competition, and conform with procurement laws and regulations. Based on the specifics articulated in DCFS's letter, the request meets the MPP requirements. First, DCFS's letter sufficiently describes how the Program will benefit from a reduction in costs that will be provided by the extended term. DCFS points out the longer term will allow procurement costs to be spread over a longer period, leading to cost savings for both DCFS and vendors. Second, DCFS's letter notes it expects several other benefits to accrue, including higher service capacity and improved continuity of service. DCFS also expects five-year contracts will increase the number of year-round camp options by incentively greater vendor participation. DCFS stated the longer contract terms will also minimize the risk of disruption in services. Third, because the solicitation will be a rolling, open, and continuous procurement, contracting for five-year terms will not negatively impact market competition. Last, there does not appear to be anything in the proposal that would violate procurement laws.

Therefore, based on the above, CDSS approves DCFS's request to issue a Campership Program RFSQ solicitation with five-year contract terms.

For comments or questions, I may be reached at 916-654-1871 or Simone.Dumas@dss.ca.gov.

Sincerely,

Simone Dumas

Simone Dumas, Branch Chief
Contracts and Purchasing Services Bureau

BOARD LETTER/MEMO
CLUSTER FACT SHEET

☒ Board Letter ☐ Board Memo ☐ Other

CLUSTER AGENDA REVIEW DATE	5/20/2026
BOARD MEETING DATE	6/9/2026
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th
DEPARTMENT(S)	Aging & Disabilities (AD)
SUBJECT	Authorization to Award and Execute Fiscal Year 2026-27 Subaward for Senior Community Service Employment Program Services
PROGRAM	Senior Community Service Employment Program (SCSEP) Services
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why: N/A
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable
DEADLINES/ TIME CONSTRAINTS	This is a new Subaward that will be effective 7/1/2026.
COST & FUNDING	**Total cost:** $ 1,467,324 — **Funding source:** Older Americans Act (OAA) Title V **TERMS (if applicable):** One (1) year with three (3) annual renewal options for a maximum of four (4) years.
PURPOSE OF REQUEST	The purpose of this request is to: 1. Approve and authorize AD's Director, or designee, to award and execute the SCSEP Subaward for the term July 1, 2026 through June 30, 2027, and subsequently execute up to three (3) annual renewal options for a maximum total Subaward term of four (4) years with UAW-LETC for an anticipated twelve (12) month amount of $1,467,324, and a maximum total of $5,869,296, including all option years. AD will obtain County Counsel approval as to the form of the Subaward prior to executing the Subaward and will provide written confirmation to the Chief Executive Office (CEO) within thirty (30) business days of completing this action. 2. Approve and authorize AD's Director, or designee, to execute amendments with the Subrecipient, which serve the best interests of the County during the Subaward term as follows: 1) Add new, relevant, or updated federal, State, County Subawards and/or other terms and conditions; and, 2) increase or decrease the Subaward amount (including but not limited to baseline funds, one-time-only funds, and/or

	supplemental monies), which may exceed ten percent (10%) of the Maximum Subaward Sum, in response to the availability of funding and/or based on the Subrecipient's performance provided that: (a) the total allocation does not exceed available funding; (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment; and (c) AD provides written confirmation to the CEO within thirty (30) business days of completing this action. 3. Delegate authority to AD's Director, or designee, to terminate Subaward with the Subrecipient upon Subrecipient's request, or to effectuate any of the termination provisions in the Subaward, including termination for the convenience of the County, provided: a) County Counsel approval is obtained prior to termination of the Subaward, and b) the Director of AD, or designee, notifies the Board and the CEO in writing within ten (10) business days after such termination.
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Department of Aging (CDA or State) contracts with and oversees the local Area Agencies on Aging (AAA) that coordinate a variety of services for older adults, adults with disabilities, informal caregivers, and family caregivers. CDA has designated AD to operate as an Area Agency on Aging for all areas of the County, except for the City of Los Angeles, which is served by another public agency. AD receives funding from CDA to administer various program services, which are implemented through Subawards with service providers. In this capacity, AD oversees the administration of a variety of social service programs, including SCSEP. SCSEP is a job creation program that serves low-income persons aged fifty-five (55) years and older who have poor employment prospects (Participants) by: providing hands-on job training through part-time, subsidized work at community service agencies or government entities (Training Sites); assisting participants in transitioning to unsubsidized employment; and providing supportive services to assist with obtaining and maintaining employment.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how: Not Applicable
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how: Not Applicable
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ashley Liang, Executive Assistant, (213) 880-4158, ALiang@ad.lacounty.gov

LOS ANGELES COUNTY
Aging & Disabilities Department

GET IN TOUCH

510 S. Vermont Avenue, Suite 1100

Los Angeles, CA 90020

ad.lacounty.gov

info@ad.lacounty.gov

Aging & Adult Information & Assistance Line:

(800) 510-2020

Report Elder Abuse:

(877) 477-3646

Community & Senior Centers:

(800) 689-8514

Disability Information & Access Line:

(888) 677-1199

June 9, 2026

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

Dear Supervisors:

AUTHORIZATION TO AWARD AND EXECUTE FISCAL YEAR 2026-27 SUBAWARD FOR SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM SERVICES

(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

The County of Los Angeles (County) Aging & Disabilities Department (AD) seeks authority to award and execute the Senior Community Service Employment Program (SCSEP) Subaward with one (1) competitively procured service provider (Subrecipient) to provide services Countywide, across Service Planning Areas (SPAs) 1, 2, 3, 4, 5, 6, 7, and 8.

The Subaward will be effective July 1, 2026 through June 30, 2027, with delegated authority to subsequently execute up to three (3) annual renewal options (maximum four (4) year term) with UAW-Labor Employment and Training Corporation (UAW-LETC) for an anticipated twelve (12) month amount of $1,467,324, and a maximum total of $5,869,296, including all option years.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and authorize AD's Director, or designee, to award and execute the SCSEP Subaward for the term July 1, 2026 through June 30, 2027, and subsequently execute up to three (3) annual renewal options for a maximum total Subaward term of four (4) years with UAW-LETC for an anticipated twelve (12) month amount of $1,467,324, and a maximum total of $5,869,296, including all option years. AD will obtain County Counsel

approval as to the form of the Subaward prior to executing the Subaward and will provide written confirmation to the Chief Executive Office (CEO) within thirty (30) business days of completing this action.

2. Approve and authorize AD's Director, or designee, to execute amendments with the Subrecipient, which serve the best interests of the County during the Subaward term as follows: 1) Add new, relevant, or updated federal, State, County Subawards and/or other terms and conditions; and, 2) increase or decrease the Subaward amount (including but not limited to baseline funds, one-time-only funds, and/or supplemental monies), which may exceed ten percent (10%) of the Maximum Subaward Sum, in response to the availability of funding and/or based on the Subrecipient's performance provided that: (a) the total allocation does not exceed available funding; (b) AD obtains County Counsel approval as to the form of the amendment prior to any such amendment; and (c) AD provides written confirmation to the CEO within thirty (30) business days of completing this action.

3. Delegate authority to AD's Director, or designee, to terminate Subaward with the Subrecipient upon Subrecipient's request, or to effectuate any of the termination provisions in the Subaward, including termination for the convenience of the County, provided: a) County Counsel approval is obtained prior to termination of the Subaward, and b) the Director of AD, or designee, notifies the Board and the CEO in writing within ten (10) business days after such termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

The California Department of Aging (CDA or State) contracts with and oversees the local Area Agencies on Aging (AAA) that coordinate a variety of services for older adults, adults with disabilities, informal caregivers, and family caregivers. CDA has designated AD to operate as an Area Agency on Aging for all areas of the County, except for the City of Los Angeles, which is served by another public agency. AD receives funding from CDA to administer various program services, which are implemented through Subawards with service providers. In this capacity, AD oversees the administration of a variety of social service programs, including SCSEP.

SCSEP is a job creation program that serves low-income persons aged fifty-five (55) years and older with poor employment prospects (Participants). The program provides SCSEP hands-on job training through part-time, subsidized work at community service agencies or government entities (Training Sites); assists participants in transitioning to unsubsidized employment; and provides supportive services to assist with obtaining and maintaining employment.

AD conducted a competitive Request for Proposals (RFP) solicitation, which resulted in UAW-LETC being selected as the successful Proposer. Accordingly, AD intends to award and execute the resulting Subaward with the Subrecipient upon your Board's approval.

IMPLEMENTATION OF STRATEGIC PLAN

The recommended actions support the following Countywide Strategic Plan Goals:

- North Star 1, Focus Area Goal D, Strategy 7 (Older Adults & People with Disabilities) by supporting purposeful aging, enhancing service delivery and care, promoting accessibility, and championing an environment where the needs, health, well-being, and rights of older adults, people with disabilities, and those who are dependent are prioritized.

- North Star 2, Focus Area Goal A, Strategy 1 (Population Based Health) by focusing on our County health systems to improve health outcomes of individuals and communities with an emphasis on providing quality, accessible, and culturally responsive services.

- North Star 2, Focus Area Goal E, Strategy 4 (Disadvantaged Communities) Invest in and strengthen the economic capacity and infrastructure in historically disadvantaged and under-resourced communities.

FISCAL IMPACT/FINANCING

The SCSEP is funded with federal Older Americans Act (OAA) Title V funds. The anticipated funding for the recommended FY 2026-27 Subaward is $1,467,324. The requested Board authority will allow AD to allocate funds for the SCSEP Subaward annually for an anticipated four (4) year total of $5,869,296 for the Subaward term of July 1, 2026 through June 30, 2030 (which includes the three (3) annual renewal options). The SCSEP funding will be included in AD's Fiscal Year 2026-27 Final Adopted budget. There is no net County cost associated with this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Subrecipient is in compliance with all Board and County requirements. The Subaward includes standard County terms and conditions in addition to federal and State terms and conditions required to administer the program. Furthermore, the Subaward is not subject to the requirements of Proposition A, in which living wage laws would be applicable. AD will obtain County Counsel approval as to the form of the Subaward prior to its execution, as well as for any and all future amendments.

The original term of the Subaward will commence July 1, 2026 through June 30, 2027, with AD having the sole option to extend the Subaward term for three (3) annual renewals options for a maximum total Subaward term of four (4) years.

CONTRACTING PROCESS

On March 3, 2026, AD released a competitive RFP solicitation (in accordance with federal, State, and County procurement standards) under proposal number AAA-SCSEP-2627 RFP. AD sought a qualified Proposer to provide SCSEP services throughout Los Angeles County SPAs 1, 2, 3, 4, 5, 6, 7, and 8. Notification of this release occurred as follows:

- Newspaper Publication: AD advertised the RFP in newspapers of general circulation in Los Angeles County and bordering counties: Los Angeles Times; Daily News; San Gabriel Valley Tribune; Long Beach Press Telegram; Torrance Daily Breeze; and La Opinion.

- Posting on Internal Services Department (ISD)/Office of Small Business (OSB) Website: In accordance with County requirements, AD posted notification of the RFP using multiple commodity/service codes associated with SCSEP services. Based on WebVen registered vendors associated with those commodity/service codes, this notification was sent to approximately 4,667 potential Proposers.

- GovDelivery Notifications: AD utilizes GovDelivery, a web-based email subscription management system, which includes approximately 3,437 recipients who have signed up to receive news and information pertaining to contracting opportunities with AD. These recipients were notified regarding the release of this RFP.

A mandatory Proposers' conference was held to address questions from potential Proposers, and no protests were received in response to the solicitation requirements.

AD received three (3) proposals in response to the RFP. In accordance with County requirements, the proposals were reviewed and one (1) was determined to be responsive and responsible. Evaluations were conducted by teams comprised of individuals from AD, who were subject matter experts in various areas including program operations, contract development, and finance/accounting. UAW-LETC, as the highest-ranked proposer, is recommended for award. There were no protests in response to the evaluation and the recommendations of the award.

In accordance with Board Policy 5.130 (Contracting with Community Business Enterprise Firms) requiring disclosure of information pertaining to Community Business Enterprise (CBE) firms, AD has reflected this information in Attachment I. On final analysis and consideration of the awards, the successful Proposer was selected without regard to race, creed, or color.

MONITORING REQUIREMENT

Administrative, programmatic, and fiscal monitoring of the Subrecipient will be conducted annually to ensure contract compliance. Administrative and programmatic monitoring are

completed by AD's Compliance Division. Fiscal monitoring is conducted by an approved vendor procured through the Los Angeles County Auditor-Controller's Master Agreement for As-Needed Contract Audits/Studies.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow for the continued provision of SCSEP services Countywide. These services provide vital support and resources to the residents of Los Angeles County. As such, it is in the County's best interest to execute this Subaward.

CONCLUSION

Approval of the recommended actions will ensure the continued provision of SCSEP services to clients in the areas served by the Subrecipient.

Should you have any questions, please contact me directly, or your staff may contact Ms. Ashley Liang, Executive Assistant, at ALiang@ad.lacounty.gov.

Respectfully Submitted,

Maral V. Karaccusian
Director

MK:VJ:SH:IP:or

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

Enclosure

Attachment I

Los Angeles County Aging & Disabilities Department

Community Business Enterprise Program Information

FIRM INFORMATION *		UAW-Labor Employment and Training Corporation (UAW-LETC)
BUSINESS STRUCTURE		Non-Profit
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP
OWNERS/PARTNERS/BOARD	Black/African American	33 %
	Hispanic / Latino	33 %
	Asian / Pacific Islander	0 %
	American Indian	0 %
	Subcontinent Asian	0 %
	White	34 %
	Female (Included Above)	0 %

* Information was provided by the Proposer. On final analysis and consideration of award, successful Proposer was selected without regard to race, creed, or color.