



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

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Fourth District

KATHRYN BARGER
Fifth District

December 16, 2021

TO: Interested Parties

FROM: Songhai Armstead, Executive Director
Alternatives to Incarceration Unit – Chief Executive Office

Subject: **REQUEST FOR STATEMENT OF INTEREST #CFCI-21-05
CONTRACTING FOR THIRD PARTY ADMINISTRATOR SERVICES FOR
CARE FIRST, COMMUNITY INVESTMENT FUNDS**

The Los Angeles County Chief Executive Office (CEO) Alternatives to Incarceration (ATI) Office is charged with developing and implementing justice reform efforts that fulfill the Board of Supervisor's (Board) vision of "Care First, Community Investment" (CFCI). The Board desires to invest locally generated unrestricted revenue to address the impact of injustice, in particular within the criminal justice systems. Public and community input and ideas were gathered by the County on a potential spending plan. As a result, recommendations were made that funds be provided to community-based organizations in the most efficient and expeditious way possible, preferably through using a Third-Party Administrator (TPA).

The purpose of this Request for Statement of Interest (RFSI) is to identify interest from TPAs who are willing and capable of providing the fiscal intermediary and administrative services detailed herein commencing in 2022. Respondents to this RFSI must be able to provide the full scope of TPA services listed in Attachment I (Statement of Work) as a single entity. Subcontracting may be allowed subject to prior approval of CEO. It is anticipated that the TPA will administer up to \$17 million of CFCI fund and \$5 million of non-CFCI funds, which will be allocated annually to support these services, including the funding that the TPA will disburse to Community-Based Organizations and non-profits (hereinafter referred to as "Service Providers") via grants or service contracts as a result of competitive solicitations with the goal of equitably increasing access to funding for community-based organizations who experience barriers to access for traditional County funding and addressing the impact of inequities within the criminal justice systems.

As a result of this RFSI, CEO may enter contract negotiations with a Respondent who, based upon their Statement of Interest Response (Response) to this RFSI, and any

Revised by Addendum 1 issued 12-22-2021

additional information that CEO may choose to gather from Respondent either orally, through optional interviews, or in writing, can meet the service needs of CEO for TPA services. The proposed contract shall be based on Attachment III (Contract).

The proposed TPA contract term shall begin upon execution and remain in effect for three (3) years, except as may be provided in the Contract. Within six months of contract execution, selected TPA(s) will be required to have awarded contracts with Service Providers for disbursement of the first year of funds. Accordingly, to permit the selected TPA's Service Providers to complete a full two (2) to three (3) years of service (two (2) years for non-CFCI funded programs and three (3) years for CFCI funded programs) with the potential for two one-year extensions, the County anticipates that the selected TPA may require a "wind down" period under its contract. In that event, the County will be prepared to extend the term of the selected TPA contract to allow it time to conclude and closeout Service Providers' contracts.

The TPA's compensation shall consist solely of an administrative fee for TPA services, not to exceed 15% of the funds, and reimbursement to pass through to the Service Provider for any reasonable additional cost of meeting the insurance requirements (if required as part of Service Provider awards) as required in Attachment III (Contract).

A. RESPONSE SUBMISSION INSTRUCTIONS

1. Respondents interested in being considered for a contract to provide the TPA services described in Attachment I (Statement of Work) and who meet the Minimum Requirements listed in Attachment II (Statement of Interest Response to Requested Information) must provide the following information to the location indicated in Section C (Submission of Response) below prior to the indicated deadline.
 - a. Complete the fillable form in Attachment II (Statement of Interest Response to Requested Information) and provide any additional information requested.
 - b. Provide resumes for staff proposed for the TPA contract.
 - c. Provide a complete set of financial statements, preferably audited, for the Respondent's most current and prior two (2) years.
 - d. Provide a client list with information requested in Attachment II (Statement of Interest Response to Requested Information).
2. False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response shall be sufficient cause for rejection of the Response. The review and determination in this area shall be at the sole judgment of the CEO and her judgment shall be final.

B. QUESTIONS/CONTACT INFORMATION/TIMELINE

All contact regarding this RFSI or any matter relating thereto must be in writing and e-mailed to:

ATISContracts@ceo.lacounty.gov

Virtual Conference (Not mandatory):

January 4, 2022, 2:00 p.m., PT

Those planning to attend, please RSVP by sending an email to: ATISContracts@ceo.lacounty.gov by December 30, 2021, 9:00 a.m., PT. A link to the virtual conference will be sent to those who RSVP.

Deadline for submitting questions via email: January 3, 2022, 12:00 p.m., Pacific Time (PT)

Questions and Responses Posted:

January 11, 2022, posted to the ATI website at:

<https://ceo.lacounty.gov/ati/third-party-administrators-for-community-providers/>

C. SUBMISSION OF RESPONSE

Responses to this RFSI must be received by **January 24, 2022, by 12:00 p.m. (PT)**. It is the responsibility of the Respondent to ensure that their Response is submitted before this deadline. Responses received after this deadline shall be eliminated from consideration by the CEO. Responses must be sent via email to:

ATISContracts@ceo.lacounty.gov

Failure to respond to all requested information may result in the Respondent not being considered. CEO reserves the right to waive any informality in a Response.

D. RESPONSE REVIEW AND SELECTION PROCESS

1. CEO reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFSI and to determine which Respondent, if any, best serves the interests of the County. As a result of this RFSI, the County may:
 - a. Request further information, documents, presentations, and/or conference call(s) or in-person interviews substantiating Respondent's qualifications, experience, and readiness to provide the services described in the RFSI;

- b. Enter into confidential contract negotiations with one or more Respondent(s) based on their Response; and/or
- c. Take no further action.

2. Response Selection Process

The selection process will begin upon timely receipt of the Response. Review of the Responses will be conducted in two phases. Phase One will be conducted by designated CEO staff, and Phase Two will be conducted by a Review Committee selected by the CEO. The Review Committee will conduct a comparative review to assess each Response as defined in the criteria listed below and rank the Responses.

a. Phase One – (Pass/Fail)

During Phase One, a pass/fail review will be made of the Responses to determine compliance with the submission deadline and the Minimum Requirements as indicated in Attachment II (Statement of Interest Response to Requested Information) of this RFSI. Failure by the Respondent to comply and demonstrate that it meets the Minimum Requirements may result in its Response being disqualified without further review and consideration in the CEO's sole discretion.

Verification of the Respondent's business status will be conducted by checking with all applicable databases which may include, but not be limited to, databases available with the California Secretary of State – Business Programs, Los Angeles County Debarment List, State's Suspended and Ineligible Provider List for Medi-Cal, Federal Debarment List (Office of Inspector General (OIG), Federal Excluded Parties List System (EPLS), and if applicable, a review of the Auditor Controller's Intranet website and the Contractor Alert Reporting Database reflecting past performance history on County contracts. CEO will contact Respondent in the event additional information is needed. Any Respondent appearing in one or more databases may be rejected in CEO's sole discretion.

b. Phase Two - (Comparative Review)

The Response will be reviewed on each of these factors:

- i. Appropriateness and suitability of the narrative response to Response Section 3.2.A on Respondent's TPA experience working with Service Providers as subrecipients to support outreach, education, engagement, communication, health systems and social service navigation, and/or other client support initiatives.

- ii. Appropriateness and suitability of the narrative response to Response Section 3.2.B on Respondent's mission statement and any experience the Respondent has working on TPA projects that connect to issues of inequities in low-income and underserved communities.
- iii. Appropriateness and suitability of the narrative response to Response Section 3.2.C on Respondent's experience generating funding opportunity and subrecipient processes that promote diversity and equity for small scale community-based projects.
- iv. Appropriateness and suitability of the narrative response to Response Section 3.2.D on the Respondent's experience providing programmatic support, technical assistance, coordination and monitoring of various subrecipients.
- v. Appropriateness and suitability of the narrative response to Response Section 3.3.A on how the Respondent will build collaborative partnerships with subrecipients providing supportive services for hard-to-reach and historically underserved communities across Los Angeles.
- vi. Appropriateness and suitability of the narrative response to Response Section 3.3.B on how the Respondent will collect and protect data from subrecipients and enter data into a County-provided reporting tool to report back on subrecipient projects.
- vii. Appropriateness and suitability of the narrative response to Response Section 3.3.C on the Respondent's proposed staffing plan for TPA services, including the resumes and duties for each of the proposed staff, if available, or a description of the requirements, or duty statement of the anticipated staff for this service.
- viii. Appropriateness and suitability of the narrative response to Response Section 3.3.D on the Respondent's proposed implementation plan to staff and start TPA services within 30 days of contract award.
- ix. Appropriateness and suitability of the narrative response to Response Section 3.3.E on the how Respondent will monitor the performance of any subcontractors.
- x. Appropriateness and suitability of the proposed TPA administrative percentage fee.
- xi. Appropriateness and suitability of the Respondent's Financial Capability.

3. It is the intent of this RFSI process to give CEO maximum flexibility in developing a contract. CEO reserves the right to consider all interested Respondents in a comprehensive manner to best serve the needs of the County of Los Angeles.
4. Qualified Respondents who are not selected for award of the CFCI TPA contract will be placed on a list of pre-qualified TPAs who can be solicited for interest in future CFCI TPA projects.

E. DEBRIEFINGS AND APPEALS

1. Upon completion of the Response review, the CEO will notify disqualified and non-selected entities via email and offer an opportunity for a debriefing. Respondents who wish to appeal, pursuant to the process set forth below, must first request and receive a debriefing. The debriefing will compare the requesting Respondent's Response with the review documents. The requesting Respondent shall be debriefed only on its Response. Because contract negotiations will not yet be completed, Responses from other Respondent's shall not be discussed or disclosed, although the CEO may inform the requesting Respondent of its relative ranking in comparison to the other Responses. Such Debriefing request shall be submitted by email within **three (3) business days** of the date shown on CEO's notification, to the contact below:

CEO Contract Analyst, Debriefing and Appeals
ATContracts@ceo.lacounty.gov

2. An appeal may be submitted within three (3) business days after the debriefing if the requesting Respondent is not satisfied with the results of the debriefing. Only appeals submitted from debriefed Respondents shall be considered. The CEO will consider an appeal, if such appeal would change the outcome of the contract award selection and is received in writing by the CEO by the deadline indicated in this Section E.1. An appeal will be denied if it is not received timely. Timely appeals must satisfy all of the following criteria:
 - a. The person or Respondent appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:
 1. The CEO committed a significant material error.
 2. A member of the Review Committee demonstrated bias in the conduct of the review.
3. Respondents will be notified by the CEO of the decision on any appeal which is received in a timely manner. Such notification will explain the basis for the decision. The CEO's decision on any appeal will be final.

4. Throughout the appeal review process, the CEO has no obligation to delay or otherwise postpone contract award based on a Respondent's appeal. In all cases, the CEO reserves the right to make a contract award(s) when it is determined to be in the interest of the County of Los Angeles.

F. NOTICE TO RESPONDENTS REGARDING THE PUBLIC RECORDS ACT

Responses to this solicitation shall become the exclusive property of the County, and will be disclosed under the California Public Records Act. Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets, and plainly marked by the Respondent as "Trade Secret", "Confidential", or "Proprietary". The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Response as confidential shall not be deemed sufficient notice of exception. The Respondent must specifically label only those provisions of their respective Response which are "Trade Secrets", "Confidential", or "Proprietary" in nature. 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 Response marked "Trade Secrets", "Confidential", or "Proprietary", Respondent agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

G. COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend, re-issue, or cancel this RFSI by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the <https://ceo.lacounty.gov/ati/third-party-administrators-for-community-providers/>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

H. CONFIDENTIALITY

1. As of the issue date of this RFSI and continuing until the final date for award of the proposed Contract, prospective Respondents are specifically directed not to hold meetings, conferences, or technical discussions with County personnel or County agents, except designated County personnel, pertaining

to this RFSI. Any Respondent found to be acting in any way contrary to this directive, shall be disqualified from entering any Contract that may result from this RFSI, in County's sole discretion.

2. Respondents hereby agree that by submitting a response to this RFSI, they shall maintain the confidentiality of each step of the RFSI process, including through negotiations and up to final award. All questions should be addressed to the designated County's CEO Contract Analyst listed in Paragraph B, above.
3. Subject to applicable laws, potential Respondents shall make reasonable efforts to maintain the confidentiality of this RFSI solicitation process until Contract award, inclusive of negotiations. If it is discovered that Respondent contacted, received and/or provided information from and/or to any County personnel, other potential Respondents, potential subcontractors, other than the person specified above, regarding this RFSI, Respondent will be ruled in violation of the stipulation set for herein. Failure to adhere to this stipulation set forth herein shall result in elimination of the Response from further consideration, as determined by County in its sole discretion.

I. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

Respondents are advised that it and any subcontractors must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Respondents are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) and the contract requirements prior to submitting a response to this solicitation. The successful Contractor will also be required to flow down this provision to its Service Providers.

SA:kh
Attachments (3)

Statement of Work (SOW)

1.0 Purpose

- 1.1 Contractor shall serve as a County of Los Angeles (County) Third Party Administrator (hereinafter referred to as “TPA”) to be a fiscal intermediary and administer Care First, Community Investment (hereinafter referred to as “CFCI”) funds and non-CFCI funds through grants and/or contracts with eligible Community-Based Organizations (hereinafter referred to as “Service Providers”) with the goal of equitably increasing access to funding for organizations who may experience barriers to access for traditional County funding and addressing the impact of injustice and inequities within the criminal justice systems.
- 1.2 The term “Service Provider” is defined as a Community-Based Organization that is awarded funding by Contractor through a solicitation process to receive a grant and/or provide services as provided in a fully executed contract. Service Providers are not required to have nonprofit status as a 501(c)(3) entity. Pursuant to this definition, the term “Service Provider” shall be considered separate and apart from the definition of a “Subcontractor” as provided under Paragraph 8.40 of the Contract. As a result, unless otherwise provided in Service Provider grant/contract, terms under the Contract that apply to Subcontractors will not apply to Service Providers, including but not limited to, Backgrounds and Security Investigation (Paragraph 7.5) Insurance (Paragraphs 8.24 and 8.25 of the Contract) and Invoicing (Paragraph 5.5 the Contract).
- 1.3 Contractor shall redistribute CFCI funds to Service Providers to provide services and/or direct community investment including, but not limited to, any of the following strategies listed below. Attached hereto and incorporated herein by this reference is Exhibit 1 Administered Programs – setting forth anticipated funding amounts for each Strategy and/or its respective programs.
 - 1.3.1 **Strategy 1** - Diversion, Behavior & Health: Focus on linkage to services and programs that can be provided to individuals to divert them away from the criminal justice system (including all points of intercept, from pre-detention/diversion through re-entry) and/or remove them from custody and assist them with placement into treatment services in lieu of incarceration. Specifically, the services may include, but are not limited to, linkages and referrals to community based mental health and substance use treatment, legal services for immigrants, and/or home visitation and promotoras models.
 - 1.3.2 **Strategy 2** - Economic Opportunity & Sustainability: Focus on services and programs that increase economic, employment and

entrepreneurial opportunities for criminal justice system-involved individuals and others from historically underserved communities. Specifically, the services may include, but are not limited to, supporting small business development, entrepreneurial trainings and supports, marketable skills development and employment opportunity linkage efforts.

1.3.3 **Strategy 3** - Education Access & Youth Development: Focus on services and programs to increase school attachment, assist youth in avoiding justice system contact, and increase their ability to thrive. Specifically, the services may include, but are not limited to, career/educational pathways, after school programming, and in-school and community-based social-emotional development programs.

1.3.4 **Strategy 4** - Housing: Focus on services and programs that address individuals who are unhoused or unsheltered or are at risk of becoming unhoused or unsheltered.

1.3.5 **Strategy 5** - Re-Entry: Focus on services and programs that assists individuals reentering the community after being incarcerated. Specifically, the services may include, but are not limited to, culturally affirming family reunification services, programming utilizing credible messengers to assist with violence interruption and/or supportive services for individuals with unresolved legal challenges.

1.4 County reserves the right to add strategies that generally align with those set forth in Paragraph 1.3.

1.5 Contractor shall develop a Service Provider application and eligibility process based on research and input from County-identified subject matter experts (SME) and community stakeholders through listening sessions and other engagement opportunities as agreed to by the County and Contractor to ensure services are in alignment with effective and equitable practices and the vision of the CFCI Advisory Committee.

1.6 Payments shall be made by the County to the Contractor as provided in Exhibit B (Pricing Schedule) of the Contract and in accordance with Paragraph 5.5 of the Contract.

2.0 Specific TPA Tasks

2.1 Solicitation Process Requirements

2.1.1 Contractor shall conduct a competitive solicitation to select and

award grants and/or contracts to Service Providers in accordance with Exhibit 1 Administered Programs, of this SOW. To the extent possible, Contractor will prioritize solicitations to potential Service Providers whose annual operating budget does not exceed \$1.5 million based on Services Provider's most current budget. Notwithstanding the foregoing, and depending on funding amounts and program types, Contractor, after consultation with County, may target solicitations to potential Service Providers whose most current annual operating budget is larger than \$1.5 million. Anticipated Service Provider awards may range from \$50,000 to \$250,000 with the option for certain programs to receive higher award amounts that may exceed \$1,000,000. Multiple awards may be made from a single solicitation.

2.1.1.1 In consultation with, and subject to approval from County, Contractor shall identify and utilize compensation methods for each Service Provider solicitation. Acceptable possible compensation methods include but are not limited to: 1) fixed price deliverables, 2) milestones, or 3) progress payments based on the award amount envisioned. All awards shall have performance measures and milestones and status of such shall be included in TPA's monthly/quarterly (depending on the program) reports to County. Reporting for CFCI funded programs will be quarterly. Reporting for the non-CFCI funded program will be monthly.

2.1.1.2 Contractor shall complete the form shown in Exhibit 3 (Service Provider Competitive Funding Opportunity) for each funding opportunity and submit to County's Project Manager to obtain prior approval from County before issuing a solicitation. County reserves the right to request additional information from Contractor.

2.1.1.3 Contractor shall have a process in place where Service Providers may submit their solicitation responses electronically. Acceptance of responses by email is acceptable.

2.1.2 Contractor shall ensure services and/or direct community investment are being provided equitably within the County, with an emphasis on significantly underserved communities. Contractor shall use the Justice Equity Needs Index (JENI) or other appropriate data or index, and shall ensure that service locations align with underserved communities and catchment areas identified by the County and

informed by the CFCI Advisory Committee and community stakeholders in the community listening sessions.

- 2.1.3 Contractor shall ensure that selected Service Providers are culturally competent and have experience providing services to historically underserved communities in the grant/contract catchment area. Contractor shall conduct outreach to potential Service Providers that includes organizations that reflect the diversity of the catchment area, including geographic diversity, as well as organizations serving other historically underserved and low income populations.
- 2.1.4 Contractor shall publicize new funding opportunities through the use of diverse mediums, including but not limited to, stakeholder convenings, ATI Unit Listservs, blogs, newsletters, press releases, social media, and annual reporting, to educate and engage stakeholders, the community, and potential funders.
- 2.1.5 Contractor, or its subcontractors, shall assess and address the capacity of Service Providers who have been selected to receive funding awards to provide and protect data and information requested by the County, providing technical assistance where needed to generate performance measures outlined by County. Attached hereto and incorporated herein by this reference are Exhibit 4, Performance Measures by Strategy: CFCI and non-CFCI Funded Programs, Strategies 2, 3, 4, and 5 , setting forth the data and information required to be generated pursuant to the Contract. County reserves the right to change the data and reporting requirements.
- 2.1.6 Contractor shall provide descriptions of efforts to assess and address technical assistance needs of potential Service Providers who could not meet Contractor's solicitation requirements. Applicants unable to meet the solicitation requirements should be informed of, and where possible, connected with capacity building efforts of which the Contractor is aware, in the community and within the County. This may include a webinar or interactive websites where organizations can identify potential capacity-building resources based on the general areas of need identified by the Contractor.
- 2.1.7 In the event Contractor does not qualify enough Service Providers to disburse the current year's allocation of County funds, County reserves the right to reduce the amount of Contractor's funding and compensation for the remaining period of the Contract.

2.2 Data and Information Gathering Implementation

2.2.1 Contractor shall ensure Service Providers have performance requirements that measure fidelity to the services provided in alignment with standard measures identified for each Strategy and specific measures identified based on identified program characteristics and capacity. County will create a reporting structure and Contractor will provide reporting on a monthly or quarterly basis depending on the program. Reporting for CFCI funded programs will be quarterly. Reporting for the non-CFCI funded program will be monthly. Measures of fidelity include performance measures of qualitative and quantitative data, including but not limited to the following:

2.2.1.1 Service Provider has sufficient staff capable of performing the tasks associated with services.

2.2.1.2 Services are provided in geographic areas within the County that have been underserved, which may include, but not be limited to, those residing in communities identified through JENI, or other appropriate data or index, after consultation and concurrence of County.

2.2.1.3 Intensity of services delivered to the client, which may include number of sessions received, or number and type of positive participant development strategies delivered.

2.2.1.4 Expected and actual number of participants, which may include:

a) Program projections of number of participants to be served;

b) The number of unique participants served including new and continuing participants;

c) Number of participants that successfully completed the program as defined in the Service Provider's contract or grant.

2.2.2 On a monthly/quarterly basis in accordance with Paragraph 2.2.1 of this SOW, the Contractor shall collect, assess, and report aggregate participant data as approved or requested by the County. Contractor shall require its Service Providers to obtain appropriate

authorizations for Release of Information from program participants/clients to collect and share information with the County and County's contractors for program administration and evaluation, data analysis and outcome tracking purposes. Aggregate participant data by identified timeframes may include, but is not limited to, the following:

2.2.2.1 Descriptive statistics and sociodemographic characteristics of participants; and

2.2.2.2 Impact of participation on relevant outcomes, including protective factors disaggregated by race, ethnicity, geographic location, types of services; and

2.2.2.3 Participant satisfaction, which may be measured through quantitative or qualitative methods depending on the program and type of services offered.

2.2.3 For only a small number of program types outlined in Exhibit 4, Contractor shall also collect and share through protected, encrypted mechanisms the following individual-level participant data to ensure that County can assess the impact of these programs on a participant's interaction with other systems and improve coordination:

2.2.3.1 Participant name

2.2.3.2 Participant date of birth

2.2.3.3 Participant booking number or social security number

2.2.3.4 Program start and end date

2.2.4 Contractor shall comply with all legal requirements, including without limitation, the confidentiality, data, HIPAA Rules and 42 CFR Part 2 requirements set forth in the Contract and any other applicable laws and regulations and shall require that Service Providers also comply with these requirements.

2.3 Service Provider Grant/Contract Requirement for Background Checks and Security Investigations

2.3.1 Service Providers are responsible for conducting background checks and security investigations on their staff and volunteers, conducting their own due diligence, and hiring staff or engaging volunteers with lived experience based on Service Provider's established plans, procedures, and standards for conducting background checks.

2.3.3 For Service Providers who will have regular or direct contact with

Youth, the elderly, the infirmed and other vulnerable populations, Contractor must verify if any Service Provider staff have been included in any state or federal sexual offender registry and shall not use any such Service Providers in programs serving these populations. Contractor may access records from the Megan's Law website (<http://www.meganslaw.ca.gov/>) to conduct a California state sexual offender registry check. For a national sexual offender registry search, Contractor may access the U.S. Department of Justice's website (www.nsopw.gov) and/or the Federal Bureau of investigations website (www.fbi.gov/scams-and-safety/sex-offender-registry). Contractor may include this process as part of its solicitation application process with Service Providers.

- 2.3.4 Contractor shall review and approve Service Providers' background check and security investigation plans making sure that adequate checks are to be conducted for those staff members and volunteers in sensitive positions which are to be identified in the plan. When Service Providers complete background checks and security investigations on staff and/or volunteers, Contractor will obtain and retain an attestation from each Service Provider that staff member and volunteer in sensitive positions underwent and passed background checks and security investigations in accordance with Service Provider's plan and that no staff or volunteers involved in funded programs are listed on any sexual offender registry. No staff member or volunteer in a sensitive position shall be permitted to performance services until such attestation is provided and approved by the Contractor. Contractor will be responsible to County for the accuracy of information provided by its Service Providers regarding background checks and security investigations.

2.4 Contract Reporting

- 2.4.1 Contractor shall provide a written and oral report to the CFCI Advisory Committee in order to receive feedback on a quarterly basis or as requested by the County. The report format and content shall be provided to County for review and approval seven (7) business days prior to presenting to the CFCI Advisory Committee. The report shall include but is not limited to the following:

- 2.4.1.1 Number of applications received for each funding award solicitation.
- 2.4.1.2 Number and amount of grant/contracts and names of awardees by strategy listed in Paragraph 1.3.
- 2.4.1.3 Remediation efforts undertaken by Contractor to assist

non-selected applicants with increasing their capacity and infrastructure.

- 2.4.1.4 Information on the Service Provider's program (e.g., geography, type of services provided, organizational capacity (years in operation, size of annual budget, number of staff), or target population served).
- 2.4.1.5 Provide summaries of marketing and equitable funding award efforts, including efforts to elicit applications and share information about contracted services and efforts to increase access to funding opportunities.
- 2.4.2 Contractor shall provide County with a quarterly and a fiscal year-end funding reconciliation report including an accounting of program fund receipts and program fund expenditures to Service Providers. The report shall include the following:
 - 2.4.2.1 Service Provider Information (Name, Strategy, Program, Grant or Contract Award).
 - 2.4.2.2 Billing Information (e.g., Strategies and Programs billed, grant or contract amount, grant or contract balance, billing metrics [e.g., milestones, deliverables, progress payments]), and time frame.
- 2.4.3 Identification of any grants and/or contracts cancelled due to a Service Provider's failure to meet administrative and programmatic requirements.
- 2.4.4 In consultation with, and approval from County, Contractor shall collect data specific to each strategy noted in Paragraph 1.3 of this SOW to evaluate the impact of Service Providers and provide to County a regular monthly/quarterly report in accordance with Paragraph 2.2.1 of this SOW.
- 2.4.5 Contractor shall provide to County a year one project timeline within 30 days of contract execution and quarterly updates thereafter. This project timeline should show how Contractor will achieve awarding of contracts with Service Providers for disbursement of the first-year funds within six months of grant and contract execution. The project timeline shall be subject to approval by County. In addition, Contractor shall provide to County an annual project timeline within 30 days of the start of each fiscal year.
- 2.4.6 Contractor shall report to the County and CFCI Advisory Committee

on a semi-annual basis on best practices, barriers to effectiveness, and identify methods for improving quality and efficiency on awarded contracts. Reports should include a dashboard with information, by strategy area, that displays numbers of service providers, types of services being provided, associated funding, number of program participants, and location of services being provided. The report format and content shall be provided to County for review and approval seven (7) business days prior to presenting to the CFCI Advisory Committee

2.5 Program Monitoring

- 2.5.1 Contractor shall be responsible for monitoring the performance of the Service Providers and their compliance with their grants and contracts. Contractor shall use quantitative and qualitative data to monitor program performance, report progress, and highlight benefits to participants and submit to the County on a monthly/quarterly basis in accordance with Paragraph 2.2.1 of this SOW. The report format and content is subject to final County review and approval.
- 2.5.2 Contractor shall conduct administrative and programmatic reviews to ensure Service Providers remain in compliance with the contract requirements. Contractor shall formally document administrative and programmatic deficiencies and have a mechanism in place to address repeated failures by the Service Provider. Contractor shall provide County with a copy of their findings within two (2) business days of documenting deficiencies.
- 2.5.3 In the event administrative deficiencies are identified and reported to the County, Contractor shall provide a Technical Assistance Plan to Service Providers including, but not limited to, budget, fiscal and programmatic record keeping as needed to meet Service Providers obligations under its contract with Contractor via webinar platform. The Technical Plan must include corrective action and a timeline for when Service Providers must complete such correction action. Contractor shall provide County with a copy of the Technical Assistance Plan.
- 2.5.4 Contractor shall cancel grants/contracts when Service Providers fail to meet administrative and programmatic requirements including failure to complete corrective actions outlined in Technical Assistance Plans and performance outcomes using result-based accountability. Notification must be made to County within ten (10) business days prior to cancelling a grant or contract with a Service Provider and provide facts showing the justification for cancellation.

2.5.5 Contractor shall ensure that all its Service Providers provide evidence of a complaint and resolution procedure including an attestation that such procedure includes applicable regulatory requirements and meets all local, State, and federal laws.

2.6 Additional Requirements

2.6.1 Prior to start of Service Provider programming, Contractor shall conduct a conference/orientation with Service Providers, either individually or as a group of Service Providers. County shall be notified of the orientations. The conference/orientation shall include, but is not limited to:

2.6.1.1 Provide an overview of how CFCI funds will be disbursed; and

2.6.1.2 Roles and responsibilities of Contractor and Service Providers; and

2.6.1.3 Reporting and Presentation Requirements

2.6.2 Contractor shall have quarterly check in meetings with Service Providers (or more frequently as needed) as part of the Technical Assistance process. County shall have the option to attend these meetings.

2.6.3 Performance Evaluation Meetings

2.6.3.1 County's Project Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if County's Project Manager determines it is necessary. A mutual effort will be made to resolve any problems identified.

2.6.3.2 After the first three (3) months of operation, regular performance evaluation meetings may be held quarterly in accordance with a mutually agreed upon schedule, or as required by County.

2.6.4 Contractor shall participate in County's CFCI program evaluation process.

2.7 Contract Closeout

In the event there are Service Provider grants or contracts with terms that expires after Contractor's Contract with the County expires, Contractor's

Contract may be extended in accordance with Paragraph 4 (Term) of the Contract.

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ADMINISTERED PROGRAMS

Programs administered by the TPA for Care First, Community Investment (CFCI) Funding:

CFCI-Funded Programs	Funding Amount *
<ul style="list-style-type: none"> • <u>Career/Education Pathway Programs</u> - Develop, implement and operate career pathway programs for all youth, including diversionary and foster youth, that includes community involvement and paid work experience in areas such as social work, civic engagement, arts and culture, and science, technology, engineering and mathematics (STEM) fields, including paid internships, fellowships and apprenticeships as well as financial literacy training. Create more educational pathways that successfully transition youth into college (e.g. Community Colleges, CSUs, and UCs) and help them navigate into the higher education system. 	\$3,000,000.00
<ul style="list-style-type: none"> • <u>Culturally Affirming Family Reunification, Pre-Trial Family Support</u> - Supportive services, counseling and support and restorative justice circles for family members; parenting classes; pre-trial family support (including management of child support); help families better understand legal process and legalese to interpret meaning; and support to people returning home and their family members understand terms of community supervision in order to adhere to court and community supervision requirements. 	\$2,000,000.00
<ul style="list-style-type: none"> • <u>Re-envision Youth After-School and Summer Programs</u> - Fund and expand after school programs and summer programs, including those that focus on academics/tutoring (such as financial literacy programs), rites of passage, youth development, arts and culture, and mentoring, and are led by community groups as well as school community coalitions. Programs should include training local and emerging youth artists in the community to create culturally relevant artwork for the community run by arts and culture organizations. 	\$4,000,000.00
<ul style="list-style-type: none"> • <u>Youth-Specific Housing Interventions</u> - Invest in housing programs and interventions that are tailored for at-risk youth and system-impacted transition-age youth. Housing 	\$4,000,000.00

for youth should be informed by individuals with lived experience with the foster care and/or juvenile justice systems, and also implemented by providers with lived experience. As should be the case for all sub-populations, CFCI dollars should not be used to fund youth housing interventions that expand the surveillance of families, and supportive services should be provided but not required in order to access youth housing programs.	
<ul style="list-style-type: none"> • <u>Support Services for Returning LGBTQI+ Residents</u> - Expand and create new programs, services, and drop-in centers to serve transgender and LGBTQI+ residents returning to the community from incarceration. Services and programs include work force development, legal services, transitional housing, mental health services, food distribution, gender-affirming clothing, immigration services, technology training, HIV prevention services, and COVID-19 prevention and education. 	\$1,000,000.00
<ul style="list-style-type: none"> • <u>Reentry Programming for Women</u> - Fund reentry programming for women returning to the community after incarceration. This programming will serve the unique needs of women involved in the criminal justice system. Programming will promote healthy connections to children, family, significant others, and the community; address substance abuse, trauma, and mental illness; provide women with opportunities to achieve self-sufficiency and reduce recidivism. The program will hire community health care workers to provide case management and will incorporate housing and legal services to ensure safety and healing for the clients 	\$3,000,000.00
<u>TOTAL</u>	\$17,000,000.00

*Line items and amounts may be modified based on County's needs.

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ADMINISTERED PROGRAMS

Programs administered by the TPA for non-CFCI funding:

Non-CFCI Funded Programs	Funding Amount *
• <u>Grants to Justice-Focused Community-Based Organizations</u> - Grants to justice-focused community-based organizations (CBOs) to support strategic planning and assessment of post-pandemic programmatic operations, as well as strengthening fiscal and development and fundraising capacity.	\$5,000,000.00
<u>TOTAL</u>	\$5,000,000.00

*Line items and amounts may be modified based on County's needs.

Service Provider Competitive Funding Opportunity

Date of Request: Click or tap here to enter text.

Name of Funding Opportunity: Click or tap here to enter text.

Strategy: Click or tap here to enter text.

Targeted areas: Click or tap here to enter text.

Dates of Solicitation: Click or tap here to enter text.

Type of Solicitation: Click or tap here to enter text.

Total Dollar amount to be awarded: Click or tap here to enter text.

Anticipated Number of Awards: Click or tap here to enter text.

Dollar Amount of Awards: Click or tap here to enter text.

Compensation Method: ☐ Milestone ☐ Deliverable ☐ Progress Payments

Insurance Required: ☐ Yes ☐ No

Additional Information:

Click or tap here to enter text.

Noted and Approved:

Vincent Holmes

Date

**ATTACHMENT I
EXHIBIT 4**

Performance Measures by Strategy: CFCI and non-CFCI Funded Programs, Strategies 2, 3, 4 and 5

Program	Strategy	Proposed Performance Measures, including but not limited to:
Grants to Justice-Focused CBOs (Non-CFCI funded program)	<u>Strategy 2: Economic Opportunity and Sustainability</u>	<ul style="list-style-type: none"> Standard aggregate information: <ul style="list-style-type: none"> # and type of activities / services available # and characteristics of individuals who access services Pre/post self-reported protective factors Participant satisfaction
Re-envisioned After-School and Summer Programs (CFCI funded program)	<u>Strategy 3: Education Access and Youth Development</u>	<ul style="list-style-type: none"> Standard aggregate information: <ul style="list-style-type: none"> # and type of activities / services available # and characteristics of youth who access services Pre/post self-reported protective factors Participant satisfaction
Career/Education Pathway Programs (CFCI funded program)		
Youth-Specific Housing Interventions (CFCI funded program)	<u>Strategy 4: Housing</u>	<ul style="list-style-type: none"> Standard aggregate information: <ul style="list-style-type: none"> # and type of activities / services available # and characteristics of youth who access services Pre/post self-reported protective factors Participant satisfaction
Culturally Affirming Family Reunification, Pre-Trial, Family Support (CFCI funded program)	<u>Strategy 5: Reentry</u>	<ul style="list-style-type: none"> Standard aggregate information: <ul style="list-style-type: none"> # and type of activities / services available # and characteristics of youth who access services Pre/post self-reported protective factors Participant satisfaction Individual-level identifying information: <ul style="list-style-type: none"> First Name Last Name Date of Birth Booking # (if relevant) Social Security # Program start and end date
Support Services for Returning LGBTQI+ Residents (CFCI funded program)		
Reentry Services for Women (CFCI funded program)		

STATEMENT OF INTEREST RESPONSE TO REQUESTED INFORMATION

1.0 INSTRUCTIONS

Provide your organization's complete responses in the following text entry fields below.

2.0 RESPONDENT CONTACT

Respondent shall identify a primary point of contact as part of its Response as follows:

Organization Name: Click or tap here to enter text.

Headquarters
Address: Click or tap here to enter text.

Click or tap here to enter text.

Organization
Website: Click or tap here to enter text.

Principal Point of Contact:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

3.0 RESPONSE QUESTIONS

3.1 Minimum Requirements

- A. Provide a narrative that demonstrates your organization, as the sole respondent, meets the following minimum requirement:

At least three (3) years of Third Party Administrative (TPA) experience as a fiscal intermediary administering and distributing at least \$10 million annually among multiple subrecipients including to Community-Based Organizations and/or nonprofits (hereinafter referred to as "Service Providers"); with processes in place to conduct administrative, program oversight, and monitoring of subrecipients funding to Service Providers and to provide technical assistance to Service Providers in order to meet the requirements to obtain grants and/or contracts with public and/or private organizations.

(General narrative here, client list requested in Section 3.6).

Narrative:

Click or tap here to enter text.

- B. If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- ☐ Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
- ☐ Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.
- ☐ Not applicable

3.2 Background and Experience

- A. Describe your organization's TPA experience working with Service Providers as subrecipients to support outreach, education, engagement, communication, health systems and social service navigation, and/or other client support initiatives.

Narrative:

[Click or tap here to enter text.](#)

- B. Describe your organization's mission statement and any experience your organization has working on TPA projects that connect to issues of inequities in low-income and historically underserved communities.

Narrative:

[Click or tap here to enter text.](#)

- C. Describe your organization's experience generating solicitations and subrecipient processes that promote diversity and equity for small scale community-based projects.

Narrative:

[Click or tap here to enter text.](#)

- D. Describe your organization's experience providing programmatic support, technical assistance, coordination, and monitoring of various types of subrecipients.

Narrative:

[Click or tap here to enter text.](#)

3.3 Approach and Methodology

Provide a thorough but concise description of your approach, methodology, and staffing to administer third party funds to Service Providers by answering the following questions. Ensure your response to each question includes a detailed explanation and duration of time if applicable. **Include details on any part of the response that will be performed by subcontractors and indicate the name of the subcontractor organization, the work/services that will be performed by them and describe their experience in the subject area.**

- A. Describe how your organization will build collaborative partnerships with subrecipients providing supportive services for hard-to-reach and historically underserved communities across Los Angeles County.

Narrative:

Click or tap here to enter text.

- B. Describe how your organization will collect data from subrecipients and enter data into a County-provided reporting tool to report back on subrecipient projects in accordance with the reporting requirements in Attachment I (Statement of Work).

Narrative:

Click or tap here to enter text.

- C. Describe your organization's proposed staffing plan for TPA services including the duties of each staff member. Attach a copy of the resumes for each of the proposed staff, if available, or provide a description of the requirements, or duty statement of the anticipated staff for the TPA services.

Narrative:

Click or tap here to enter text.

- D. Provide a description of your organization's proposed implementation plan to staff and start TPA services within 30 days of Contract award.

Narrative:

Click or tap here to enter text.

- E. Provide a description of how your organization will monitor the performance of any subcontractors.

Narrative:

Click or tap here to enter text.

3.4 Proposed Administrative Fee

Propose the Administrative Fee for providing all TPA Services in Attachment I (Statement of Work) including any payment to subcontractors. County will reimburse TPA for the actual reasonable cost of providing insurance for Service Providers, in addition to the agreed upon Administrative Fee in the Contract. The Administrative Fee shall be capped at a maximum of 15% of funds administered.

Click or tap here to enter text.

3.5 Financial Capability

Attach copies of the organizations' most current and prior (2) years (for example 2018, 2019 and 2020) financial statements. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential. to the extent permitted by law, if so stamped on each page.

3.6 Client List

Attach a list of entities to whom your organization has provided TPA Services. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and experience working with Service Providers, the dollar amount of funding administered for each entity, and the number of subrecipients managed.

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CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[Insert Contractor Name]

FOR

THIRD-PARTY ADMINISTRATOR SERVICES

CONTRACT NUMBER:

**CONTRACT PROVISIONS
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- C Contractor's EEO Certification
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- H Safely Surrendered Baby Law

UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- I Charitable Contributions Certification
- J Compliance with Fair Chance Employment Hiring Practices Certification
- K Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- L Information Security and Privacy Requirements
- M Certification of Compliance Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

[Insert Contractor Name]

FOR

THIRD-PARTY ADMINISTRATOR SERVICES

This Contract ("Contract") is made and entered into this ____ day of _____, 2022, by and between the County of Los Angeles (hereinafter referred to as "County") and **[Insert Contractor Name]** (hereinafter referred to as "Contractor"). Contractor's administrative office is located at **[Insert Address]**.

RECITALS

WHEREAS, at the County of Los Angeles' Board of Supervisors ("Board") desires to address the longstanding disparities and limited community investments in the most underserved and impacted communities in the County; and

WHEREAS, the Board desires to use locally generated unrestricted revenue to invest in communities and alternatives to incarceration to address the impact of injustice---in particular within the criminal justice systems---and the Board does not wish to use these funds for carceral systems and law enforcement agencies; and

WHEREAS, public and community input and ideas were gathered by the County on a potential spending plan that would quickly move funds to community-based organizations; and

WHEREAS, on August 10, 2021, the Board further authorized the Chief Executive Officer to contract with a Third-Party Administrator ("TPA") to administer County funds to nonprofit and community-based organizations or other classes of providers; and

WHEREAS, it is appropriate for a third-party entity to administer County funds under this Contract; and

WHEREAS, the [insert name] is a third-party, entity capable of and amenable to administering the Program in conformance with the requirements set forth in this Contract; and

WHEREAS, Contractor desires to provide, and County desires to acquire from

Contractor, (hereinafter "TPA") services as a Contractor; and

WHEREAS, on August 10, 2021], the County Board of Supervisors delegated authority to the Chief Executive Officer or designee, to prepare and execute agreements and all amendments that [Insert parameters] and the agreement and all amendments are approved as to form by County Counsel; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M 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 shall be resolved according to the following priority:

Exhibit A - Statement of Work

Exhibit B - Compensation Schedule

Exhibit C - Contractor's EEO Certification

Exhibit D - County's Administration

Exhibit E - Contractor's Administration

Exhibit F - Forms Required at the Time of Contract Execution

Exhibit G - Jury Service Ordinance

Exhibit H - Safely Surrendered Baby Law

Exhibit I - Charitable Contributions Certification

Exhibit J - Compliance with Fair Chance Employment Hiring Practices Certification

Exhibit K - Business Associate Agreement under the Health Insurance

Portability and Accountability Act of 1996 (HIPAA)

Exhibit L- Information Security and Privacy Requirements

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

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 shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.4 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.5 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.6 Contractor Project Manager:** The person designated by Contractor to administer the Contract operations under this Contract.
- 2.7 Day(s):** Calendar Day(s) unless otherwise specified.

- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Contractor Sensitive Position:** Contractor and Subcontractor staff who have access to CFCI funds and financial records, and/or Service Provider participant personal information and/or contact with vulnerable populations.
- 2.10 Progress Payments:** partial payment will made after the completion of a predefined phase of work completed.
- 2.11 Service Provider:** A community-based organization that is awarded funding by Contactor through a solicitation process to receive a grant or contract to provide services as provided in a fully executed grant or contract. Pursuant to this definition, the term "Service Provider" shall be considered as separate and apart from a "Subcontractor".
- 2.12 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contracted TPA services, including as set forth in Exhibit A (Statement of Work).
- 2.13 Subcontractor:** An individual or entity performing any part of Contractor's TPA obligations and responsibilities under this Contract, and who has been approved by the County to perform this subcontracted work. A Subcontractor can be of any tier.
- 2.14 Youth:** Any individual who is under eighteen (18) years of age.
- 2.15 Grant:** Funds awarded to a Service Provider following a competitive solicitation for said Service Provider to implement and operate a program included in Attachment 1, Exhibit 1 (Administered Programs).
- 2.16 Milestone/Deliverable:** Duties/obligations that Contractor, and/or Service Provider shall complete prior to becoming eligible to receive compensation as detailed in Exhibit B (Compensation Schedule).
- 2.17 Technical Assistance:** Education and/or training Contractor shall provide to Service Providers both to generate performance measures outlined by County, and to assist Service Providers ability to qualify for funding opportunities.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 As part of Contractor's work dispersing County funding as provided pursuant to the terms of this Contract, Contractor is to maintain stringent fiscal oversight of such funds, and will not commingle County funding, with any other funds in Contractor's possession.

4.0 TERM OF CONTRACT

The term of this Contract shall be three years commence upon execution by the County's Chief Executive Officer and shall expire on **[Insert expiration date – ideally at the end of a month]** ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

At the end of the Initial Term, County may extend the term of the Contract for up to two years ("Extended Term"). In the event that any of Contractor's Service Providers is under agreement to provide services beyond the term of this Contract, County may also, at its sole option, further extend the term of this Contract beyond the Initial Term or the Extended Term, as applicable, to be coterminous with the longest outstanding term of Service Providers' agreements. Any term extension options described herein will be exercised by County by providing a ten (10) days' prior written notice thereof to Contractor.

5.0 CONTRACT MAXIMUM

5.1 Maximum Contract Amount

The maximum County obligation for the term of the Contract ("Maximum Contract Amount") shall be as set forth in Exhibit B (Compensation Schedule). Any costs incurred by Contractor to complete this Contract in excess of the Maximum Contract Amount shall be borne by Contractor. Contractor will be paid a fixed percentage fee for its services as required under this Contract ("Administrative Fee") as set forth in Exhibit B (Compensation Schedule).

5.2 Written Approval for Reimbursement and Assumption

Contractor shall 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 approved in writing. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract,

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

5.3 Notification of 75% of Maximum Contract Amount

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Amount. Upon occurrence of this event, Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D (County's Administration).

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

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

5.5 Invoices and Payments

5.5.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Compensation Schedule), and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work that has been approved in writing by the County. If the County does not approve any work in writing, no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Compensation Schedule).

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

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

5.5.5 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

County of Los Angeles, Chief Executive Office
Alternative to Incarceration Division
Attention: County's Project Manager
Email: ATContracts@ceo.lacounty.gov

5.5.6 County Approval of Invoices

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

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

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

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

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

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

department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify Contractor in writing of any change in the names or contact information specified therein.

6.2 County's Project Director

The role of the County's Project Director will include:

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

6.3 County's Project Manager

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

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

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). Contractor will notify the County in writing of any change in the names or contact information specified therein.

7.2 Contractor's Project Manager

7.2.1 Contractor's Project Manager is designated in Exhibit E (Contractor's Administration).

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Contractor and Subcontractor Background and Security Investigations

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

- 7.5.1.1 If a member of Contractors' 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 shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.5.1.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.1.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

Furthermore, the Contractor and its Subcontractors and Service Providers, shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Contract; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Contract, any such records or information to any person or organization other than the County without the County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Contract, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, Service Providers or Subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents, Subcontractors, and Service Providers providing services hereunder of the confidentiality provisions of this Contract and shall include provisions in its contracts requiring that they comply with Paragraph 7.6.1 above.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

7.7 COVID-19 Vaccinations of County Contractor Personnel

- 7.7.1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under

this Contract (collectively, "In-Person Services").

- 7.7.2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 7.7.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 7.7.4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into

contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

7.7.5. In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

7.7.7 7.7.6 Contractor shall also incorporate the requirements of this section into its contracts with Service Providers. Contractor shall sign and adhere to the provisions of Exhibit M (Certification of Compliance Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.2.12 (COVID-19 Vaccinations of County Contractor Personnel).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by Contractor and by Chief Executive Officer or designee.

8.1.2 For any change which does not materially affect the Statement of Work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

- 8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by Board or the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by Chief Executive Officer or designee.
- 8.1.4 The Chief Executive Officer or designee, may at his/her sole discretion, authorize extensions to the term of this Contract. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. Any such term extension options shall be exercised by County in accordance with Paragraph 4.0 (Term of Contract).

8.2 Assignment and Delegation

- 8.2.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If 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 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.4.2 In addition, if County's source of funding for this Contract is reduced or eliminated for any reason, the County may, at its sole discretion, either terminate this Contract for convenience, suspend this Contract indefinitely until it determines proper funding is available, or require the services provided by Contractor under this Contract to be reduced accordingly.

8.5 Complaints

8.5.1 Contractor shall develop, maintain and operate procedures for

receiving, investigating and responding to complaints regarding Contractor or from the clients of its Service Providers.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, Contractor shall provide the County with Contractor's policy for receiving, investigating and responding to such complaints.

8.5.2.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, Contractor shall comply, and require its Subcontractors and Service Providers to also comply, with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and

other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, Service Providers 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 Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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

8.7.1 Contractor hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, 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. Contractor shall comply with Exhibit C (Contractor's EEO Certification). Contractor shall also require its Subcontractors, successors, transferees, assigns and Service Providers to comply with Title IV of the Civil Rights Act of 1964.

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, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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 Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event,

Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar 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, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall 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 Contractor shall comply with all federal, state, County and local conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

Contractor shall 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/GROW Participants

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar 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 Contractor may have with the

County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- 8.12.4.2 Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer

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

8.12.4.5 Contractor Hearing Board will consider a request for review of a debarment determination only where 1) 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors and Service Providers of Contractor

These terms shall also apply to Subcontractors and Service Providers of County Contractors, and Contractor shall include this Paragraph 8.12 in its agreements with its Subcontractors and

Service Providers.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org. Contractor shall also incorporate these requirements into its agreements with its Subcontractors and Service Providers.

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

8.14.1 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall 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).

8.14.3 Contractor shall also incorporate these requirements into its agreements with its Subcontractors and Service Providers.

8.15 County's Quality Assurance Plan

The County or its agent(s) will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and 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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants, on behalf of itself, its Subcontractors and Service Providers, 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. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and

any other liability which may be assessed against 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 Facsimile Representations

The County and Contractor hereby agree to regard facsimile, electronic and digital representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract and any amendments and other modifications thereto and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that original signatures have been affixed to these documents without the parties' need to follow up such facsimile transmissions with subsequent (non-facsimile) transmissions of "original" versions of the documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall 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, 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"). The parties agree that the COVID-19 pandemic is not a force majeure event.

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor or

Service Provider of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor or Service Provider, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor or Service Provider 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 shall be governed by, and construed in accordance with, the laws of the State of California. 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 shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County, Contractor, Subcontractors and Service Providers. The employees and agents of one party shall not be, or be construed to be, the employees or agents of any other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall 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 Contractor. Consistent with the foregoing, County shall have no liability, and Contractor shall be solely and fully liable and responsible, to any of Contractor's employees, Subcontractors, Service Providers or other persons providing work pursuant to the Contract on behalf of Contractor, if any such person is unable to

work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Contract, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Paragraph 8.25.3 (Workers' Compensation and Employers' Liability).

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall 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 Contractor pursuant to this Contract.

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

8.23 Indemnification

Contractor shall indemnify, defend and hold harmless 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, including from the acts or omissions of Contractor and its Subcontractors and Service Providers, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

8.24 General Provisions for all Insurance Coverage For Contractor and Subcontractors

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon

Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

- 8.24.2 Contractor, in concert with County, shall identify which, if any, insurance requirements that must be met by Service Providers in conjunction with their grant or contract. If such insurance requirements are in excess of what Service Provider carries in the normal course of doing business, County shall provide Contractor with reimbursement to pass through to the Service Provider for any additional cost of meeting the insurance requirements. Service Providers will need to name the County and its Agents as an Additional Insured as provided for in 8.24.2.1.

8.24.2 Evidence of Coverage and Notice to County

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

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

Alternative to Incarceration Division
Attention: County's Project Manager
Email: ATContracts@ceo.lacounty.gov

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability 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 shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed 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 shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which 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 shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, 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. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall 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 the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

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

8.24.14 **Alternative Risk Financing Programs**

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. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

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

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

- 8.25.3 **Workers' Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The

written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

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

8.25.4.2 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold or deduct pro rata from 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 Contractor from County, will be forwarded to Contractor by the Chief Executive Officer, or designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Chief Executive Officer, or designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or designee, deems are correctable by Contractor over a certain time span, the Chief Executive Officer, or designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or designee, may: (a) Deduct from 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 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 one hundred dollars (\$100) per day per infraction, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to Contractor; and/or (c) Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion,

ancestry, national origin, sex, 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 shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its Service Providers, 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 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, 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 Contractor shall allow County representatives access to 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 County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While 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 Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each

Subcontractor and Service Provider to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid, or emailed and 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 Chief Executive Officer or designee shall 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, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect 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 solicitation process used for this Contract, if applicable, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are governed by the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County's Project Director. County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to the County during the

term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

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

8.38.4 The requirements of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) shall also apply to Subcontractors and Service Providers of Contractor. Contractor shall include provisions in its contracts with its Subcontractors and Service Providers requiring that they comply with Paragraph 8.38.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, 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 Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

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

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

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

8.40.6 The County's Project Director 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 County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 Contractor shall be solely liable and responsible for all payments or

other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

Alternative to Incarceration Division
Attention: County's Project Manager
Email: ATContracts@ceo.lacounty.gov

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

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

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall

not have been terminated or suspended by such notice.

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

8.43 Termination for Default

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

- 8.43.1.1 Contractor has materially breached this Contract; or

- 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- 8.43.1.3 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 County may authorize in writing) after receipt of written notice from County specifying such failure.

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

- 8.43.3 Except with respect to defaults of any Subcontractor or Service Provider, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of 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 Contractor. If the failure to perform is caused by the default of a Service Provider or Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Service Provider or Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Service Provider or Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that 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 shall 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 County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 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 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or
 - 8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which 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, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are

not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 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 Contractor for the purpose of securing business.

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

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

8.51.1 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.

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

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

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

8.53 Time Off for Voting

Contractor shall notify its employees and shall require each Subcontractor and Service Provider 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 shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking. If a Contractor, Subcontractor, Service Provider, or member of their staff is convicted of a human trafficking offense, County shall require that Contractor, Subcontractor, Service Provider, or member of their 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, Subcontractor's or any Service Provider's staff pursuant to this paragraph shall not relieve Contractor, Subcontractor or any Service Provider of its obligation to complete all work in accordance with the terms and conditions of this Contract. Contractor shall also incorporate these requirements into its agreements with its Subcontractors and Service Providers.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. 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

Contractor acknowledges that 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/>). Contractor further acknowledges that 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. Contractor, on behalf of its employees and Subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements with County as well as civil liability.

9.0 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 the Charitable Contributions Certification, Exhibit I, 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 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

In the event Contractor, and its Subcontractors and Service Providers electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI),

it shall comply with the encryption standards set forth below. Contractor shall also incorporate these requirements into its agreements with its Subcontractors and Service Providers. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

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

c. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In addition, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate, and such reports shall be subject to audit in accordance with the Contract. Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption)

shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

- 9.3.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and it is possible the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information (PHI) as defined in Exhibit K (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. If the Contractor indeed creates, has access to, receives, maintains or transmits Protected Health Information, the County and the Contractor agree that the terms as set forth in Exhibit K (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) shall apply. Contractor shall also require its Subcontractors and Service Providers that create, has access to, receives, maintains or transmits Protected Health Information, to also execute Exhibit K (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).
- 9.3.2 Contractor further acknowledges and agrees, on behalf of itself and its Subcontractors and Service Providers, to be bound by the applicable provisions of 42 CFR Part 2. Contractor shall ensure that its Subcontractors and Service Providers will comply with these applicable provisions of 42 CFR Part 2.

9.4 Ownership of Materials and Copyright

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

the work under this Contract. Contractor shall also incorporate these requirements into its agreements with its Subcontractors and Service Providers.

- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor and its Subcontractors and Service Providers, shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.5 Information Security and Privacy Requirements

Contractor shall comply with the information security and privacy requirements of Exhibit L (Information Security and Privacy Requirements), and will include such requirements in its agreements with Subcontractors and Service Providers.

10.0 SURVIVAL CLAUSE

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 shall also survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.2	
Paragraph 5.4	(No Payment for Services Provided Following Expiration/ Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.2	(Assignment and Delegation)
Paragraph 8.6.2	
Paragraph 8.16	(Damage to County Facilities, Buildings or Grounds)
Paragraph 8.19	(Fair Labor Standards)
Paragraph 8.22	(Independent Contactor Status)
Paragraph 8.21	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.23	(Indemnification)
Paragraph 8.24	(General Provisions for all Insurance Coverage)
Paragraph 8.25	(Insurance Coverage)
Paragraph 8.34	(Notices)
Paragraph 8.38	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.42	(Termination for Convenience)
Paragraph 8.43	(Termination for Default)
Paragraph 8.48	(Validity)

Paragraph 8.49 (Wavier)
Paragraph 9.1 (Contractor's Charitable Activities Compliance)
Paragraph 9.3 (Health Insurance Portability and Accountability Act of 1996 (HIPAA))
Paragraph 9.4 (Ownership of Materials and Copyright)
Paragraph 9.5 (Information Security and Privacy Requirements)
Paragraph 10 (Survival)

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IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
[Insert Name]
[Title] County Counsel

[Insert Contractor Name]

By _____

Print Name: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK

**NOT ATTACHED TO CONTRACT; SEE
ATTACHMENT I (STATEMENT OF WORK) OF THIS RFSI**

COMPENSATION SCHEDULE

MAXIMUM NOT TO EXCEED ADMINISTRATIVE FEE:

% of CFCI Funds distributed for services rendered consistent with the Statement of Work (Exhibit A) during the term of this Agreement and approved by the County Project Manager.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME _____

CONTRACT NO _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

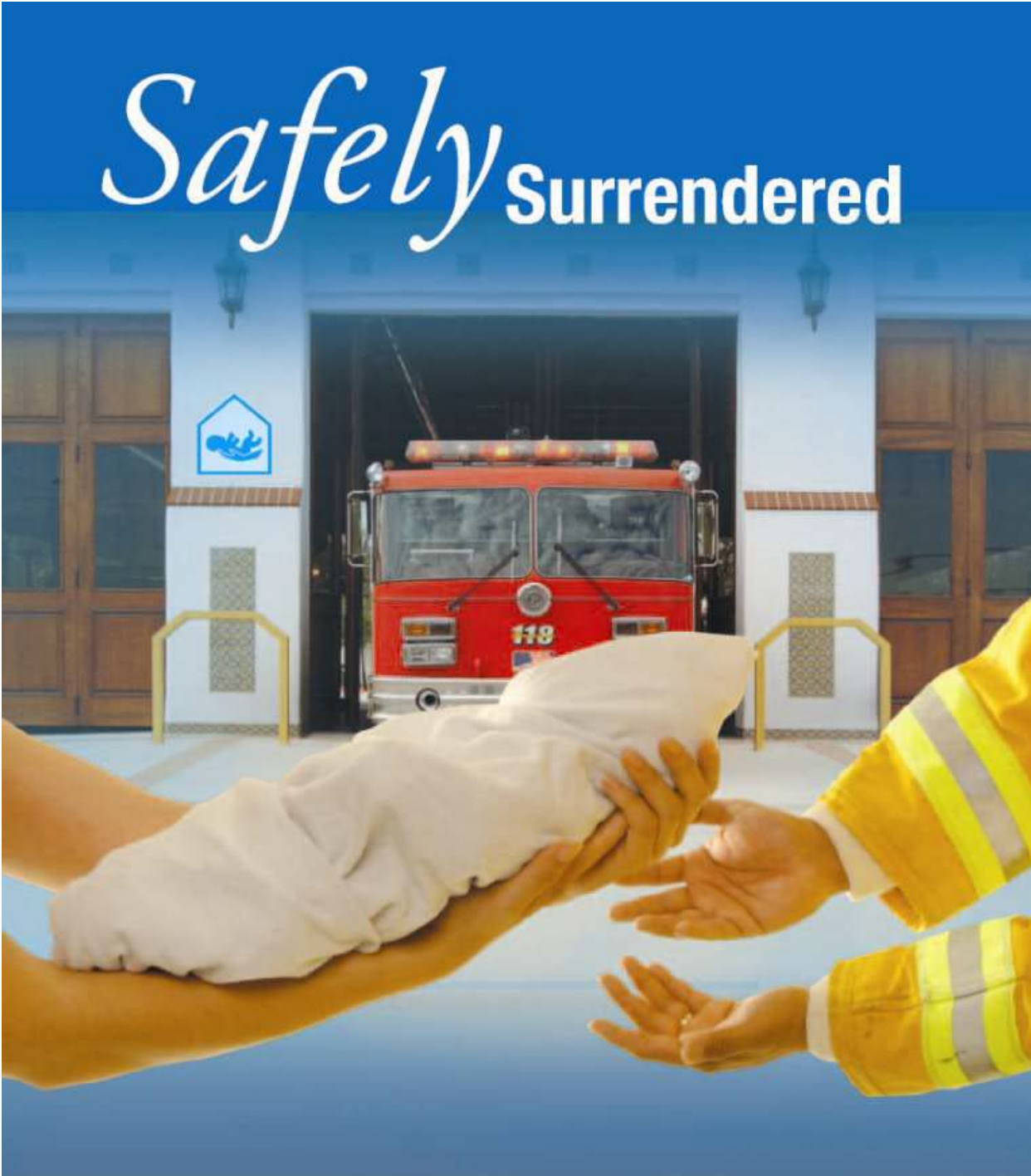
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.


If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



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www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

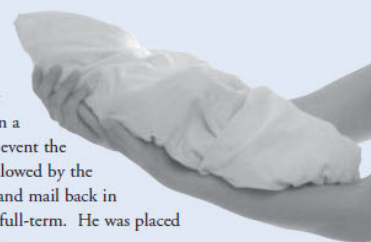
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. definitions
 - 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
 - 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.
- 2. Permitted and required Uses and Disclosures of Protected Health Information
 - 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
 - 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
 - 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
 - 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
 - 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
 - 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. Prohibited Uses and Disclosures of Protected HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS to safeguard protected health information

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure

of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.
- 6. written assurances of subcontractors
- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return

to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. Amendment of PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. Accounting of Disclosures of PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity,

information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. compliance with applicable HIPAA rules

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. Availability of Records

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. Mitigation of Harmful Effects

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. Breach Notification to individuals

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by

Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. Indemnification

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. Term

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. Termination for Cause

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. Disposition of Protected Health Information Upon Termination or Expiration

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration

or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. Audit, inspection, and Examination

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work

- Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

BUSINESS ASSOCIATE LISTING

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Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

EXHIBIT L
INFORMATION SECURITY AND PRIVACY
REQUIREMENTS

CONTRACT: _____

The County of Los Angeles ("County") is committed to safeguarding the Integrity of County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth County's and Contractor's commitment and agreement to fulfill each of their obligations under applicable state and federal laws, rules and regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between County and Contractor (the "Contract") and any other agreements between the parties. However, it is Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by Contractor, entitling County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **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.

- f. **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.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **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 County's information security requirements.
- i. **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.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for County, is under the direct control of County, whether or not they are paid by County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

Contractor shall exercise the same degree of care in safeguarding and protecting County Information that Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to Contractor.

- b. **Privacy Program.** Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use

appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of County, and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by Contractor, or commercially exploited or otherwise used by, or on behalf of, Contractor, its officers, directors, employees, or agents. Contractor may assert no lien on or right to withhold from County, any County Information it receives from, receives addressed to, or stores on behalf of, County. Notwithstanding the foregoing, Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. Contractor specifically consents to County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under the Contract. Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information

to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor shall notify County's contract administrator immediately and prior to any such disclosure, to provide County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Contractor involving County Information, Contractor shall notify County within five (5) calendar days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and County will coordinate an appropriate response.
- e. **Retention of County Information.** Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

Contractor shall 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.

To the extent permitted by applicable law, Contractor shall screen and conduct background investigations on all Contractor employees, Subcontractors, and Service Providers, 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 shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor, in compliance with its legal obligations, shall 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.

Contractor shall 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 Contractor.

Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Contractor agrees that training will cover, but may not be limited to the following topics:

- a. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f. **Privacy:** Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

Contractor shall have an established set of procedures to ensure Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS, SERVICE PROVIDERS, AND THIRD PARTIES

County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors and Service Providers, or other third parties or suppliers. The terms of this Exhibit shall also apply to all subcontractors, Service Providers, and third parties. Contractor or third party shall be subject to the following terms and conditions: (i) each subcontractor, Service Providers, and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor shall be and remain fully liable for the acts and omissions of each subcontractor, Service Provider, and third party and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

Contractor shall obtain advanced written approval from County prior to subcontracting any services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

- a. All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by County's Chief Information Security Officer.
- b. Contractor shall encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.
- c. In addition, Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by County's Chief Information Security Officer.
- d. Furthermore, the hosting environment for storing County Information under the Contract shall be subject to County's approval. Contractor shall also obtain County's approval prior to transitioning data to a different hosting environment by providing, among others, the name of the new hosting environment provider(s), the applicable certifications and the service levels. Contractor warrants and agrees that, notwithstanding County's approval of any changes in the hosting environment, such changes shall not impact

Contractor's compliance with the provisions of this Exhibit or performance under the Contract.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be returned to County, Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to County. For documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.
- b. **Method of Destruction.** Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that County Information cannot be retrieved. Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon County's request. On termination or expiration of this Contract, County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Contractor hereunder), at County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage,

and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY AND DISASTER RECOVERY

a. **Operational Management and Disaster Recovery:** Contractor shall provide for: (i) monitoring and managing all of its Information processing facilities, including, without limitation, implementing operational procedures, change management and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; (ii) deploying adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensuring its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access. Contractor shall also provide for business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. Any backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

b. **Business Continuity:** In the event that Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed or otherwise limited in functionality in a way that affects County's use of or access to County Information or the system where it resides, Contractor shall immediately and within twenty-four (24) hours implement Contractor's Business Continuity Plan consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY AND DISASTER RECOVERY, such that Contractor can continue to provide full scope of work as required under the Contract.

Contractor will indemnify County for any claims, losses, or damages arising out of County's inability to use the SaaS consistent with the Contract and Section 18. PRIVACY AND SECURITY INDEMNIFICATION. Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

c. **Backup and Recovery:** In the event that County's use of or access to County Information or the system where it resides, County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent Contractor hosts County Information, Contractor shall create daily backups of all County Information in a segmented or off-site

“hardened” environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in the Contract, including this Exhibit, and available when needed.

- d. **Location of County Information:** Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Information traverse the borders of the continental United States in an unencrypted manner.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County's Project Director or County's Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by County's Chief Information Security Officer, or the Department designee, in writing. The foregoing requirements shall apply to back-up media stored by Contractor at off-site facilities.

Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, by use of industry standards and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources, which shall include without limitation multi-factor authentication, use of virtual private networks (VPN) authorization and event logging;
- c. Contractor will conduct regular, no less frequently than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, Contractor shall ensure that all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, Contractor shall:

- a. Promptly notify County's Chief Information Security Officer, the Departmental Information Security Officer, and County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 West Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Jho-An Ignacio
Departmental Information Security Officer
500 West Temple Street, 783
Los Angeles, CA 90012
(213) 974-1755
jignacio@ceo.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As Information about the

Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of its Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, County, law firms, and and/or law enforcement agencies at the direction of County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
- f. Allow County or its third-party designee at County's election to perform audits and tests of Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and this Exhibit, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective actions, and (iii) responsible for all notifications arising from an Incident involving County Information, caused by Contractor's weaknesses, negligence, errors, lack of Information Security or privacy controls or provisions or otherwise failure to comply with any of the terms or conditions of this Exhibit.

15. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by County.

Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor shall provide the audit results and any corrective action documentation to County promptly upon its completion at County's request. With respect

to any other report, certification, or audit or test results prepared or received by Contractor that contains any County Information, Contractor shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Contractor's Information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section shall be provided at no additional charge to County.

- b. **County Requested Audits.** County, or an independent third-party auditor commissioned by County, shall have the right, at no cost to Contractor, to audit Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon County's request Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. County shall pay for County requested audit, unless the auditor finds that Contractor has materially breached this Exhibit, in which case Contractor shall bear all costs of the audit. If the audit reveals material non-compliance with this Exhibit, County may also exercise its termination rights under the Contract.

Such audit shall be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of County. Contractor agrees, within acceptable timeframes, to comply with all reasonable recommendations that result from such inspections, tests, and audits.

When not prohibited by regulation, Contractor will provide to County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party; and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits.

- c. **Controls Audit** Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality and privacy. Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer, or authorized

designee, within ten (10) business days of Contractor's receipt of the audit results. Contractor agrees to provide County with the current audit certifications upon request.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, Contractor agrees to indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- Contractor and its Subcontractors' and Service Providers' violation of any federal or state laws in connection with its accessing, collecting, processing, storing, disclosing or otherwise using County Information;
- Any Information loss, breach of Confidentiality or Incident involving any County Information that occurs on Contractor's and its Subcontractors' and Service Providers' systems or networks (including all costs and expenses incurred by County to remedy the effects of such loss, breach of Confidentiality or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities); and/or
- Contractor's and its Subcontractors' and Service Providers' failure to comply with any terms, conditions or Contractor's obligations specified in the Contract or otherwise mandated by County, including this Exhibit and County's Board Policy No. 5.200 (Contractor Protection of Electronic County Information), relating to confidentiality, security or privacy of Protected Health Information ("PHI"), Personal Information ("PI"), Medical Information ("MI") and any other sensitive information that may be accessed, collected, stored, processed, maintained or otherwise used by Contractor for performance of the Contract,

Notwithstanding the foregoing, County shall 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 shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall 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.

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

I, _____, on behalf of _____,
(the "Contractor"), certify that on County Contract _____:

☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

☐ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are: [LIST ALL CONTRACTOR PERSONNEL]:

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

Signature

Date

Title

Company/Contractor Name

STATEMENT OF INTEREST RESPONSE TO REQUESTED INFORMATION**1.0 INSTRUCTIONS**

Provide your organization's complete responses in the following text entry fields below.

2.0 RESPONDENT CONTACT

Respondent shall identify a primary point of contact as part of its Response as follows:

Organization Name: Advocates for Human Potential, Inc.

Headquarters

Address: 490B Boston Post Rd.

Sudbury, MA 01776

Organization

Website: www.ahpnet.com

Principal Point of Contact:

Name: Damien Newman

Title: CFO

Mailing Address: 490B Boston Post Rd.

Sudbury, MA 01776

Email Address: dnewman@ahpnet.com

Phone Number: 978-261-1485

3.0 RESPONSE QUESTIONS**3.1 Minimum Requirements**

A. Provide a narrative that demonstrates your organization, as the sole respondent, meets the following minimum requirement:

At least three (3) years of Third Party Administrative (TPA) experience as a fiscal intermediary administering and distributing at least \$10 million annually among multiple subrecipients including to Community-Based Organizations and/or nonprofits (hereinafter referred to as “Service Providers”); with processes in place to conduct administrative, program oversight, and monitoring of subrecipients funding to Service Providers and to provide technical assistance to Service Providers in order to meet the requirements to obtain grants and/or contracts with public and/or private organizations.

(General narrative here, client list requested in Section 3.6).

Narrative:

At Least 3 Years of TPA Experience, Distributing at Least \$10 Million Annually Among Multiple Subrecipients:

As shown in detail in our response to item 3.6 below, AHP has served as TPA on multiple projects in California and Massachusetts over the previous 3 years. Since January 1, 2019, we have served as TPA for the California Department of Health Care Services (DHCS) on six separate projects totaling \$2.3 billion (\$2,300,000,000.00), with 349+ subrecipients. We have also served as TPA on multiyear projects for the Massachusetts Department of Public Health (since October 2010) and the California Department of Social Services (since October 2021).

Experience with Community-Based Organizations and Nonprofits:

AHP has worked diligently to cultivate relationships with the community-based organizations and nonprofits funded by the grant projects for which we serve as TPA. Many of these are located in Los Angeles County, including Phoenix House Los Angeles, Volunteers of America Los Angeles, The Teen Project, Inc., Los Angeles Center for Alcohol and Drug Abuse, Children’s Hospital Los Angeles, and Tarzana Treatment Centers, Inc.

We work with numerous community-based organizations and nonprofits serving groups who have faced inequities in criminal justice systems. For example, the Volunteers of America Los Angeles project serves youth experiencing homelessness, and the Teen Project, Inc. partnered with women’s jails. Additional grant subrecipients have included the Yurok Tribe and National Asian Pacific American Families Against Substance Abuse. We work with subrecipients to help them develop community outreach plans to ensure broad community awareness of available services.

Processes in Place—Administration:

For its multiple TPA contracts, AHP has developed comprehensive

financial policies and procedures that ensure adherence to contract requirements, accurate tracking of expenses, and cost controls. We use project accounting to account for costs under different contracts, assign project codes for each contract, and allocate overhead costs based on total direct costs. Staff code their time to project codes, and payroll is allocated accordingly. All expenses are reviewed and approved by the project director for appropriate billing. They are also reviewed by AHP's chief financial officer (CFO) and staff accountant prior to payment. All costs are monitored by comparing to budgets on a weekly basis.

We use Deltek software for financial planning and tracking. Contract costs are charged to a unique job code series that allows the project director to track, and thereby control, costs by specific tasks and subtasks. Staff timesheets and all other project costs, including subrecipient invoices, are entered in Deltek. This allows the project director to have real-time reports for monitoring accrued costs and comparing them with projected costs. We review beforehand all documentation for travel and other costs, so billing flows smoothly. We strictly follow the Federal Travel Regulations, Federal Acquisition Regulation requirements, and contract-specified guidelines.

AHP has an experienced staff of writers and editors who assist in the preparation of solicitation documents for awarding funds to subrecipients. Solicitation preparation is an iterative process that includes the development of an outline and timeline, incorporation of client input, preparation of a first draft, and revisions incorporating further client input. Before it is posted, the solicitation undergoes careful copyediting by a staff copy editor.

At project kickoff, we set up an AHP email address with the project's name for general inquiries. The email address is included in the solicitation document for submissions of questions and technical assistance (TA) needs regarding applying for funding. During the application period, an AHP program associate closely watches incoming emails. All inquiries and TA needs by potential applicants are addressed in a timely manner by the program associate, AHP project staff, and LA County staff as needed.

Processes in Place—Program Oversight/Monitoring of Subrecipients and Funding:

AHP has processes in place to oversee and manage all subrecipient work, and our procedures ensure grant agreements are smoothly coordinated and meet performance standards. The agreements define terms and conditions of the relationship; scope of work; collaboration with other subrecipients; terms for rapid response to special projects; roles, responsibilities, and availability of key staff; confidentiality and

conflict of interest requirements; legally binding performance guidelines and systems used to monitor performance; our approach to adverse subrecipient performance, together with conditions and procedures for termination of the agreement; identification of all items requiring the County's pre-approval; guidelines for invoicing labor and other costs; and hiring consultants.

Following are key procedures and processes we adhere to to oversee the program and monitor subrecipients and funding:

- Each agreement identifies the goal and objectives of the funded project, tasks to be performed using grant funds, and the staffing of the project, including level of effort.
- Upon award, each subrecipient is assigned a subrecipient liaison, who serves as the primary point of contact and guides the subrecipient through contracting and maintains a relationship with the subrecipient throughout the grant period.
- Subrecipients submit monthly reports, using a provided template, which include narrative and data sections, and which provide consistent insight into subrecipient progress and provide opportunities to troubleshoot challenges.
- Each subrecipient meets monthly with their subrecipient liaison to review their monthly report, assess TA needs, and identify barriers to progress. The subrecipient liaison either provides TA or finds an appropriate TA provider.
- The subrecipient liaison or project director reviews and approves invoices prior to payment and discusses any issues as needed.
- The full project team conducts project reviews at least quarterly to review project activities, TA needs, and expenditure of funds.
- We review and approve, or facilitate approval of, program materials developed by subrecipients to ensure that all information is correct and uses preferred terminology.
- We provide TA to subrecipients referring them to available educational and professional resources, as needed.
- We develop and/or facilitate selected TA, educational materials, and professional resources and learning collaborative sessions as assigned.

We use Deltek to monitor all vouchering and contracts because of its reporting flexibility. We require subrecipients to bill with specific reference to our Deltek codes because dedicated project and task codes avoid confusion and invoice/vouchering errors. When applicable, we review all backup documentation for travel and other costs beforehand, so that billing flows smoothly. Quality control for

subrecipient expenses also includes accounting office and project director review and the approval of all subrecipient invoices before submission for payment or checking subrecipient costs against project, contract, and budget considerations.

AHP conducts risk mitigation management by anticipating potential obstacles and determining how to avoid them before they occur. Specifically, the project manager develops a risk tracking and mitigation tool and provides it to each subrecipient liaison, who uses it when reviewing project plans. The tool categorizes risks according to project goals, identifying the likelihood and consequences of subrecipient performance issues. The tool also helps the subrecipient liaison develop a correction plan, including responsibilities and timelines. When substantial risks are identified, the project director meets with the subrecipient to discuss options for staying on task and on budget, elevating the issue to our client as required.

B. If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- ☐ Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
- ☐ Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.
- ☒ Not applicable

3.2 Background and Experience

A. Describe your organization's TPA experience working with Service Providers as subrecipients to support outreach, education, engagement, communication, health systems and social service navigation, and/or other client support initiatives.

Narrative:

AHP leverages our experience in TA, research, and evaluation in our TPA work. We believe that community outreach and fostering partnerships are

critical to the success of the activities to be funded under this contract. Outreach, engagement, communication, and systems navigation are components of all TPA work, and we follow evidence-based public health methods.

For example, for Youth Opioid Response (YOR) California, a TPA contract with California DHCS, we developed TA resources on public health communications best practices and assigned subject matter experts to meet monthly with subrecipients to help them develop community outreach plans. The subrecipients' plans included targeted approaches for disseminating information about opioid use disorder services to target audiences, including youth, physicians, hospitals, health centers, treatment programs, and criminal justice entities.

Social media is also an important method of reaching underserved communities, particularly youth. For YOR California, we identified relevant strategies for engaging youth on platforms such as YouTube, Instagram, and Snapchat. We worked collaboratively with subrecipients, leveraging their familiarity with their constituencies to craft strategies that reduce perceived power imbalances and offer a safe space for shared decision-making. A learning collaborative, at which a subrecipient showcased its work using TikTok videos, was particularly well received by other subrecipients.

For Massachusetts Access to Recovery (ATR), another TPA contract, we have helped service providers increase their reach by establishing ATR as an identifiable brand and increasing referrals to ATR services. AHP has used strategies such as data collection and visualization, a professional website, and a September 2021 online symposium featuring the U.S. Secretary of Labor that explained the importance of employment supports to recovery from substance use disorder (SUD).

- B. Describe your organization's mission statement and any experience your organization has working on TPA projects that connect to issues of inequities in low-income and historically underserved communities.

Narrative:

AHP improves health and human services systems of care and business operations to help organizations and individuals reach their full potential. Founded in 1986, AHP has successfully executed hundreds of major contracts for local, state, tribal, and federal agencies, as well as nonprofit organizations and healthcare organizations. Our work has always focused on improving the lives of underserved populations, and our areas of expertise include mental health, substance use, criminal justice, homelessness, workforce development, veterans, and healthcare reform.

AHP's business culture embraces acceptance and tolerance, as we work to guide the fields of behavioral health and human services to greater diversity, equity, and inclusion (DEI). Our DEI Committee, which is dedicated to honoring and celebrating difference as a core value that ensures success for all, provides input into every project. As we gain new insights and strengths from our partners, clients, and each other, our expanded capacity as an organization will show how investment in individuality is a powerful antidote to the aspects of behavioral and healthcare systems that fail to recognize the insurmountable potential in us all.

In the planning stages of every contract—whether it is a TPA, TA, or research contract—we seek to identify health disparities and other social inequities and develop strategies to address them.

The contracts on which we have served as TPA tie directly to our mission and areas of expertise. For example:

- For the California DHCS Behavioral Health and Justice Intervention Services (BHJIS) TPA contract, we work with subrecipients who provide behavioral health supports to prevent people experiencing mental health or substance use crises from entering the justice system. Within this population that is overrepresented in the justice system, racial and ethnic disparities are a barrier to diversion programs and behavioral health services. In the solicitation, therefore, we required applicants to describe how the proposed project would address structural inequities, community engagement, and policy/culture changes. Some subrecipients focus on a specific disproportionately impacted group.
- For the California Department of Social Services Community Care Expansion TPA contract, we are helping communities address the lack of affordable housing that contributes to homelessness among people with disabilities, including mental illness and SUDs.
- For YOR California, we work with subrecipients that offer opioid prevention and treatment service to underserved youth, including projects serving Tribal communities, LGBTQ+ youth, refugee and immigrant assistance groups, and youth involved in drug court. Sample projects include
 - o A statewide alliance seeking to reduce substance use among low-income, under-resourced, and Black, Indigenous, and People of Color (BIPOC) youth;
 - o A local program primarily serving Latino/a and LGBTQ+ youth and youth involved in the justice system;
 - o A tribal community center fostering resilience, through language and cultural education and other supports, among Tribal youth with SUDs.

- For the Behavioral Health Workforce Development (BHWd) TPA contract with California DHCS, we work with subrecipients who are addressing racial and other inequities by expanding culturally and linguistically appropriate services.
- As TPA for the California DHCS Narcotic Treatment Program Capacity Project (NTP REACH), we helped address disparities in opioid treatment by linking outpatient NTPs to corrections departments and community clinics.
- As TPA for the California DHCS Hub & Spoke System contract, we helped expand opioid treatment, with a special emphasis on serving people of color, people speaking a language other than English, and people experiencing homelessness
- In the solicitation for the California DHCS Mobile Crisis and Justice Projects contract, we prioritized the expansion of mobile behavioral health crisis services, including partnerships with law enforcement agencies, to divert people from the criminal justice system.
- The central focus of the California DHCS Behavioral Health Continuum Infrastructure Program (BHCIP)—Launch Ready program, for which we serve as TPA, is to reduce homelessness and incarceration and improve other outcomes for people with behavioral health conditions by expanding access to community-based treatment.
- For ATR, we work with subrecipients who provide job training and other recovery supports to low-income people in recovery from SUDs, with a special emphasis on assisting veterans, people experiencing homelessness, and pregnant and postpartum women.

In addition to acting as a TPA, our work involves TA, training, research, evaluation, policy development, and business consulting. We have considerable staff expertise in each of the five strategies identified for the Care First Community Investment (CFCI) project by the county, including staff who provide TA on the following topics:

- Mental health and drug courts and drug treatment programs in correctional settings (strategy 1)
- Employment programs for people with SUDs, veterans, and people experiencing homelessness (strategy 2)
- In-school and after-school substance use prevention and treatment (strategy 3)
- Homelessness prevention, rapid rehousing, supportive housing, and behavioral health services (strategy 4)
- Family reunification, reentry drug treatment programs (strategy 5)

C. Describe your organization's experience generating solicitations and subrecipient processes that promote diversity and equity for small scale community-based projects.

Narrative:

Solicitations:

AHP has developed solicitations and review processes for several projects on which we have served as TPA, including three solicitations for the DHCS BHWD contract, two for the DHCS YOR California contract, and one each for the DHCS NTP REACH, BHCIP, and BHJIS contracts. As part of the solicitation process, we develop an outreach plan that includes the identification of relevant community-based organizations, methods for publicizing the solicitation to them, and supporting their participation. For California contracts, the final selection processes have included an assessment of project locations and populations served, ensuring geographic diversity and ability to reach underserved populations.

For example, on the YOR California project, AHP developed and coordinated the solicitation process, which resulted in the receipt of more than 100 applications and ultimately funded \$22 million to 61 subrecipients statewide. AHP ensured that the solicitation was developed and promoted in an equitable manner by

- Using plain language and avoiding professional jargon;
- Keeping the application brief to minimize burden on applicants;
- Developing an outreach plan that focused on organizations aiding underserved populations;
- Broadly promoting the solicitation throughout the state via a wide variety of media;
- Holding an open call for applications rather than an invitation-only process;
- Holding an optional information session to make the grant-making selection, process, and timeline transparent;
- Posting a recording of the information session for organizations that could not attend at the scheduled time; and
- Offering two tiers of grants: implementation and capacity building.

The team also developed and conducted an extensive multi-layer review of the applications, using teams of reviewers and a specified set of criteria and rating system to ensure impartiality and fairness. We ensured that the review teams were diverse in race, ethnicity, gender, and LGBTQ+ identity.

Our work on ATR follows a different model, in that providers are reimbursed for units of service. AHP works closely with potential ATR providers, ranging from small community-based organizations to community colleges and vocational schools. AHP's designated point of contact discusses the services they would like to offer ATR participants and how that would fit into the ATR model of services. The point of contact

explains how the ATR program works, how providers are paid for delivering the services, what the responsibilities are for the provider, and how to fill out the application to become a state-authorized provider. They give providers individualized attention throughout the whole process to make it as easy as possible for providers to offer needed services to ATR participants.

Subrecipient Processes:

AHP designs its subrecipient processes to account for the wide variation in resources and experiences that are found among subrecipients with connections to underserved communities. On any given project, subrecipients may range from small, community-based organizations located in an underserved neighborhood, to statewide nonprofits with a professional staff, all the way to units of universities and healthcare systems with sophisticated internal grants management processes.

Some of the ways we have provided targeted assistance to ensure all subrecipients are successful in achieving project objectives are described below:

- **Networking among subrecipients:** In all TPA projects, we host learning collaboratives and communities of practice to promote inter-subrecipient collaboration, communication, and sharing of best practices and lessons learned. In YOR California, this approach has resulted in subrecipients referring clients to each other and even some subrecipients coaching other subrecipients.
- **Materials development:** For our work on YOR California and the Hub & Spoke System in California, AHP has helped subrecipients produce inclusive program materials, employing strategies such as inclusive terminology, images that represent diverse populations, and translation into Spanish, Korean, Mandarin, or other languages of the target population.
- **Webinars:** Topics have included project implementation, health equity, outreach and engagement with diverse communities, social media, and building pathways and referrals to community services.
- **Accessibility:** For virtual meetings, trainings, and other events, AHP makes live closed captioning available and provides recordings and transcriptions afterward, as we did, for example, for the Hub & Spoke learning collaborative sessions. For audience members who are Deaf or hard of hearing, live closed captions are a necessity; they also benefit visual learners and those who speak English as a second language (ESL).

- D. Describe your organization's experience providing programmatic support, technical assistance, coordination, and monitoring of various types of subrecipients.

Narrative:

In addition to the types of programmatic support described above in our responses to items A, B, and C, AHP supports our TPA clients in numerous ways, including maintaining websites, handling public inquiries, representing the project at conferences and presentations, and providing information in response to staff inquiries. Under the ATR contract, we ensure that all subrecipients conduct criminal background checks on any staff that work directly with participants or have access to participant data.

AHP provides TA under numerous TPA contracts. For example, in connection with the YOR California contract, we developed and distributed protocols, toolkits, guidelines, and educational materials; provided virtual and in-person learning collaboratives; held 1-to-1 meetings and working meetings (convening multiple subrecipients) with subject matter experts; established communities of practice for subrecipients to share information; and held in-person and virtual conferences.

For ATR, we developed the Career Building Initiative, through which we teach existing job training providers to work more effectively with people in recovery from SUDs. The selected providers offer a 3-week program that AHP developed in connection with the workforce development system. AHP also offers ongoing professional development to subrecipient staff. AHP actively focuses on providers who serve people with criminal justice involvement and help the providers address specific barriers to employment.

AHP has also provided TA under numerous contracts with local, Tribal, state, and federal government agencies. For example, AHP provided TA for 9 years under the Homeless and Housing Resource Network funded by the Substance Abuse and Mental Health Services Administration. Under this contract, we worked with public and private entities of all sizes to help them better address the behavioral health needs of people experiencing homelessness, including people with criminal justice involvement, veterans, women, LGBTQ+ people, youth, and other underserved populations. We provided this TA through onsite visits, coaching, webinars, online communities of practice, newsletters, and publications.

AHP provides additional services as TPA to ensure grant programs operate smoothly. For most projects, we have created websites housing important resources such as solicitation documents and regular reports; maintained email addresses and phone numbers for questions from subrecipients; and reviewed materials created by subrecipients and suggested changes for approval.

We closely follow procedures required by each of our clients to monitor subrecipients. For YOR California, for example:

- We complete quarterly reports detailing website data, a summary of TA activities, and an update of progress on contract deliverables.
- Each subrecipient is assigned a subrecipient liaison and participates in monthly meetings with their liaison to review their monthly report and invoice, assess TA needs, and identify barriers to progress.
- We created a monthly reporting process including a narrative and data report that subrecipients submit monthly.
 - o Reports provide consistent insight into subrecipient progress and provide opportunities to troubleshoot challenges.
- We review monthly reports to assess subrecipient progress prior to approval of monthly invoices and payment.
- With the full YOR team, we conduct periodic project reviews to review project activities, TA needs, and expenditure of funds.
- We review, approve, or facilitate approval of program materials.
- We provide TA to subrecipients, referring them to available educational and professional resources as needed.
- We develop and/or facilitate selected training and TA, educational materials, professional resources, and learning collaborative sessions as assigned.

For ATR, AHP manages 24 subcontractors who provide services to more than 3,200 participants per year; provides financial management through a complex electronic voucher system; develops collaborative relationships and effective communication with partners, providers, referral agencies, and the state; and supports the reporting of required data to the state and to the federal agency that provides funding to the state for ATR.

3.3 Approach and Methodology

Provide a thorough but concise description of your approach, methodology, and staffing to administer third party funds to Service Providers by answering the following questions. Ensure your response to each question includes a detailed explanation and duration of time if applicable. **Include details on any part of the response that will be performed by subcontractors and indicate the name of the subcontractor organization, the work/services that will be performed by them and describe their experience in the subject area.**

- A. Describe how your organization will build collaborative partnerships with subrecipients providing supportive services for hard-to-reach and historically underserved communities across Los Angeles County.

Narrative:

AHP understands that many organizations that can effectively serve hard-to-reach and historically underserved communities lack the capacity to continually monitor funding opportunities. Therefore, when serving as TPA, we develop a written outreach plan that identifies relevant underserved populations and community-based organizations working with these populations. We then conduct extensive outreach to generate awareness of grants and funding opportunities. We will consult with the County to determine an effective strategy for holding community listening sessions.

Our extensive work in administering California-based grants has produced a long and diverse contact list for solicitation announcements. AHP also has partnerships and working relationships with many private and public entities across California, who we can tap for help in further distributing solicitations and funding announcements.

We have a special focus on reaching diverse community organizations and stakeholders, including justice-focused agencies; groups that serve individuals experiencing homelessness; SUD treatment, prevention, and recovery agencies; workforce development and employment providers; youth development agencies; mental and behavioral health service organizations; and Tribal entities.

We will ensure any solicitation is equitably designed to select the applicants who can best reach hard-to-reach and historically underserved communities. We will use tools such as the Justice Equity Needs Index (JENI), Justice Equity Services Index (JESI), Student Equity Needs Index (SENI), along with data compiled by the Health Resources and Services Administration (HRSA) and U.S. Department of Housing and Urban Development (HUD), to ensure that potential subrecipients can advance each of the County's five selected strategies (diversion, behavior, and health; economic opportunity and sustainability; education access and youth development; housing; and reentry).

We acknowledge that many small organizations do not have staff capacity for specialization in grant response. Our team's commitment to DEI will be central to the development and review processes, starting with inviting individuals with professional or lived experience to serve in an advisory capacity to assist with the solicitation development process. Our commitment to DEI and addressing disparities will be reflected within the solicitation and in the evaluation criteria and selection process. We will swiftly assemble a group of reviewers consisting of, for example, County staff, California-based team members, family members and other individuals with lived experience, and other key

collaborators/stakeholders as identified by the County.

As part of the solicitation that is developed under this proposal, AHP will collect and respond to questions about the solicitation and grant program. AHP will create an email address specific to this project and list that address for all questions and inquiries. One AHP project staff member will monitor the inbox and collect all questions in one central document where project staff members will review and draft answers to questions. The Q&A document will be sent to the County for review, edits, and approval prior to sending the answers to applicants and posting them alongside the solicitation. The project staff person responsible for monitoring the email inbox will be available to work directly with applicants to troubleshoot technical problems and answer logistical questions about the solicitation.

We will swiftly assemble a panel to review the solicitation responses. The review panel will include County staff, California-based team members, and key community stakeholders familiar with the issues to be addressed by the project, including people with lived experience. By ensuring a variety of backgrounds and experiences are represented, we ensure an equitable review process. The review will be guided by the applicants' ability to reach communities identified as underserved by tools such as JENI, JESI, and SENI, and through analysis of HRSA and HUD data.

We will use subrecipient liaisons to collaborate with and assist subrecipients throughout the implementation and service delivery process to ensure administrative and operational systems are in place and to encourage success. Liaisons will provide consultation on invoicing, reporting, data collection, performance measures, outreach activities, virtual assistance, and trainings. Our continuous quality improvement (CQI) process will incorporate the scheduled monthly coaching calls to support innovation adoption, promote cross-system connections, and build competencies.

We routinely develop outreach materials in multiple languages, host learning collaboratives for subrecipients to share ideas, host webinars on reaching underserved populations, and provide live captioning of virtual events.

- B. Describe how your organization will collect data from subrecipients and enter data into a County-provided reporting tool to report back on subrecipient projects in accordance with the reporting requirements in Attachment I (Statement of Work).

Narrative:

AHP has a research and evaluation division that has conducted numerous subrecipient evaluations, including study design, data collection, instrument development, data analysis, data visualization, and reporting. The program director will consult with members of the research and evaluation division as needed.

The project manager and deputy project manager will work with each subrecipient to identify relevant fidelity measures to indicate adherence to the services proposed under their applications. These fidelity measures will include staffing, geographic coverage, intensity of services, participant characteristics, client encounters, unduplicated clients, and program completion. We will also identify relevant qualitative and quantitative measures of client outcomes and participant satisfaction. In identifying the types of data to be collected by the subrecipient, we will ensure that all data required by the County is included.

We will build a user-friendly, secure portal, using technology such as REDCap, for data collection. For the subset of subrecipients required to report client-level data, the portal will be capable of securely collecting personally identifiable information. We will host a presentation on the use of the portal, how to collect and report data, how to obtain informed consent and signed release of information forms, and how to maintain data security. Our system and processes will be fully compliant with HIPAA and 42 C.F.R. Part 2, which are requirements we routinely address in our work.

For quarterly reports to the County, covering both program-level measures and participant outcomes, we will use tools such as Stata to analyze quantitative data and Dedoose to analyze qualitative data. We will use data visualization tools such as Microsoft PowerBI and follow data visualization best practices, such as high graphics-to-text ratios. We will compile this information into reports in the format specified by the County and submit following County-required processes. We will also use the same tools for compiling data and producing an engaging presentation to the CFCI Advisory Committee on a quarterly basis.

- C. Describe your organization's proposed staffing plan for TPA services including the duties of each staff member. Attach a copy of the resumes for each of the proposed staff, if available, or provide a description of the requirements, or duty statement of the anticipated staff for the TPA services.

Narrative:

- Project Manager, Deb Werner: Responsible for project direction and implementation; primary liaison with County point-of-contact;

develops and manages work plans; oversees all tasks; ensures appropriate allocation of personnel and resources; supervises project managers; identifies potential problems; devises and implements solutions; approves final deliverables; approves invoices. Finalizes all contractual decisions, including all aspects of contracting with subrecipients, requests of the County, and general project direction. Involved in all communications with the County; leads project review meetings. Sends notices of corrective action needed, contract modifications, and other contract-related correspondence to subrecipients. Reviews and approves written reports prior to submission to the County.

- Deputy Project Manager, Monica Reeves: Designs and delivers TA; develops relationships with target audiences so that a responsive ongoing needs assessment results in targeted and effective training; helps develop a training calendar; seeks out opportunities to develop new or enhance existing skills. Serves as primary subject matter expert, reviewing content of educational materials submitted by subrecipients for approval. Actively involved in the development of selected TA, educational materials, professional resources, and learning collaboratives. Develops and implements outreach plan, including lead role in development of project website content. Leads tasks and subtasks in specific areas of expertise; supervises project staff; assists with workplan development; coordinates and manages activities; monitors performance; coordinates with project director on operational issues; alerts project director to potential problems and helps resolve them; drafts/reviews reports and deliverables.
- Subrecipient Liaisons, Candice Russell, Marques Davis, and Mayra Bennett: Manages a portfolio of subrecipients. Serves as subrecipient primary point of contact regarding grant administration and implementation. Monitors completion of administrative tasks and deliverables; conducts monthly coaching calls; reviews reports and invoices. Determines when there is a potential issue and seeks direction accordingly. Reviews, approves, or facilitates approval of program materials; represents project in subrecipient meetings/events. Maintains awareness of the work subrecipients are doing and is able to provide updates as requested. Provides TA to subrecipients, referring them to available educational and professional resources as needed. Develops and/or facilitates selected TA, educational materials, professional resources, and learning collaborative sessions as assigned (generally, at least one active assignment at a time).
- Program Associate/Coordinator, Rosalinda Larios: Supports and

assists with in-person and virtual meeting logistics; supports and assists in provision and delivery of training. Manages SharePoint and Teams sites; maintains meeting minutes; manages general inquiry inbox and correspondence; supports team in submitting data to County; coordinates completion of regular reports (including compiling of subrecipient data and tracking TA); drafts and sends announcements to subrecipients.

- Senior Writer, Sarah Zobel: Researches, writes, edits, and coordinates production of all project products and materials, including solicitation documents; follows corporate product development process and quality assurance procedures.

- D. Provide a description of your organization's proposed implementation plan to staff and start TPA services within 30 days of Contract award.

Narrative:

AHP has the corporate capacity to quickly staff and implement new work. Projected staff commitments, including planned time off, are logged into Deltek software, enabling project managers to accurately plan the staffing of individual contracts. We are confident, based on our assessment of staff commitments, that we can adequately staff the tasks required under this contract. The AHP Team includes staff with expertise in project management and implementation science and maintains the highest standards of monitoring and tracking for complex statewide projects.

Within 7 days of contract execution, we will hold a kickoff meeting with the County point of contact, to discuss matters such as timeline, goals, meeting cadence, fiscal processes, and communication channels. Prior to the meeting, we will offer a proposed agenda and incorporate any agenda items offered by the County point of contact. The project manager, deputy project manager, a representative of our fiscal department, and the writer to be assigned to the solicitation will attend this meeting. We will take detailed notes and submit them, along with a proposed work plan, project timeline, and detailed budget, within 14 days of contract execution. The work plan will also determine appropriate staff selection and allocation to perform tasks and meet deliverable and deadline requirements. Within 2 business days of receiving the County's feedback on the draft plan and budget, we will submit a revised plan.

- E. Provide a description of how your organization will monitor the performance of any subcontractors.

Narrative:

Subrecipients:

Effective monitoring of subrecipients will begin with orientation sessions, which likely will group subrecipients by project similarity. At the orientation, the expectations will be clearly outlined.

To ensure full subrecipient monitoring and financial management oversight, subrecipients will be expected to provide data and other information as outlined in the solicitations. Together with monthly calls and reporting, our team will assess whether additional information is needed for a given subrecipient and collect it, as appropriate. If there are further outstanding concerns, we will make an onsite/virtual visit using a structured process targeting likely performance issues. We will budget for site visits to 10 to 20 percent of subrecipients, which will include both those where indicators flag a potential issue and randomly chosen sites. AHP has conducted hundreds of site visits for various grant programs, including virtual “site visits,” which may be required by ongoing public health emergency requirements.

Desk reviews by AHP accounting staff will include regular reviews of subrecipient processes and procedures, including ensuring subrecipients have regularly scheduled audits by an external auditing firm, descriptions of financial controls to prevent fraud, and cybersecurity protocols.

AHP subcontracts define the overall terms and conditions of the business relationship at the earliest stages, and specifically address the following:

- The boundaries of the organization’s efforts under the contract
- Critical contact information, the roles and responsibilities of the subcontractors organizationally, and the roles and availability of their assigned key staff
- The need for and requirement to ensure strict confidentiality and prohibit conflict of interest
- Legally binding performance guidelines identifying the quality of services to be delivered
- The systems AHP will employ for monitoring performance
- AHP’s approach to adverse subcontractor performance, negative evaluations, legitimate complaints, or breaches of the agreement, including taking action to suspend/cancel subcontractors whose performance is inadequate
- Identification of all items requiring the County’s pre-approval
- Guidelines for invoicing, travel expense payments, and the hiring of consultants
- Required flow-down and other clauses defining the obligations under the subcontract
- Conditions and procedures for termination of the agreement

Following are key procedures and processes we adhere to when managing the work of subcontractors and subrecipients:

- Tracking logs are used to ensure activities are completed and confirm that subrecipients are conducting necessary reviews and quality assurance checks on all services and products.
- When deficiencies are noted, the subrecipient liaison will coordinate with the deputy project manager to develop a corrective action plan and a TA plan. The subrecipient liaison will prepare a formal report to the County within 2 days, which will be reviewed and approved by the project manager.
- The project manager will review and approve subcontractor or consultant invoices prior to payment and discuss any issues as needed.
- We use Deltek to monitor all vouchering and contracts. We require subrecipients to bill with specific reference to our Deltek codes because dedicated project and task codes avoid confusion and invoice/vouchering errors.
- We maintain a Microsoft SharePoint server that enables secure password-protected communication among AHP staff, subrecipients, and County staff. SharePoint allows real-time collaboration with relevant participants in different locations for any given task while ensuring maximum security, confidentiality, and privacy of individual files. This multifaceted approach has proven successful in minimizing costs and eliminating duplicated effort.
- If a subrecipient fails to fulfill requirements of the award, including failure to participate in required plans of correction or TA activities, the subrecipient liaison will prepare a formal report of findings and a recommendation for cancellation of the award, which shall be reviewed and approved by the program director and sent to the County 10 days before taking formal action. The notice will include the right to appeal the decision, consistent with County policies.

Other subcontractors:

AHP does not anticipate using any subcontractors or consultants to perform any of the tasks under the contract. However, AHP routinely works with subcontractors and consultants on other projects and has well-defined procedures in place (described above in relation to subrecipients), should it become necessary to subcontract any of the work under this contract. Additionally, we will review all subcontractor invoices to ensure they comply with relevant travel regulations and are supported by documentation of all expenses.

3.4 Proposed Administrative Fee

Propose the Administrative Fee for providing all TPA Services in Attachment I (Statement of Work) including any payment to subcontractors. County will reimburse TPA for the actual reasonable cost of providing insurance for Service Providers, in addition to the agreed upon Administrative Fee in the Contract. The Administrative Fee shall be capped at a maximum of 15% of ~~CFGI~~ funds administered.

\$7.6 million (\$7,600,000.00)

3.5 Financial Capability

Attach copies of the organizations’ most current and prior (2) years (for example 2018, 2019 and 2020) financial statements. Statements should include the company’s assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential. to the extent permitted by law, if so stamped on each page.

3.6 Client List

Attach a list of entities to whom your organization has provided TPA Services. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and experience working with Service Providers, the dollar amount of funding administered for each entity, and the number of subrecipients managed.

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Staff resumes included in this attachment:

- Deborah (Deb) Werner, M.A., PMP, *Project Manager*
- Monica Reeves, M.Ed., LMHCA, *Deputy Project Manager*
- Candice Russel, *Subrecipient Liaison*
- Marques Davis, *Subrecipient Liaison*
- Mayra Bennett, M.S.W., *Subrecipient Liaison*
- Rosalinda Larios, *Program Associate/Coordinator*
- Sarah Zobel, *Senior Writer*



Deborah Werner, M.A., PMP, is a senior program director at AHP. Current roles include project director for the California Youth Opioid Response (YOR California) and senior advisor for the California Mobile Crisis and Justice Intervention Projects Administrator contract. She served as the training and technical assistance (TTA) lead for the Substance Abuse and Mental Health Services Administration (SAMHSA) Homeless and Housing Resource Network (HHRN) for 4 years and as the project director for the SAMHSA Women, Children, and Families TTA contract for 10 years. She draws on 30 years of experience leading and managing federal, state, and local initiatives to provide agencies with sound TTA, strategies, and support. She is a professional trainer, facilitator, and motivational speaker and a subject matter expert with significant expertise in effective, evidence-based, culturally responsive behavioral health care. Ms. Werner received her M.A. from the University of California, Los Angeles.

Selected Project Experience

Mobile Crisis and Justice Intervention Projects Administrator, California DHCS (2021–present). AHP is responsible for administration of \$225 million in Substance Abuse and Mental Health Services Administration (SAMHSA) and state general funds for the Crisis Care Mobile Units (CCMU) and the Behavioral Health Justice Intervention Services (BHJIS) projects. CCMU provides infrastructure and direct service funding to counties and tribal behavioral health authorities to expand effective mobile crisis services. BHJIS is funding community agencies to build collaboration, capacity building, and services that will improve co-responder services and behavioral health access, reduce crises in reentry, and support restorative justice, addressing disparities and structural inequities. Ms. Werner was the Interim Director to launch the contract and now serves as a senior advisor, contributing to the projects' design and evaluation plan, as well as providing consultation to DHCS and counties on effective policies, program design, and best practices.

YOR California: Expanding MAT for Youth and Young Adults, California Institute for Behavioral Health Solutions, California DHCS (2019–present). YOR California administers and oversees \$22 million in State Opioid Response funds, including issuance of requests for proposals, program monitoring, training and technical assistance (TTA) delivery, and reporting. YOR California also provides protocols, guidelines, toolkits, youth-responsive outreach and educational materials, learning collaboratives, and subject matter consultation. Ms. Werner is responsible for the strategic direction and day-to-day operations of this project, ensuring on-time, on-budget delivery of top-quality services and products.

Expanding Access to MAT in County Criminal Justice Settings, Health Management Associates, California DHCS (2019–present) Ms. Werner serves as the subcontract manager and subject matter expert. She provides coaching to county teams working to expand access to MAT in the jails and courts and contributes to learning collaboratives and other technical assistance (TA) requests.

Adjunct Faculty, Faces and Voices of Recovery, Florida Administration for Children and Families (2021). Ms. Werner served as the subcontract manager and worked with four peer-run organizations to develop strategic plans.

Other Training Programs for Pregnant and Parenting Women Substance Use Disorder [Treatment? Services?] Providers (2021). Ms. Werner is the subcontract manager and the lead trainer/instructional designer for several consultation contracts to provide virtual trainings, learning collaboratives, and asynchronistic learning opportunities. Contracts in 2021 include:

University of Wisconsin/Great Lakes Addiction Technology Transfer Center (ATTC), Indiana Family and Social Services Administration, University of Missouri, Kansas City ATTC Network Coordinating Office, and Ascension Behavioral Health Services.

Homeless and Housing Resource Network (HHRN), SAMHSA (2016–2020). Ms. Werner served as the TA task lead overseeing the planning, implementation, and evaluation of TA services for SAMHSA’s homeless programs offices. Annually, she conducted assessments and planned and coordinated webinar series, virtual summits, communities of practice, onsite and telephone TA, and responses to SAMHSA requests for information or reports. Ms. Werner also provided consultation and facilitated an expert panel on recovery housing for SAMHSA in 2017.

BHbusiness, SAMHSA (2014–2016). Ms. Werner was a coach for SAMHSA’s BHbusiness initiative, providing learning programs on strategic decision making, business planning, and costing services. This included conducting market analyses, identifying gaps, and overcoming barriers to service improvement.

Bringing Recovery Supports to Scale Technical Assistance Center Strategy (BRSS TACS) Policy Academy, SAMHSA (2011–2016). Ms. Werner was the AHP program lead for designing and implementing SAMHSA’s BRSS TACS policy academy, which used a hybrid of in-person site visits, webinar format plenaries, and virtual learning classrooms to support systems change efforts of cross-system teams from states and territories. Twenty-seven states, two territories, and one tribal authority participated.

Workforce Development, SAMHSA (2007–2011). Ms. Werner supported SAMHSA to convene an expert panel and develop core competencies resulting in SAMHSA’s *Addressing the Needs of Women and Girls: Developing Core Competencies for Mental Health and Substance Abuse Professionals*. Following the development, she managed a one-year contract to develop and implement a diffusion plan.

Professional Experience

Advocates for Human Potential, Inc., Los Angeles, CA, *Senior Program Director*, 2020–present;
Senior Program Manager, 2008–2019

Children and Family Futures, Inc., Irvine, CA, *Project Director*, 2005–2008

The Werner Hartman Group, Los Angeles, CA, *Owner/Consultant*, 1999–present

Beyond Shelter, Inc., Los Angeles, CA, *Associate Director, Planning & Public Policy and Director, Institute for Research, Training, & TA*, 1999–2002

California Women’s Commission on Alcohol & Drug Dependencies, Inc., Van Nuys, CA, *Executive Director*, 1996–1999

Education

PMP, Project Management Professional, Project Management Institute, 2013

M.A. in urban planning, University of California, Los Angeles, CA, 1989

B.A. in urban studies, University of Maryland, College Park, MD, 1985



Monica Reeves, M.Ed., LMHCA, is a senior program manager at Advocates for Human Potential's (AHP) Center for Technical Assistance. Ms. Reeves has extensive leadership and program implementation experience in behavioral health programs including community crisis services, community-based restoration services, transition and reentry services, and direct service as a behavioral health provider. Prior to joining AHP, Ms. Reeves worked in publicly funded behavioral health for nearly 24 years in the State of Washington and worked with specialized populations suffering from serious mental illness that have included juveniles and adults, tribes, individuals with intellectual and developmental disabilities, individuals involved with the justice system, and those involved with the civil behavioral health system. Most recently, Ms. Reeves was instrumental in the implementation of the Washington State Trueblood Settlement Agreement of Contempt programs, with particular focus on implementation of the Outpatient Competency Restoration Program, which provided community-based forensic restoration to appropriate defendants.

Ms. Reeves is well versed in behavioral health crisis systems as well as criminal legal and civil continuum of care. Ms. Reeves also has extensive experience providing training and technical assistance on implementation of new programs and implementation of evidence-based practices. Ms. Reeves holds a master's of education in guidance and counseling from City University of Seattle and is a Licensed Mental Health Counselor Associate.

Selected Project Experience

Crisis Care Mobile Units (CCMU) and Behavioral Health Justice Intervention Services (BHJIS) Projects, California Department of Health Care Services (DHCS) (2021–present). Ms. Reeves serves as the project director for the CCMU and BHJIS projects, which support and expand behavioral health mobile crisis and non-crisis services in the state of California. DHCS contracts with AHP to serve as the administrator of this project to develop, manage and subcontract with grantees to plan, implement, or expand behavioral health services. The project is funded with \$150 million from the Behavioral Health Continuum Infrastructure Program (BHCIP) and \$55 million from the Substance Abuse and Mental Health Services Administration (SAMHSA) through the Coronavirus Response and Relief Appropriations Act (CRRSAA).

Outpatient Competency Restoration Program (OCRCP), Washington State Health Care Authority (HCA) (2015–2021). Ms. Reeves was the program administrator for OCRCP. She managed the development, planning, implementation, and oversight of the OCRCP and provider contracts as directed by the Trueblood vs. Washington State Department of Social and Health Services (DSHS) settlement of contempt agreement. Duties included contract management, continuous quality improvement, collaboration, coordination and strategic planning among other Trueblood service elements and community partners, and data and deliverable reporting.

Offender Reentry Community Safety Program, Washington State HCA (2017–2021). As program administrator, Ms. Reeves provided administrative oversight and leadership of the Offender Reentry Community Safety Program, which provides enhanced behavioral health services to individuals exiting Department of Corrections commitment who have been assessed as having high behavioral health needs and are considered very dangerous.

Olympic Health and Recovery Services (2017–2021). Ms. Reeves currently serves as a designated crisis responder. She provided consultation and facilitation of the Washington State Involuntary Treatment Act, RCW 71.05. She assessed behavioral health of youth and adults as related to risk of harm to self, others, or grave disability and coordinated care with community behavioral health providers, emergency rooms, and law enforcement agencies.



Mental Health, Adult Respite Service, and Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF-IID) Programs, Developmental Disabilities Administration (DDA), Washington State DSHS. (2012–2015). As a program manager, Ms. Reeves provided administrative oversight and leadership of children and adult mental health and crisis services, ICF-IIDs, and Adult Respite Services provided by or contracted by DDA.

State of Washington Rehabilitation Administration—Juvenile Rehabilitation (RAJR) (2006–2012). Ms. Reeves was a transition program specialist and Tribal liaison for RAJR, where she served as the statewide liaison to regional administrators, superintendents, community programs, and state/contracted community facilities to ensure quality delivery of policies regarding placement, security, public safety, and transition of juvenile offenders into the community. She co-chaired the statewide Community Facility Advisory Committee and provided ongoing quality assurance of community facility standards.

Selected Publications and Presentations

Kinlen, T., Means, J., & Reeves, M. (2021, October 4–5). Competency Restoration Process and Inpatient Restoration vs. Outpatient Restoration [Conference presentation]. Co-Occurring Disorders & Treatment: Washington State Conference [Virtual].

Mims, N., & Reeves, M. (2021, October 4–5). Trueblood Settlement of Contempt Projects [Conference presentation]. Co-Occurring Disorders & Treatment: Washington State Conference [Virtual].

Reeves, M. (2018, October 15–16). Offender Reentry Community Safety Program [Conference presentation]. Co-Occurring Disorders & Treatment: Washington State Conference, Yakima, WA, United States.

Professional Experience

Advocates for Human Potential, Inc., McCleary, WA, *Senior Program Manager I*, 2021–present

Washington State Health Care Authority, Olympia, WA, *Outpatient Competency Restoration Program Administrator, Offender Reentry Community Safety Program Administrator*, 2015–2021

Olympic Health and Recovery Services, Olympia, WA, *Designated Crisis Responder*, 2017–2021

Washington State Developmental Disabilities Administration, Olympia, WA *Mental Health Program Manager, Adult Service Program Manager, ICF-IID Program Manager*, 2012–2015

Washington State Rehabilitation Administration—Juvenile Rehabilitation (RAJR), Olympia, WA, *Transition Program Specialist, Tribal Liaison*, 2006–2012

Washington State Special Commitment Center, Steilacoom, WA, *Training and Staff Development Manager*, 2004–2006

Washington State Juvenile Rehabilitation Administration, Olympia, WA, *Mental Health Coordinator*, 2003–2004; *Diagnostic Coordinator and Community Facility Coordinator*, 2002–2003; *Juvenile Rehabilitation Community Counselor*, 1998–2002; *Special Needs Counselor*, 1997–1998

Education

M.Ed. in guidance and counseling, City University of Seattle, Seattle, WA, 2003

B.A. in psychology, Saint Martin's University, Lacey, WA, 1999

Licensed Mental Health Counselor Associate



Candice Russell is a senior program associate at Advocates for Human Potential, Inc. Ms. Russell is a behavioral health professional with experience in providing technical assistance and training (TTA); research and writing related to behavioral health policy; and advocacy for adults experiencing serious mental illness (SMI), people experiencing homelessness, and women and youth with co-occurring disorders. Currently, she supports the California Youth Opioid Response (YOR California) project and the California Hub and Spoke System (CA H&SS), collaborating with grantees to implement their workplans for the expansion of medication-assisted treatment (MAT) and the prevention of opioid overdose-related deaths among adults and youth in California. Ms. Russell joined AHP after working as a research associate at the National Association of State Alcohol and Drug Abuse Directors (NASADAD), a nonprofit organization providing TTA, research, and policy analysis for single state agencies (SSAs). Ms. Russell received her B.S. in psychology from George Mason University.

Selected Project Experience

YOR California: Expanding MAT for Youth and Young Adults, California Institute for Behavioral Health Solutions, California DHCS (2021–present). YOR California administers and oversees \$11 million in SOR funds to 32 grantees, with duties including issuance of a request for proposal, serving as an administrative service organization, program monitoring, and reporting. YOR California also provides youth-specific protocols, guidelines, toolkits, opioid use disorder (OUD) and StUD educational materials, learning collaboratives, and subject matter expertise on helping youth with or at risk of OUD or overdose-related death. Ms. Russell provides training and technical assistance (TTA) and subject matter expertise to the capacity-building grantees of the project.

Hub and Spoke System (H&SS), California DHCS (2020–present). The H&SS project is a contract with DHCS with SOR II funding from the Substance Abuse and Mental Health Services Administration (SAMHSA). AHP serves as the Administrative Entity to disburse and oversee approximately \$57.4 million to California's H&SS from September 2020 through September 2022. Subcontracted partners are Aurrera Health and UCLA-ISAP. Ms. Russell is the lead grantee liaison to eighty-six grantee sites and provides training and technical assistance (TTA) and webinar support related to clinical services, data collection, and Government Performance and Results Act (GPRA) compliance.

Homeless and Housing Resource Network (HHRN), Substance Abuse and Mental Health Services Administration (SAMHSA) (2017–2020). Ms. Russell was a TA manager for HHRN, the largest SAMHSA contract designed to provide TA, support, training, product development, information synthesis, and other services to SAMHSA's homeless grant programs and the general public on homelessness, housing, behavioral health disorders, and recovery. Ms. Russell provided remote TA and resources to individuals who were experiencing homelessness, developed a decision matrix tool to be used by both HHRN and SAMHSA staff for responding to queries from individuals experiencing homelessness, and coordinated activities for the State PATH Contact Network as part of SAMHSA's Projects for Assistance in Transition from Homelessness (PATH).

District of Columbia (DC) Department of Behavioral Health (DBH) TA Core Skills and Framework (2019). The focus of this project was to develop a TA framework and use the framework to train DC DBH employees to improve their assessment, delivery, and evaluation of TA initiatives for the mental health and substance use treatment agencies certified by DBH. Ms. Russell conducted



data- and information-gathering via focus groups and individual interviews of DC DBH employees and DBH-certified providers. The summarized information was used in the development of the final TA framework.

Behavioral Health and HIV/AIDS Technical Assistance Center (BH-HIVTAC), SAMHSA (2017–2018). The focus of this project was to provide TA services, virtually and in person, to various SAMHSA Center for Substance Abuse Prevention and Center for Substance Abuse Treatment (CSAT) grantees. Ms. Russell was a TA manager responsible for facilitating requests from grantees seeking support in all areas related to the successful implementation of stated grant goals, including recruitment, retention, sustainability, and data management. Ms. Russell coordinated TTA for grantees that were seeking development and expansion of culturally competent and effective SUD prevention and treatment within their programs, including opioid use disorders, increased testing for HIV and viral hepatitis, and strengthening linkages to primary care services for HIV and viral hepatitis. Ms. Russell facilitated grantee focus groups and successfully coordinated an in-person meeting for grantees located in the New York City Metropolitan Area.

Trainings

Indiana Pregnant And Parenting Women (PPW) Providers Summer Training Day (2021). AHP provided a three-part virtual training specifically for Indiana's PPW service providers. This training included presentations, discussions, and experiential exercises on integrating principles and best practices in cultural humility into PPW services. Ms. Russell served as a trainer and facilitator.

Diversity, Equity & Inclusion (DEI) Committee (2021). The focus of this two-part training to AHP employees was to provide an overview of racial equity, implicit biases, and how to build DEI into AHP work culture. Ms. Russell served as a trainer and facilitator.

Selected Publications

NASADAD. (2014). *Toward a state adolescent EBP selection guide: An initial investigation of state agency selection approach and experiences with evidence-based practices and standardized assessment instruments for adolescent and young adult substance abuse treatment services* [White paper]. <http://nasadad.org/wp-content/uploads/2016/09/Toward-a-State-Adolescent-EBP-Selection-Guide-FINAL-REPORT.pdf>

Professional Experience

Advocates for Human Potential, Inc., Germantown, MD, *Senior Program Associate*, 2021–present; *Program Associate*, 2017–2021

The National Association of State Alcohol and Drug Abuse Directors, Washington, DC, *Research Associate*, 2012–2017

Education

B.S., psychology, George Mason University, Fairfax, VA, 2012

Marques Davis is a program associate on the Behavioral Health Workforce Development (BHWD) team at Advocates for Human Potential (AHP). Marques is a seasoned professional with 15 years of development and supportive services within the public health & HIV/AIDS prevention field, with a youth-centered target population (ages 12–29). Mr. Davis has been involved in many aspects of the public health field, from managing outreach services and facilitating training to developing public programs. He also has experience supporting organizations with grant writing and working productively within a wide variety of age demographics, as well as with LGBT & low-income/underserved communities. Mr. Davis received his B.S. in social work and project management from Norfolk State University.

Selected Project Experience

Behavioral Health Workforce Development (BHWD), California Department of Health Care Services (DHCS) (2021–present). Mr. Davis is a program associate with the BHWD initiative, responsible for establishing and building relationships as a grantee liaison with community-based grantees throughout California in the BHWD projects. This includes serving as grantees' primary point of contact for activities as subcontractors to AHP, such as managing written and phone communications, updating grantee contacts rosters, conducting monthly grantee meetings and coaching calls regarding project progress, and invoice reviews and approvals.

SoCal Club, Men's Health Foundation (MHF) (2017–2020). As program manager for the SoCal Club, Mr. Davis mentored and worked alongside a diverse team to execute program objectives. This included developing and implementing outreach and engagement programming for clients, supervising implementation of evidence-based interventions, and working with the MHF senior leadership team to develop and implement a long-term strategy to expand the SoCal Club program to meet the evolving needs of the target population: African American & Latino LGBTQ+ identifying people aged 12–29. Mr. Davis led collaborations between SoCal Club and other MHF teams to enhance programming and built relationships with community partners to expand access to services and raise the profile of the organization. Internally, he developed and implemented best practice for the SoCal Club and, with the support of the Director of Public Programs, drafted program-specific policies and procedures. Additionally, he was responsible for overseeing quality control and administrative aspects of the program, monitoring program performance, collecting accurate data, and meeting performance goals while controlling a \$750,000 annual budget of operation.

Lifelong (2017). At this Seattle-based nonprofit that provides healthcare advocacy and support for vulnerable and marginalized populations, Mr. Davis was a prevention manager, focusing on recruiting persons at high risk for HIV into pre-exposure prophylaxis (PrEP) case management. He provided PrEP education, psychosocial case management services, and support in cooperation with Lifelong's clinical partnership with Planned Parenthood, as well as PrEP case management—including assistance with accessing healthcare, insurance navigation and utilization, adherence planning, PrEP treatment planning, and psychosocial support services. Mr. Davis also assisted in the planning and implementation of outreach and HIV testing in venues and environments where high-risk sexual activity is prevalent. He maintained and updated client documentation according to departmental standards.

King County, Washington Public Health (2016). Mr. Davis was a TAC, disease research intervention specialist, and Hepatitis B and C surveillance investigator for King County, where he conducted prompt and complete case investigations for chronic hepatitis B and C using assigned protocols. He provided thorough, accurate, and organized documentation and processing of case and outbreak reports and related activities, submitting timely and appropriate notifications and communications related to disease investigations and outbreak-related activities. Mr. Davis also provided technical assistance (TA) to healthcare providers and general information to the public on assigned topics.





Institute for Public Health Innovation (IPHI) (2013–2016). As a program assistant, Mr. Davis assisted with the development and implementation of program timelines to ensure timely completion of activities and deliverables and monitored activities to ensure quality and accuracy. He developed guidance for community health workers to support IPHI and program initiatives and monitored related activities. Additionally, Mr. Davis supported the development and maintenance of databases, including accurate data entry and the development of various queries, forms, and reports to support program needs; managed logistics, scheduling, and set-up of IPHI-led meetings; and served as a point of contact for registration for meetings and trainings, sending meeting materials to participants. He was engaged in strategic planning activities and assisted with grant development and proposal writing.

AIDS Healthcare Foundation—Blair Underwood Clinic (2012–2013). Mr. Davis served as an HIV testing counselor and event volunteer coordinator for the Clinic, where he elicited from clients HIV risk history; collected and processed samples in accordance with national, state, and local guidelines; and provided pre- and post-test health education and individual risk reduction counseling sessions, including providing clients with local community and medical referrals as needed, documenting all required information for reporting purposes. Mr. Davis also assisted with event planning, coordinating logistics, administrative services, and facilitation of HIV testing trainings while supervising an event volunteer team.

Us Helping Us, People Into Living, Inc. (2007–2012). As a part-time outreach assistant and HIV testing counselor, Mr. Davis managed HIV prevention and support program staff and specific project consultants, including group level, community/outreach interventions, and counseling and testing. He oversaw deliverables, deadlines, and monthly reporting for federal, local, and private grantors, including the Centers for Disease Control and Prevention (CDC), HIV AIDS Administration, Washington AIDS Partnership, and Public Welfare Foundation.

Professional Experience

Advocates for Human Potential, Inc., Pasadena, CA, *Program Associate I*, 2019–present

Men’s Health Foundation, Los Angeles, CA, *Program Manager, SoCal Club*, 2017–2020

Gray Segments, Los Angeles, CA, *Director of Events*, 2015–2020

Lifelong, Seattle, WA, *Prevention Manager*, 2017

King County Public Health, Seattle, WA, *TAC—Disease Research Intervention Specialist—Hepatitis B and C Surveillance Investigator*, 2016

Institute for Public Health Innovation (IPHI), Washington, DC, *Program Assistant*, 2013–2016

AIDS Healthcare Foundation—Blair Underwood Clinic, Washington, DC, *HIV Testing Counselor/Event Volunteer Coordinator*, 2012–2013

Us Helping Us, People Into Living Inc., Washington, DC, *Outreach Assistant/HIV Testing Counselor (part-time)*, 2007–2012

Education

B.S. in social work, Norfolk State University, Norfolk, VA, 2005

Project Management and Event Planning Certification, Northern Virginia Community College, Annandale, VA, 2007



Mayra Bennett, M.S.W., is a senior program associate at Advocates for Human Potential (AHP), where she supports various projects assisting programs that have been funded by the Bureau of Justice Assistance (BJA), Health Resources and Services Administration (HRSA), and Substance Abuse and Mental Health Services Administration (SAMHSA). Ms. Bennett has extensive experience in project coordination, technical assistance, training, and research. Throughout her career, she has worked with organizations that provide outreach, treatment, and recovery services, with a focus on criminal justice, substance use, HIV/AIDS, and behavioral and mental health. Additionally, Ms. Bennett has been involved in meeting and virtual conference planning and coordination and assisted in the development and translation of a variety of English/Spanish products, such as manuals, fact sheets, user guides, training materials, and marketing documents. She supports various projects with the collection and evaluation of data, needs assessments, and literature reviews. Ms. Bennett received her M.S.W. from the University of Maryland.

Selected Project Experience

Uniform Data Systems for Health Centers (UDS), HRSA (2019–present). This project provides training and technical assistance (TTA) support to ensure the reliability and validity of UDS data submitted annually by all HRSA-funded health centers. The UDS is a core set of information appropriate for monitoring and evaluating health center performance and reporting on program trends. Ms. Bennett is supporting the project by reviewing UDS data from several HRSA-funded health centers and coordinating and updating UDS fact sheets.

Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) National TTA Provider, BJA (2018–present). Part of the Comprehensive Addiction and Recovery Act (CARA), COSSAP (formerly the Comprehensive Opioid Abuse Program, or COAP) focuses on system-wide initiatives for improving the planning and coordination of existing resources, as well as expanding outreach, treatment, and recovery services, to transform our country's criminal justice and treatment response to the opioid epidemic. Ms. Bennett serves as the operations manager of the project, assists with technical assistance (TA) coordination, peer mentor programs, administration of the TTA tracker, review of grantee proposals, development of site-specific profiles, provision of data for performance measure reports, and development of quarterly reports.

Behavioral Health and HIV/AIDS Technical Assistance Center (BH-HIVTAC), SAMHSA (2015–2018). This project provided TA services, virtually and in person, to various SAMHSA Center for Substance Abuse Prevention (CSAP) and Center for Substance Abuse Treatment (CSAT) grantees. As the manager of TA operations, Ms. Bennett assisted the project director with various leadership functions. She also coordinated TA requests and facilitated calls with consultants, grantees, and government project officers (GPOs). She assisted with the development of evaluations, manuals, templates, webinars, virtual conferences, and marketing documents; provided online training for grantees; and compiled and analyzed grantee-related data. As the event manager for the CSAP Closeout Conference and CSAT Virtual Conference, Ms. Bennett conceptualized and organized parts of the conference, developing timelines and overseeing webinar production. She created and administered the SharePoint site for grantees.

Services Accountability Improvement System (SAIS) Project, SAMHSA CSAT (2009–2014). This project provided TA and training to various SAMHSA grantees as well as administered SAIS and the Technical Assistance Request System (TARS). While at Danya International, Inc., Ms. Bennett coordinated TA requests for SAMHSA's CSAT grantees. She worked closely with grantees, consultants, and GPOs to coordinate TA requests. Ms. Bennett managed the TA database; developed and analyzed TA surveys; collaborated on the development of TA templates, user guides, manuals, and translations; and assisted with developing Government Performance and Results Act (GPRA) training materials in English and



Spanish. She gathered and analyzed grantee data, developed various key performance indicator reports, and assisted with training grantees on customized site visits. Ms. Bennett helped develop consultant and grantee webinars and provided training during the GPRA Training of Trainers.

Contracts and Small Business Innovation Research (SBIR) Projects (2006–2009). At Danya International, Inc., Ms. Bennett supported research functions on various projects, assisted with collection and evaluation of data, needs assessment, proposal writing, literature reviews, Spanish translations, research design and analysis, website content development, and production of various materials, such as fact sheets and video scripts. For the National HIV Day Awareness Campaign, Ms. Bennett assisted with creating the repository of information for both the Centers for Disease Control and Prevention (CDC) and national planning committees (the Asian and Pacific Islander Anti-Stigma Campaign, the National Black HIV/AIDS Awareness Day campaign, and the National Latino AIDS Awareness Day campaign).

Selected Publications and Presentations

Bennett, M., Basche, F., and King, A. (2016, July 20). SAMHSA CSAT Violence Intervention to Enhance Lives (VITEL) Tool Client Interaction Form Webinar.

Bennett, M., Basche, F., and King, A. (2016, June 22). SAMHSA CSAT Violence Intervention to Enhance Lives (VITEL) Tool Follow-up/Discharge Webinar.

Bennett, M., Basche, F., & King, A. (2016, May 15). SAMHSA CSAT Violence Intervention to Enhance Lives (VITEL) Tool Baseline/Intake Webinar.

Bennett, M., & Landry, M. (2011, November). *Enhancing addiction treatment program accountability and improvement: The public health benefits of the Services Accountability and Improvement System* [Poster presentation]. American Public Health Association Annual Meeting, Washington, D.C., United States

Oser, R., Offner, R., & **Barahona, M.** (2008, June). *Developing an international drug abuse data resource center for researchers* [Poster presentation]. National Institute on Drug Abuse International Forum, San Juan, PR, United States.

Oser, R., Tuohy, C. M., Offner, R., & **Barahona, M.** (2008). *Developing conflict resolution training materials for substance abuse counselors*. College on Problems of Drug Abuse Dependence.

Professional Experience

Advocates for Human Potential, Inc., Germantown, MD, *Senior Program Associate*, 2021–present;
Program Associate II, 2015–2021

Danya International, Inc., Silver Spring, MD, *Research Associate, Project Associate*, 2006–2014

Kevric/IMC, Bethesda, MD, *Health Information Specialist*, 2004–2006

Education

M.S.W. in clinical social work, University of Maryland, Baltimore, MD, 2011

B.A. in sociology, Mary Baldwin College, Staunton, VA, 2004

Rosalinda Larios is a program assistant for the Center for Technical Assistance at Advocates for Human Potential (AHP). She is currently the grantee liaison for the Behavioral Health Workforce Development (BHWD) project with the California Department of Health Care Services (DHCS), specifically the Expanding Peer Organization Capacity (EPOC) grants. Ms. Larios reviews grantee applications for two requests for application (RFAs), establishes connections and checks in with the grantees, and handles grantee invoices for funding. She is fluent in both English and Spanish, and she primarily works with grantees that serve a predominantly Hispanic population facing language barriers. Ms. Larios is pursuing a master's degree in public health with a community health promotion concentration from the University of Southern California (USC; expected 2023).

Selected Project Experience

BHWD, California DHCS (2021–present). Ms. Larios is a grantee liaison for the BHWD project. She helps review applications for funding eligibility, establishes close connections and peer mentoring with grantees focusing on behavioral health, and reviews and accepts quarterly invoices to ensure all grantees are meeting their goals. Ms. Larios primarily works with grantees or organizations that serve predominantly Hispanic populations.

COVID-19 Contact Tracing, Los Angeles County Department of Public Health (DPH) (2021–present). As an intern for DPH, Ms. Larios interviewed people who had tested positive for COVID-19, and subsequently interviewed their close contacts. She asked interviewees about their COVID-19 vaccine history, signed up those still needing or wanting vaccines, and addressed vaccine hesitancy.

USC Global Dental Brigades (2019–present). As chapter president/health-care coordinator, Ms. Larios coordinated a Brigades trip to Honduras and Panama and recruited a group of pre-dental students to assist dental professionals in providing free services to low-income communities in foreign countries.

USC Upward Bound (2019–2021). Ms. Larios was a seminar instructor for Upward Bound, where she mentored high school students on applying to college, taught them college entry-level skills, and coordinated educational events for underrepresented youth. She initially served as a residential advisor and tutor for the program, helping high school students with general education college courses and preparing them for college admissions.

TRiO, USC Government and Partnership Programs (2018–2021). Ms. Larios recruited low-income students who attended local high schools to participate in an all-expenses-paid Pharmacy Technician/Dental and Medical assisting program.

LAC + USC Medical Center (2018). As a dental assistant intern, Ms. Larios shadowed dentists, oral surgeons, hygienists, and dental students on several dental treatments and procedures.

Vermont Dental Care (2016). As a dental assistant for the practice, Ms. Larios took full-mouth X-rays on both children and adults, translated, and sterilized instruments.

Professional Experience

Advocates for Human Potential, Inc., Pasadena, CA, *Program Assistant II*, 2021–present

Los Angeles County Department of Public Health, Los Angeles, CA, *COVID-19 Contact Tracer Intern*, 2021–present

USC Upward Bound, Los Angeles, CA, *Seminar Instructor*, 2019–2021; *Residential Advisor and Tutor*, 2019

USC Government and Partnership Programs, Los Angeles, CA, *TRiO Student Worker*, 2018–2021



Vermont Dental Care, Los Angeles, CA, *Dental Assistant*, 2016

Education

M.P.H., community health promotion concentration, University of Southern California, Los Angeles, CA,
in progress

B.A. in health and human sciences, University of Southern California, Los Angeles, CA, 2021

Dental Assistant Certification, West Los Angeles College / University of Southern California, 2015



Sarah Zobel is a senior writer at Advocates for Human Potential (AHP), where she collaborates on a variety of state and federally funded contracts. Before joining AHP, Ms. Zobel wrote and edited internal and external communications content for a range of academic institutions, nonprofit organizations, government agencies, foundations, research centers, nongovernmental organizations, hospitals, publishing houses, and businesses. That work focused largely on health—including public health and equity—education, and housing and homelessness and included research and annual reports, profiles, features, proposals, video scripts, curricula, fact sheets, white papers, grant applications, social media posts, and content for research studies. Ms. Zobel received a B.A. in English and French from Mount Holyoke College and attended the Denver Publishing Institute.

Selected Project Experience

Massachusetts Access to Recovery (ATR), SAMHSA, Massachusetts Department of Public Health Bureau of Substance Addiction Services (MA DPH BSAS) (2021–present). AHP implements this federal grant in partnership with the grantee, MA DPH BSAS. ATR is designed to give people with SUDs wider access to recovery support services to assist them on their path to recovery and includes career development assistance. Ms. Zobel wrote and edited content for a six-module onboarding training course, as well as a resource guide, newsletter article, and other materials.

Behavioral Health Continuum Infrastructure Program (BHCIP), California Department of Health Care Services DHCS) (2021–present). The State of California created this multifaceted program to allocate \$2.2 billion to construct, acquire, and rehabilitate properties and invest in the mobile crisis infrastructure related to behavioral health. Ms. Zobel serves as a writer in various areas, including the creation of RFAs, proposal writing, and related tasks.

State Projects for Assistance in Transition from Homelessness (PATH) Programs, Substance Abuse and Mental Health Services Administration (SAMHSA) (2021–present). PATH funds services to individuals with serious mental illness (SMI) and substance use disorders (SUDs) who are experiencing or at risk of experiencing homelessness. Ms. Zobel serves as a writer on projects for several state PATH programs, including service provider program manuals, requests for application (RFAs), and fact sheets.

Residential Substance Abuse Treatment (RSAT) for State Prisoners Training and Technical Assistance (TTA) Program, U.S. Department of Justice (DOJ) Bureau of Justice Assistance (BJA) (2021–present). As part of this national TTA program for prison, jail, and inmate aftercare substance use treatment programs in states, the District of Columbia, and U.S. territories, Ms. Zobel serves as a writer and editor in the ongoing RSAT Compendium project, which posts RSAT surveys on the RSAT TTA website, ensuring content accuracy of basic programmatic and treatment information.

Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) National TTA Center, DOJ BJA (2021–present). Ms. Zobel is involved with researching, writing, and editing technical assistance products for national, state, and local stakeholders who are currently addressing or plan to address SUDs among detainees, jail inmates, and individuals transitioning from incarceration to the community.

Virginia Permanent Supportive Housing (PSH), Commonwealth of Virginia (2021–present). Ms. Zobel is the writer for *The WRAP Values for Community Housing Workbook*. It is the revision of an earlier Wellness Recovery Action Plan (WRAP) workbook AHP produced to help the Virginia Department of Behavioral Health and Developmental Services, along with the Commonwealth's Office of Community Housing, Community Service Boards, and nonprofit PSH entities, reduce rates of homelessness among individuals with SMI.

Homeless and Housing Resource Network (HHRN), SAMHSA (2014–2016). Ms. Zobel was the primary writer for *Redefining Experiences—Alternatives to Criminalization of Homelessness (REACH)*, a curriculum



that was designed to provide guidance for law enforcement, service providers, and communities as they collaborate on solutions-oriented approaches to homelessness. She was also a writer for SAMHSA's Homelessness Resource Center, for which she conducted interviews and research and wrote features for the website.

Sharecare, Inc. (2016–2021). Ms. Zobel was senior medical content developer for Sharecare, Inc., where she researched health-related information in current medical literature and wrote engaging, consumer-friendly content for consultations in AskMD, an award-winning medical decision support application. She established editorial style guidelines for this product, updated sources, was responsible for content maintenance in a proprietary software program, and collaborated with medical reviewers.

Professional Experience

Advocates for Human Potential, Inc., Sudbury, MA, *Senior Writer*, 2021–present

582 Communications, Essex Junction VT, *Writer and Editor*, 1993–present

Sharecare, Inc., Atlanta, GA, *Senior Medical Content Developer*, 2016–2021

Lexington Books (a division of Macmillan Publishing), Boston, MA, *Assistant Editor*, 1991–1993

Twayne Publishers (a division of Macmillan Publishing), Boston, MA, *Assistant Editor*, 1990–1991

Prentice Hall Information Services, Washington, DC, *Production Associate*, 1988–1990

Education

B.A. (with high honors) in English literature and French studies, Mount Holyoke College, South Hadley, MA, 1988

Université Paul Valéry, Montpellier, France

Certificate in publishing, University of Denver Publishing Institute

Graduate-level introduction to public health and health policy, University of Vermont

Online courses in nutrition, mHealth, social epidemiology, video production for journalists, digital photography, and data journalism

Awards

Bronze Excellence Award, article of the year, colleges and universities, CASE District I, 2013

Ralph Nading Hill, Jr., literary prize semi-finalist, 2002, 2009

Boards and Leadership

Mentor, Girls Write Now (2021–present)

Hospice volunteer, UVM Health Network Home Health & Hospice; Pet Peace of Mind (2014–present)

Special project videographer, The Yellow Tulip Project (2020–present)

Member, Sharecare Diversity and Inclusion Committee (2020–2021)

Vermont Public Health Association (member, Communications Committee)

The following list discloses the entities to whom AHP has provided TPA Services, including client name, beginning and end dates of each engagement, dollar amount of funding administered, and the number of subrecipients managed. Please see the table on the following page for the same information, presented in a different format.

1. **California Department of Health Care Services**; January 2019–March 2023; \$2.3 billion; 349+ subrecipients, broken down as follows:
 - DHCS, Youth Opioid Response; January 2019–September 2022; \$22 million; 61 subrecipients
 - DHCS, Narcotic Treatment Program Capacity Project; May 2019–September 2020; \$1.5 million; 13 subrecipients
 - DHCS, Hub & Spoke System Administrator; September 2020–September 2022; \$57.4 million; 80+ subrecipients
 - DHCS, Mobile Crisis and Justice Projects Administrator; September 2021–September 2022; \$221.25 million; 100+ subrecipients
 - DHCS, Behavioral Health Continuum Infrastructure Program (BHCIP)—Launch Ready; September 2021–June 2022; \$2 billion; 36 subrecipients and additional rounds of funding pending
 - DHCS, Behavioral Health Workforce Development (BHWD); July 2021–March 2023; \$53 million; 59 subrecipients
2. **California Department of Social Services**, Community Care Expansion; October 2021–September 2026; \$800 million; solicitation in process
3. **Massachusetts Department of Public Health Bureau of Substance Addiction Services**, Access to Recovery; October 2010–September 2022; \$46.6 million; 67 subrecipients

This table presents the same information listed above, for ease of reading.

Entities to Whom AHP has Provided TPA Services				
Project Name	Client	Start and End Dates	Funding Distributed to Subrecipients	Number of Subrecipients
California Youth Opioid Response (YOR California)	California Department of Health Care Services (CA DHCS)	January 2019 to September 2022	\$22 million	61
Narcotic Treatment Program (NTP) Capacity Project	CA DHCS	May 2019 to September 2020	\$1.5 million	13
Hub & Spoke System Administrator	CA DHCS	September 2020 thru Sept 2022	\$57.4 million	80+
Mobile Crisis and Justice Projects Administrator	CA DHCS	September 2021 to September 2022	\$221.25 million	100+
Behavioral Health Continuum Infrastructure Program (BHCIP)—Launch Ready	CA DHCS	September 2021 to June 2022	\$2 billion	36 so far, additional rounds of funding will bring more grantees
Behavioral Health Workforce Development (BHWD)	CA DHCS	July 2021 to March 2023	\$53 million	59
Community Care Expansion	California Department of Social Services	10/1/2021 thru 9/31/2026	\$800 million	solicitation in process
Access to Recovery (ATR)	Massachusetts Department of Public Health (DPH) Bureau of Substance Abuse Services (BSAS)	October 2010 to September 2022	\$46.6 million	67

STATEMENT OF INTEREST RESPONSE TO REQUESTED INFORMATION

1.0 INSTRUCTIONS

Provide your organization's complete responses in the following text entry fields below.

2.0 RESPONDENT CONTACT

Respondent shall identify a primary point of contact as part of its Response as follows:

Organization Name: California Community Foundation

Headquarters

Address: 221 S. Figueroa St., Suite 400

Los Angeles, CA 90012

Organization

Website: <https://www.calfund.org>

Principal Point of Contact:

Name: Maria Garcia

Title: Senior Program Officer, Public Policy and Strategic Partnerships

Mailing Address: 221 S. Figueroa St., Suite 400

Los Angeles, CA 90012

Email Address: mgarcia@calfund.org

Phone Number: (213) 452-6297

3.0 RESPONSE QUESTIONS

3.1 Minimum Requirements

- A. Provide a narrative that demonstrates your organization, as the sole respondent, meets the following minimum requirement:

At least three (3) years of Third Party Administrative (TPA) experience as a fiscal intermediary administering and distributing at least \$10 million annually among multiple subrecipients including to Community-Based Organizations and/or nonprofits (hereinafter referred to as “Service Providers”); with processes in place to conduct administrative, program oversight, and monitoring of subrecipients funding to Service Providers and to provide technical assistance to Service Providers in order to meet the requirements to obtain grants and/or contracts with public and/or private organizations.

(General narrative here, client list requested in Section 3.6).

Narrative:

CCF is a registered 501(c)(3) that has served as a public, charitable organization for more than 100 years, empowering donors to pursue their own personal passions and collaborating with community partners to address the root causes of the challenges facing Los Angeles County. As a third-party administrator, CCF specializes in creating various grantmaking vehicles that channel a variety of funders and funding sources, including from corporations, public and private foundations, government, individuals and families. CCF meets and exceeds the minimum requirements listed in the RFSI to serve as the TPA, stewarding \$1.8 billion in assets and managing 1,700 charitable foundations, funds and legacies. Over the past three years alone, CCF has administered and distributed over \$45 million (\$17.21 million in 2018-2019; \$15.67 million in 2019-2020; and \$14.65 million in 2020-2021) among hundreds of subrecipients, primarily community-based nonprofit organizations, as a TPA. (See attached Client List.) Based on total giving, CCF is the fourth largest community foundation in the United States.

CCF's dedication to fiscal responsibility, transparency and careful stewardship of various funds for over 100 years has resulted in frequently being entrusted as a TPA. In this role, CCF partners with thousands of donors to streamline the philanthropic process, specializing in simplifying the conversion of complex assets.

Given our experience as a TPA, CCF maintains policies, procedures and processes to conduct administrative and program oversight,

monitoring of subrecipients funding, and technical assistance. These include:

- Foundation staff conduct due diligence on the tax status of grantee recipients prior to every grant disbursement and staff perform additional due diligence procedures depending on the origins of the grant funds and related requirements.
- The Foundation has dedicated Grants Management and Program Officer teams that track, monitor, and evaluate the compliance and outcomes of contracted services. A Grants Management Team consisting of seven members is led by a Grants Director and ensures tax and regulatory compliance for every grant disbursement and maintains Foundation policies to support the team's due diligence procedures.
- CCF conducts due diligence including review and analysis of grant proposals, written materials, financial information, site visits and interviews with other funders and relevant agencies. Several CCF staff have also served on County funding request review panels and/or developed evaluation approaches for County-funded programs.
- CCF monitors grant investments, produces grant agreements, reviews progress reports and payment requests, and maintains ongoing communications with grantees.
- CCF works with grantees to strengthen their organization's capacity to adapt to changes in the nonprofit environment, including their ability to report results by using effective outcome measures. All of our grantmaking efforts involve the assessment, evaluation and support of nonprofit grantees' capacity building. This includes working directly with staff and boards of grantee nonprofits, supporting the network of nonprofit technical assistance organizations, serving as the largest foundation lender to nonprofits, and attracting new dollars to the region that directly support the work of these nonprofits. CCF also has experience working with the County to develop flexible funding models to ensure community-based organizations have the support they need to operate effectively while maintaining responsibility over contract compliance.
- CCF's experience serving as a third-party administrator for federal, state, and local government has resulted in building up its capacity and experience with public contract monitoring—conducting both programmatic monitoring of

service provider program activities and financial monitoring through a dedicated staff of compliance officers.

- For multi-year grants with multiple payments, Foundation staff review financial data, status reports on the use of grant funds, and impact and results data on an annual basis, or prior to disbursement of the next award payment. The Full Board of Directors reviews a summary of grant awards quarterly.
- The Foundation's Board of Directors oversees accountability and risk mitigation with specific responsibilities assigned to Board committees and Foundation staff. The Board is comprised of nineteen independent directors and the Foundation President & CEO, and is supported by the General Counsel. The Audit Committee has primary responsibility for risk mitigation and financial controls. The Audit Committee is supported by Foundation staff including the CFO, VP of Finance, and Senior Counsel. Additional Board committees providing oversight include the Budget, Program, Investment, Development, and Executive, Committees. Foundation staff engages consultants to provide additional expertise in certain complex matters including investments, insurance, and taxation.
- The Foundation is subject to tax-exempt entity rules and regulations promulgated by regulatory authorities including the California State Attorney General, the Internal Revenue Service and the United States Treasury Department. Foundation staff and the Board of Directors have established policies and procedures to monitor and maintain regulatory compliance.

The Foundation follows U.S. generally accepted accounting principles and has developed policies and procedures to align with those principles.

B. If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- ☒ Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
- ☐ Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.
- ☐ Not applicable

3.2 Background and Experience

A. Describe your organization's TPA experience working with Service Providers as subrecipients to support outreach, education, engagement, communication, health systems and social service navigation, and/or other client support initiatives.

Narrative:

As a TPA, CCF has a rich history of working with service providers and nonprofits as subrecipients and supporting their efforts related to outreach, education, community engagement, communication, health systems and social service navigation.

CCF's recent experience as a TPA includes:

- **Los Angeles Justice Fund** - The LAJF was established to pilot deportation defense through a public-private partnership for immigrants in Los Angeles facing detention or deportation. The LAJF raised over \$11M (between City, County, CCF and the Weingart Foundation), to ramp up capacity for the delivery of high-quality legal representation, strengthening the immigration legal services infrastructure for the region as a whole. Between 10/1/17 and 6/1/21, CCF served as the fiscal sponsor, program administrator, lead convenor and grants manager. There were 20 grantees, each receiving between \$200,000 - \$1 million, totaling \$11,666,875.
- **Ready to Rise** - Ready to Rise is a public-private partnership between the California Community Foundation, the Los Angeles County Probation Department ("Probation"), and Liberty Hill Foundation. Together, these three organizations are working to

advance a shared vision and goals to provide youth and families with supportive, asset-based, high-quality resources and opportunities towards successful pathways to adulthood. CCF serves as a fiscal intermediary, program manager, and assists with program data and evaluation for the project. In year one (2019), the partnership administered \$9.66 million, in year two (2020), \$9.488 million; and to date in year three we have administered \$9.7 million to 51 grantees, each receiving between \$100,000 - \$650,000. The contract began on 2/5/19 and is set to terminate on 2/4/22. A total of 51 organizations have been engaged and 49 organizations have been subcontracted.

- **COVID-19 Community Health Project** – The CCHP is the result of a state executive order by Governor Newsom in response to the COVID-19 pandemic. The CCHP program provides outreach and education regarding vaccine hesitations and harm reduction to populations disproportionately impacted by COVID-19. CCF and other partners across the state collaborate with various community stakeholders and work to promote vaccine equity through data-driven approaches. CCF's role is to provide program oversight, technical assistance, subcontracting, engagement and coordination of community-based organizations throughout LA County, and capacity building. To date, CCF has administered \$6 million to 49 subrecipients, each receiving between \$30,000-\$300,000. This contract began on 3/1/21 and is set to terminate on 8/31/21.
- **Census 2020** - Between 1/1/18 and 12/1/20, CCF served as the lead TPA for Los Angeles County to conduct census outreach to *hard to count* populations, encouraging them to respond to the census. Specifically, CCF served as Administrative CBO, program oversight, and lead convener, and provided technical assistance and relationship management. A cohort of 109 grantees each received between \$35,000 - \$500,000 in grants, totaling \$14.6 million. The program supported outreach in more than 300 of Los Angeles County's hardest to count census tracts.

- B. Describe your organization's mission statement and any experience your organization has working on TPA projects that connect to issues of inequities in low-income and historically underserved communities.

Narrative:

California Community Foundation's mission is to *lead positive systemic change to strengthen Los Angeles communities*. Our vision of equity and racial justice is core to the systemic changes we seek, thus all of the TPA and grantmaking projects we lead address inequities in low-income and/or

historically underserved communities. CCF has specifically focused its grantmaking dollars and other resources to address structural and systemic barriers that have created inequities in education, health, housing, and immigration policies. In Los Angeles, these four intersecting areas are the inter-related root causes of inequity, poverty, lack of opportunity, and disproportionate incarceration rates for the region's most vulnerable populations.

- C. Describe your organization's experience generating solicitations and subrecipient processes that promote diversity and equity for small scale community-based projects.

Narrative:

Promoting justice, equity, diversity and inclusion (JEDI) is intricately connected to the systems change work that drives our mission. This is true no matter the size or type of the organizations, groups or projects of which we are a part. This work is supported in particular through our capacity-building and technical assistance services where we work directly with providers and organizations to build capacity, create policies and procedures and improve processes. For example, as a TPA for the Ready to Rise program and the LA Justice Fund program, we have worked with multiple service providers and organizations to embed JEDI principles in recruitment, hiring, leadership development, and other processes.

For example, in both of the initiatives mentioned above CCF worked to promote equity and diversity by identifying services areas with low applicant pools then conducting direct outreach through local stakeholders. To ensure inclusion of more small-scale community-based projects, CCF has conducted information webinars that provide information about the application process as well as help to answer questions. In addition, staff is made available to help answer individual questions that assist less experienced organizations. To ensure success of small-scale community-based projects, CCF has worked with the contractor to build supportive onboarding processes that help smaller projects understand reporting requirements.

- D. Describe your organization's experience providing programmatic support, technical assistance, coordination, and monitoring of various types of subrecipients

Narrative:

All of our grantmaking efforts involve the assessment, evaluation, and support of nonprofit grantees operations. This includes working directly with staff and boards of grantee nonprofits, supporting the network of nonprofit technical assistance organizations, serving as the largest foundation lender to nonprofits, and attracting new dollars to the region that directly support the work of these nonprofits.

Our grantmaking experience is rooted in principles that:

- prioritize high need communities and ensure we are working with organizations rooted in those communities,
- listen for mutual understanding and to identify organizational needs and challenges,
- utilize a contract vehicle that is supportive and not overly extractive or hinders the organization's mission and operations, and
- provides ongoing convening and technical support throughout the process to ensure successful performance, community impact and learning/growth.

When service providers and CBOs are supported in an ongoing manner, we have witnessed them develop individual and collective capacity to design, implement, document and evaluate programs and services that greatly benefit communities across the county. Collectively, they share promising practices, and build common visions and strong working relationships with each other and public-sector partners.

3.3 Approach and Methodology

Provide a thorough but concise description of your approach, methodology, and staffing to administer third party funds to Service Providers by answering the following questions. Ensure your response to each question includes a detailed explanation and duration of time if applicable. **Include details on any part of the response that will be performed by subcontractors and indicate the name of the subcontractor organization, the work/services that will be performed by them and describe their experience in the subject area.**

- A. Describe how your organization will build collaborative partnerships with subrecipients providing supportive services for hard-to-reach and historically underserved communities across Los Angeles County.

Narrative:

CCF will ensure compliance and accountability and will be responsible for co-designing and standardizing a variety of processes. Specific duties will include:

- Coordinate regular monthly meetings with County Project Director
- Centralize all TPA duties (e.g. competitive solicitation process, shared decision-making processes, compliance, accounting, data and reporting standards)
- Coordinate and participate in listening sessions and other community engagement activities throughout the duration of the project period
- Be a reporting clearinghouse for County reporting requirements
- Administrative and financial reporting and monitoring of technical assistance, quality control and reporting
- Data and evaluation tracking performance and impact
- Coordinate standardization/development and serve as clearing house to streamlined solicitations and grant agreement/subcontract templates, reporting templates, etc.
- Ensure funding is distributed in alignment with LA County's Justice Equity Needs Index
- Provide regular/annual county reporting
- Develop online solicitation portal and establishing project email for info and grantee communication
- Set agreements for non-performance protocols

CCF will also subcontract with Community Health Councils (CHC) and Liberty Hill Foundation to effectively serve as "grant makers", with approval by the County CEO, to expedite and deepen regranteeing efforts. CCF will meet on a regular basis with these subcontractors to ensure coordination and delivery of services. Their specific duties will include:

Specific duties include:

- Coordinate and participate in community engagement activities throughout the duration of the project period
- Implement a competitive solicitation process for CFCI or non-CFCI Program Area Funds, that ensures funding is distributed in alignment with LA County's Justice Equity Needs Index
- Execute grant agreements with successful applicants

- Track, monitor and report relevant programmatic and administrative data to CCF
- Monitor grantees for compliance, performance and accountability
- Coordinate, provide or refer training and/or technical assistance to grant recipients

Their background and experience in this area includes:

Community Health Councils (CHC) – CHC is a non-profit, community-based health education and policy organization, established in 1992 and borne out of civil unrest and health crises among communities of color that were fueled by detrimental social determinants of health. CHC's mission is to *collectively build equitable systems*. Since inception, CHC has been at the forefront of systems change work to eliminate structural and institutional racism and disparities in health and well-being. Today, this work falls under the following key racial and social justice areas: healthcare, economic resilience and community resilience. Because achieving equity, and in particular racial equity, is at the heart of everything we do, all of the projects CHC undertakes address racial and social justice issues. CHC has acted as an intermediary funder for nearly its entire 29- year history. Grantmaking programs have ranged from redistributing several thousand dollars to \$18 million. CHC has managed city, county and federal dollars with a solid record of consistently positive audits. This year, CHC launched its South LA Decides community-based grantmaking effort led by eight elected residents from across South LA. CHC also launched its South LA Decides Incubator and Accelerator to support grantees with capacity building needs and technical assistance. Currently, CHC is an intermediary funder for First 5 LA and the Department of Public Health, as well as a fiscal agent and partner with several smaller organizations with varying services. CHC's grantmaking activities are county-wide.

Liberty Hill Foundation – *Liberty Hill Foundation is a laboratory for social change philanthropy. We leverage the power of community organizers, donor activists, and allies to advance social justice in Los Angeles.* Liberty Hill Foundation's commitment to equitable solicitation and grantmaking is exemplified by its participatory grantmaking model - a model highly-recognized and respected across the country. In fact, since its founding in 1976, Liberty Hill Foundation has engaged a Community Funding Board to shape its grantmaking priorities and decisions (as opposed to decision-making power being in the hands of Board members of staff). This Community Funding Board structure is built into their bylaws and ensures that funds are allocated in a manner that addresses the needs of the communities most impacted by systemic oppression. Historically and currently, the Community Funding Board is comprised of activists, service-providers, and community

leaders with deep experience with racial and economic justice. In addition to the Community Funding Board, Liberty Hill works with multiple coalitions and community collaboratives to determine funding allocations and ensure equity. Liberty Hill also has an extensive track record in terms of capacity building. For over ten years, the Wally Marks Leadership Institute has provided customized training, technical assistance, peer-learning and specialized coaching to thousands of individuals and hundreds of organizations focused on equity and justice in Los Angeles County.

CCF will also subcontract with **Local Initiatives Support Corporation (LISC)** to assess and connect unsuccessful grant applicants to capacity building opportunities. LISC has specific background and experience in this area:

- LISC LA has invested more than \$1.15 billion to support economic and growth across greater Los Angeles. LISC believes in collaborating with sub-recipients to co-lead and co-develop programs that respond to the needs and wants of those with lived experience. Because LISC LA recognizes the immense value of the experience and expertise that organizations serving historically underserved community bring to the table, we seek to foster an equitable relationship, one that centers local knowledge and meets their experience with our expert technical assistance, mentorship and capacity building. By furthering our understanding of the organization, its leaders and goals, our high-caliber staff can appropriately adapt our resources to ensure an effective, accountable program is administered.
- They are the lead Administrator for LA County's Alternatives to Incarceration Incubation Academy which seeks to build the capacity of trusted grassroots community-based organizations (with a focus on those led by BIPOC individuals) to deliver prevention and intervention services to justice involved individuals in their communities. To do so, the ATI Incubation Academy provides training, capacity building and technical assistance to community-based organizations, especially those who serve underrepresented and justice-involved people.

The intent of this funding opportunity is to address the negative impact of racially-driven criminal justice inequities and long-term community economic disinvestment on under-resourced communities. Building and maintaining authentic collaborative partnerships with those that provide services and advocate for

underserved communities across the county is key to the success of this initiative. CCF very much values collaborative work and approaches all grantmaking and TPA projects in a collaborative fashion developing goals, strategies and designing programs with partners. CCF's partnership principles that will guide our TPA work includes:

1. Co-design and implement an equitable and inclusive sub-contracting and grantmaking process informed by collaborative processes, needs-based prioritization, and stakeholder input, that successfully redistributes CFCI and Non-CFCI funds to benefit under-resourced communities across LA County.
2. CCF and its subcontractors will ensure that processes are equitable and inclusive (i.e. race, gender, sexual orientation, etc.), geographically diverse, and emphasize serving underserved populations in Los Angeles county.

As reflected in these principles, CCF seeks to implement a healthy, accessible, and just contracting/grant-making process by working in partnership with justice-impacted communities and the groups that support them (including but not limited to Reimagine LA and Bold Vision), and supporting shared decision-making practices as it relates to the drafting of the solicitations, and the determination/selection of how the funds will be distributed through a wide range of grants/contracts. We recognize that those who provide services to justice-impacted communities are poised to help us, as TPAs, tap into existing community collaboratives across the county to ensure that our outreach and grant-making process is equitable across geography, race, gender and sexual orientation. In this respect CCF will also engage its extensive regional networks of non-profit organizations. Through our Census and COVID-19 Outreach work we have now launched a "Regional Recovery Hub" initiative in six regions of the County (Antelope Valley, San Fernando Valley, South Los Angeles, Long Beach, Southeast Los Angeles, and San Gabriel Valley). The initiative is supporting strong networks of service providers throughout these regions. Because of CCF's commitment to collaboration, the development of collaborative partnerships with service providers and CBOs has already begun. If funded to serve as a TPA, CCF will continue to develop these relationships and build new relationships with impacted communities and the service providers who support them.

Once grants are awarded, CCF will continue to build collaborative relationships with Service Providers and will foster and facilitate a

collaborative and supportive environment so that Service Providers may also strengthen their relationships with one another. Utilizing an iterative process, CCF will work with Service Providers to identify, provide or refer them to capacity-building and technical assistance opportunities.

- B. Describe how your organization will collect data from subrecipients and enter data into a County-provided reporting tool to report back on subrecipient projects in accordance with the reporting requirements in Attachment I (Statement of Work).

Narrative:

The California Community Foundation will subcontract with a data service vendor that will be responsible for collecting and standardizing all data from service providers; transferring the data to the County following all security, privacy and encryption requirements; and provide technical assistance and training to service providers, as needed for the duration of the contract. In CCF's experience, a data partnership approach has been successful to ensure dedicated data expertise, data quality and analysis. In our Ready 2 Rise and Census 2020 programs independent data contractors have successfully helped to provide appropriate data collection platforms, protocols, including working with service providers to ensure quality and regular data reporting.

- C. Describe your organization's proposed staffing plan for TPA services including the duties of each staff member. Attach a copy of the resumes for each of the proposed staff, if available, or provide a description of the requirements, or duty statement of the anticipated staff for the TPA services.

Narrative:

CCF's Staffing Plan

To implement TPA services and oversee the work, California Community Foundation's proposed staffing plan includes:

Efrain Escobedo, Vice President of Public Policy and Civic Engagement. Escobedo is vice president in charge of education and immigration programs at California Community Foundation. Escobedo has had an extensive career, dedicated to increasing civic engagement and ensuring public policies and institutions not just serve but also empower our communities. He has worked nationally and locally on efforts to increase citizenship, voter participation and the Census and is recognized nationally and locally as an active leader and expert in Latino civic engagement and elections policy.

Escobedo's role for the Measure J TPA Administrator Fund (the Fund) will be to oversee the Senior Program Officer, and Program Manager in the administration of the Fund; review and approve all agreements and subcontracts related to the Fund; and provide strategic direction and guidance on all Fund related matters.

Summer Moore, Vice President Operations. Moore oversees the foundation's continuous improvement efforts by working across departments to design, execute and evaluate processes for the successful completion of "end-to-end" business process improvement and for optimal delivery of foundation products and services. Moore's role for the Measure J TPA Administrator Fund will be to oversee the compliance requirements.

Maria Garcia, Senior Program Officer, Public Policy and Strategic Partnerships. Garcia oversees the LA n Sync Initiative, a civic initiative that utilizes public-private partnerships to spur innovation and attract funding to address the critical needs of Los Angeles County. In addition, Garcia provides administrative support to the LA Arts Recovery Fund, a pooled fund that provides unrestricted capacity building grants to arts organizations in Los Angeles County. Garcia will be the lead administrator of the Fund. She will coordinate with community stakeholders, subcontractors, the County and others; provide all reporting, data to the County; convene subcontractor as necessary; and serve as the public face.

Darcie Mulholland, Senior Compliance and Operations Officer. Darcie Mulholland has over 10 years' experience administering federal, state, and local grants and programs. She is an expert in implementing federal regulations, including Uniform Guidance. She has implemented compliance and monitoring program for portfolio of over \$800 million in federal, state, and local grants. She has a LEAN bronze certificate and Government Alliance on Race and Equity certification. She is an active member of National Grant Management Association and Institute of Internal Auditors. Mulholland will serve as the **lead Compliance Supervisor**. As such, Mulholland will be responsible for creating policies and procedures related to contract compliance and budgeting, including processes for grants and vendor subcontracts and financial reporting, monitoring, and auditing. Provide guidance and assists in the identification, implementation, and maintenance of compliance policies, procedures, and work instructions. Ensure compliance with all public grant reporting requirements. Identify, analyze, and resolve of compliance issues. Develop risk assessment protocol. Act as audit liaison in any public grant audits. Develop, produce, and conduct compliance training and technical assistance programs for internal and external stakeholders. Including subgrantees Communicate local, state, and federal requirements to internal staff and subgrantees.

In addition, CCF will pull support from existing staff or hire new personnel to support the administration of this fund:

Senior Program Officer (Existing Staff) - Will be responsible for overseeing the solicitation process for the redistribution of the

Career/Education Pathways Programs Fund and Re-Envisioned Youth After School and Summer Programs Funds, a total of \$7 million dollars, to Service Providers; organize listening session with SMEs and community advocacy groups; oversee the administration of the selection process; produce required reports. (Note: CCF will subcontract with other Third-Party Intermediaries to redistribute the remaining \$10 million in CFCI funds including: Re-Entry Services for Women, Support Services for Returning LGBTQI+ Residents, Youth Specific Housing Interventions, and Culturally Affirming Family Reunification Pretrial Family Support Program Areas; and \$5 million in non-CFCI funds including the Grants to Justice Program Area.)

Program Officer (New Hire) - Will be responsible for administering the grantmaking for the Career/Education Pathways Programs and Re-Envisioned Youth After School and Summer Programs Funds; will work with the re-granting subcontractors to organize listening session with SMEs and community advocacy groups; develop the solicitation application; support the administration of the selection process; monitor grantees for compliance; and will work with the data subcontractor to ensure uniformity, compliance and collection of data as well as produce required reports.

Program Manager (New Hire) – Will be responsible for managing all subcontractors, coordinating Fund deliverables among Service Providers, grantees and the County, writing and submitting reports to the County.

Project Coordinators x 2 (New Hire) – will be responsible for assisting the Program Manager in the administration of this fund.

Compliance Associate x 2 (1 Existing Staff + 1 New Hire) - Will be responsible for handling contract compliance and administration; maintain processes for policies and procedures related to contract compliance and budgeting, including processes for grants and vendor subcontracts and financial reporting, monitoring, and auditing; generate and review financial reporting for public grants; perform periodic compliance audits, risk assessments and conducts related ongoing compliance monitoring activities; communicate local, state, and federal requirements to internal staff and subgrantees; provide technical assistance to subgrantees regarding administrative and fiscal contract responsibilities.

Senior Legal Counsel (Existing Staff) - Will develop and execute all subcontractor and Service Provider agreements. Provide legal counsel as necessary.

Financial Specialist (Existing Staff) - Will be responsible for ensuring all personnel and payroll financial documentation meets reporting requirements, support auditing processes.

Grants & Finance Role (New Staff) - Will be responsible for supporting the Senior Program Officer, Education and Program Officer in processing awards to Service Providers, including contract execution, records retention & documentation. Finance function will support reporting and invoicing with the County and will support the auditing processes.

- D. Provide a description of your organization's proposed implementation plan to staff and start TPA services within 30 days of Contract award.

Narrative:

Upon receipt of funding, CCF will conduct the following activities to ensure that this Project is fully staffed, trained and ready to deliver TPA services within 30 days of Contract award:

Secure Written Agreements with Subcontractors - All subcontracts with partners will be fully executed. Additional services, including evaluation and compliance, may also be subcontracted during this period.

Plan Listening Session Activities - To ensure community voices are included in the design of the solicitation process, listening sessions and other engagement opportunities, as directed by the County, will be planned.

Create and Submit First Year Timeline - A project timeline for the first year of TPA implementation activities will be completed and submitted to the County within 30 days of contract execution. The one-year timeline will be structured to achieve our overall goal of conducting inclusive co-designed competitive solicitation processes and tools to select and award grants, based on research and input from community stakeholders. Components of the one-year timeline will include, but not be limited to:

- a plan to conduct outreach to underserved communities, to ensure that funding/services will be distributed/provided equitably, as indicated by JENI or another County-approved index;
- a plan to ensure continuous community engagement and development of collaborative relationships with service providers and subrecipients;
- a plan to provide technical assistance to funded service providers to ensure they can generate performance measures as required;
- a plan to assess capacity needs and technical deficiencies of unsuccessful applicants and connect them with capacity building opportunities;
- a plan to collect, process and report aggregate and individual level data from Service Providers.

- E. Provide a description of how your organization will monitor the performance of any subcontractors.

Narrative:

Setting clear expectations and creating an environment of transparency and open communication are key practices to best support the performance of our subcontractors. To that end, CCF will clearly delineate expectations in our written agreements/contracts with subcontractors. This will also include agreed upon milestones and deliverables. Subcontracts will also include pay contingencies for non-performance and guidance on allowable and unallowable expenses. CCF will request regular performance reports that will include any barriers or facilitators to achieving program goals. NOTE: Every subcontractor will also be required to meet regularly with subrecipients. To support the monitoring of subcontractors, CCF will rely on its dedicated internal department that oversees accounting, auditing and compliance.

3.4 Proposed Administrative Fee

Propose the Administrative Fee for providing all TPA Services in Attachment I (Statement of Work) including any payment to subcontractors. County will reimburse TPA for the actual reasonable cost of providing insurance for Service Providers, in addition to the agreed upon Administrative Fee in the Contract. The Administrative Fee shall be capped at a maximum of 15% of CFCI funds administered.

Narrative:

To provide all the services indicated in Attachment 1 (Statement of Work) of the RFSI, CCF proposes an administrative fee of **15%** annually for the duration of the contract term. The administrative fee will cover: 1.) Direct Labor, 2.) Indirect Labor, 3.) Operating, 4.) Project Infrastructure, and 5.) Subcontractor costs. A line-item budget, (Attachment 3), has been included in this application that goes along with the narrative below.

- 1.) **Direct Labor** – We've projected a total of \$2,910,665 in direct labor costs that will cover the cost of 13 positions for 3 years. This includes \$941,689 in Year 1, \$969,939 in Year 2, and \$999,037 in year 3. A three-percent cost-of-living increase was calculated in year's 2 and 3. Six (6) positions will be new hires working on this project including a Program Officer, Program Manager, two (2) Project Coordinators, a Temporary Compliance staff person, and a Grants/Finance Manager. Seven (7) positions will be existing personnel that will directly support the core project team and their time is calculated at varying percentages, refer to the attached line-item budget.

- 2.) **Indirect Labor** – A total of \$504,119 has been allocated to indirect labor costs for the three-year contract period, which includes \$200,333 in Year 1, \$149,833 in Year 2 and \$153,953 in Year 3. Year 1 of the contract will have a slightly higher indirect cost because a legal consultant will be hired to assist in the development and execution of all subcontractor and Service Provider agreements. Additionally, a three (3) percent cost-of-living increase was calculated in Year's 2 and 3.
- 3.) **Operating Costs** – Operating costs include the meeting, technology, network and telecommunication resources that will be needed to administer this fund and are projected to be at \$125,500 for the three-year period.
- 4.) **Project Infrastructure** – Project Infrastructure includes operating costs and office expenses and are projected to be at \$460,800 for the three-year period. Operating costs were calculated at 15 percent of annual operating expenses while office costs were calculated at 10 percent of annual office expenses.
- 5.) **Subcontractor Costs** – CCF plans to subcontract with a data vendor, re-granting subcontractor and capacity building program subcontractor.

Data Subcontractor - The data vendor will be responsible for collecting and standardizing all data from service providers; transferring the data to the County following all security, privacy and encryption requirements; and provide technical assistance and training to service providers, as needed for the duration of the contract. A total of **\$1.5 million** for the 3-year contract term has been budgeted for this purpose.

Re-granting Subcontractors – The re-granting subcontractors will be responsible for assisting CCF administer and distribute \$10 million in CFCI and \$5 million in non-CFCI Funds. A total of **\$3.6 million** has been budgeted for the 3-year contract term to cover the subcontractor(s) administrative expenses.

Capacity Building program Subcontractor – The capacity building program vendor will be responsible for assessing the capacity needs and technical deficiencies of unsuccessful applicants and will connect them with capacity building opportunities. A total of **\$750,000** has been budgeted for the 3-year contract term for this purpose.

3.5 Financial Capability

Attach copies of the organizations' most current and prior (2) years (for example 2018, 2019 and 2020) financial statements. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential. to the extent permitted by law, if so stamped on each page.

3.6 Client List

Attach a list of entities to whom your organization has provided TPA Services. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and experience working with Service Providers, the dollar amount of funding administered for each entity, and the number of subrecipients managed.

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Efrain Escobedo

Philanthropic Executive

Dynamic Policy & Civic Engagement Strategist

Areas of Expertise

Organizational Leadership
Strategic Planning
Change Management
Consensus Building

Campaign Strategy
Media & Communications
Legislative Advocacy
Diversity, Equity & Inclusion

Professional Experience

Vice President Public Policy and Civic Engagement
California Community Foundation

February 2015 - Present

- Help to inform strategic decision making as a member of the Executive Management Team, working with CEO and Board of Directors in organizational redesign efforts and implementing new infrastructure to manage public-private-partnerships.
- Spearhead and manage the strategic restructuring of several multimillion-dollar grantmaking portfolios, which has led to revised investment strategies, performance metrics and funder partnerships.
- Manage senior staff with the goal of building and maintaining a high performing team environment with appropriate programmatic and professional development goals.
- Create and manage cross-sector partnerships, including the successful design and implementation of multiple intermediary partnerships with Los Angeles County, such as the *Ready to Rise* initiative and the *Los Angeles Justice Fund*.

Co-Founder
Latino Research & Communications

2010 – 2015

- Co-founder of a multi-faceted strategic consulting firm, representing nonprofit and political clients.

Division Manager, Governmental & Legislative Affairs
Los Angeles County Registrar-Recorder/County Clerk

April 2009 – February 2015

- Held the MAPP manager position, which led three divisions essential to advancing the mission and strategic initiatives of the Registrar-Recorder/County Clerk — Public Information Office, Legislative Affairs, and Community Outreach.
- Served as a member of the Department's Executive Leadership team, which supported organizational redesign efforts and led strategic initiatives to strengthen organizational culture.
- Worked with Department Head to create a new Governmental and Legislative Affairs Department as part of an organizational redesign.
- Served as project lead of the Voting Systems Assessment Project, which modernized the County's voting systems through an innovative community-centered process and public-private partnership. The project successfully passed major state legislative reform (SB 360), which paved the way for a county owned voting system.

Efrain Escobedo

Philanthropic Executive

Dynamic Policy & Civic Engagement Strategist

Senior Director of Civic Engagement
NALEO Educational Fund

July 2008 – April 2009

- One of five Senior Directors that worked closely with the organization's Executive Director and Board of Directors in drafting organizational strategic goals and objectives.
 - In 2008, led a national \$2.5 million voter education initiative across seven states, overseeing a national leadership staff of 10 and an operations staff of 100.
 - Managed multiple program areas core to the organization's mission and civic engagement, including Elections, Naturalization, and Census programs.
 - Coordinated and managed national media partnership with Spanish language media outlets Univision Communications Inc., La Opinion Newspaper, Houston Chronicle.
-

Education

University of Southern California (2003)

B.A. in American Studies and Ethnicity; Concentration American Social and Institutional Life

Los Angeles County Executive Leadership Program/USC Sol Price (2014)

University of La Verne (Present)

Advanced Candidate for Executive Masters in Business Administration (MBAX)

SUMMER MOORE

NONPROFIT MANAGEMENT & DEVELOPMENT PROFESSIONAL



CONTACT



EDUCATION

Bachelor of Arts / Latin
American & Latino Studies

*University of California, Santa
Cruz*

TECH SKILLS

Microsoft Office

Adobe Acrobat

Blackbaud

Ability on any new programs

SOFT SKILLS

- Curious & Creative
- Critical Thinker & Analytical
- Manager & Mentor
- Expert Customer Service
- Takes Initiative
- Collaborative Problem Solver

HARD SKILLS

- Project Management
- Accounting & Budgets
- Risk Management
- Prioritization
- Data Driven Approach
- Workload Management

PROFESSIONAL EXPERIENCE - HIGHLIGHTS

2013 – 2019

DIRECTOR OF DEVELOPMENT & DONOR OPERATIONS

California Community Foundation

Increased effectiveness of winning new business through creating customized proposals for top prospects. Worked with IT and Grants Management to build a custom report to track CCF's 10-year progress toward granting \$1 billion to L.A. County nonprofits.

2010 – 2013

DIRECTOR OF CONTINUOUS IMPROVEMENT

California Community Foundation

Implemented online fund statements through a collaborative process with software IT vendors and the grants, finance and development teams; enabled CCF to reduce staff time and resources spent preparing and mailing physical fund statements. Implemented improvements resulting from CCF's Grantee Perception Survey. Worked with Human Resources to implement new performance management software.

2007 – 2010

ACCOUNTING OFFICER, OPERATIONS

California Community Foundation

Managed accounting and grants team members. Implemented new grants software to holistically serve donors' needs.

2005 – 2007

ACCOUNTING MANAGER, OPERATIONS

California Community Foundation

Responsible for all incoming donations; trained staff and streamlined donor acknowledgment processes. Responsible for the annual discretionary budgeting process for grants spending and fee revenue.

2001 - 2005

GRANTS COORDINATOR

California Community Foundation

Systematized process for recurring donor grants to improve consistency and customer service commitments. Implemented international grants procedures in compliance with U.S. Treasury department guidelines.

INTERESTS & INSIGHTS

yoga



balance

gardening



nurturing

knitting



love process

nature



connectedness

cooking



experimenter

travel



explorer

Maria Garcia

I am an innovative civic engagement leader, advocate and practitioner with extensive experience working for local governments and community organizations that service historically underserved communities around such issues as voter engagement, elections administration and the decennial census. My mission is to find innovative solutions to empowering these communities to better connect them to civic life.

PROFESSIONAL EXPERIENCE

Director of Census, Office of Mayor Eric Garcetti, City of Los Angeles, CA June 2017 – Jan. 2021
Oversaw the development and implementation of a citywide Census 2020 outreach and education effort targeting historically undercounted communities in the City of Los Angeles.

Achievements

- Led the development of a marketing and communications campaign that reflected Los Angeles' rich diversity.
- Ensured all outreach and marketing materials were translated into 12 non-English languages.
- Recruited, trained and deployed over 1,500 volunteers from historically undercounted community members as trusted messengers.
- Led the procurement and implementation of a \$3.1 million dollar budget.
- Co-led the Countywide Outreach Complete Count Committee representing a broad-based coalition of stakeholders representing community organizations, government agencies, K-12 schools, colleges and universities, philanthropy and businesses.
- Organized self-response events in hard-to-count neighborhoods in concert with COVID-19 testing sites.

City Clerk, Office of the City Clerk, City of Long Beach, CA Aug. 2015 – Nov. 2016
Appointed by City Council to oversee the Office of the City Clerk where I was responsible for the overall management of the City's municipal elections; local campaign finance, lobbyist, and Fair Political Practices Commission (FPPC) filings; municipal records and archives; publication of agendas and minutes for the City's legislative bodies; and administration of civil ceremonies. Under my leadership, I focused the department on implementing initiatives that made municipal elections more transparent and accessible; incorporated community voices into the electoral process and modernized the department's branding.

Achievements

- Consolidated the City's June 2016 Municipal Election with the CA Statewide Election, which resulted in forty percent voter turnout--the highest turnout the City has seen in modern history.
- Led effort to modernize the department's branding, which included a new logo and style guide, mission, vision and values.
- Introduced new and innovative civic engagement programs to the department including Student Mock Elections, Civics Day, and Party at the Polls programs all aiming to bring community voices into the City's electoral process.

Sr. Project Coordinator, Office of the City Clerk, City of Los Angeles, CA Nov. 2005 – Aug. 2015
To ensure transparent and accessible municipal elections as Sr. Project Coordinator I oversaw voter outreach and education efforts, pollworker recruitment and training, translation of election materials, election day call center operations, policy analysis, and marking and communications operations.

Achievements

- Wrote a report that led to the addition of Armenian, Farsi, and Russian languages to election materials.
- Founded and chaired the Los Angeles Votes Committee (LAVC), which seeks to incorporate community voices in the administration of elections.
- Founded and led the “L.A. City Votes!” voter outreach and education campaign.
- Produced multiple videos aimed at encouraging Angelenos to vote.
- Awarded 2008 Local Area Emmy Award Winner, “*It’s Cool to Vote*,” Associate Producer, Public Service Announcement, National Academy of Television Arts and Sciences.
- 2007 Employee of the Year Award, Office of the City Clerk, City of Los Angeles

Director of Voter Engagement, NALEO Educational Fund, Los Angeles, CA Nov. 2000 – Nov. 2005
To increase the Latinx community’s participation in the Nation’s electoral process, I led the organization’s inaugural voter engagement campaign known as Voces del Pueblo. In this capacity I led cross-sectoral collaborations, conducted voting/elections advocacy at state and local levels, prepared policy analysis, led phone banking, poll-watching, and hotline programs; provided grant-making, communications and public affairs support; and developed and monitored the program budget.

Achievements

- A 2001 program evaluation led by Yale University found that the program increased voter turnout approximately three percent.
- Led stand-alone campaign trainings for aspiring elected and appointed officials
- Organized voting/election workshops for NALEO’s Annual Conference

AWARDS AND HONORS

- Dean’s Merit Scholar, USC Price School of Public Policy
- 2006 NALEO Educational Fund Employee Alumni Recognition Award
- 2004 Recipient, “30 Under 30” National Award, Youth Vote Coalition

MEMBERSHIPS

- Member, Phi Alpha Alpha National Honor Society for Public Administration
- Committee Member, Language Accessibility Advisory Committee, California Secretary of State

EDUCATION

Masters in Public Administration (M.P.A.) and Certificate in Public Policy May 2017
Price School of Public Policy, University of Southern California
Los Angeles, CA

Bachelor of Arts (B.A.), Sociology and Anthropology May 2000
Vassar College
Poughkeepsie, NY

Awards: Sociology Departmental honor and academic distinction on senior thesis

CERTIFICATES

Leadership Academy, Los Angeles Fire Department August 2014
Leadership Certificate, Executive Fellows Program, CORO Southern California May 2014

LANGUAGE SKILLS

Fluent in Spanish – Reading, writing, and speaking

Darcie Mulholland

Profile

Grant Compliance professional with 10 years administering grants and programs, 6 years successfully leading federal, state, and local audits. Expert in Uniform Guidance. Developed compliance and monitoring program for portfolio over \$800 million in federal, state, and local grants. Member of National Grant Management Association and Institute of Internal Auditors.

Work Experience

California Community Foundation, Senior Compliance and Operations Officer, Oct 2021 to Present

Coordinated with multiple program departments to ensure compliance with public funding, including federal, state, and local

Primary point of contact for all external and internal questions, including audits, regarding public funding contracts and compliance.

Perform, analyze, and develop system improvements, including policy development

Coordinate financial reporting as required by public funder

Los Angeles Homeless Services Authority, Director of Compliance, August 2020 to Sept 2021

- Directed staff responsible internal audit, fraud investigations, grant compliance and monitoring
- Lead FEMA grant and reimbursement requests for COVID-19 non-congregate sheltering
- Issue guidance regarding Federal, State, County, and City regulations and grant requirements and their impact on program design
- Interpreted applicable statutes and regulations, including new federal funding, such as COVID Relief Funds and ESG-CV
- Serve as primary liaison with external stakeholders and auditors
- Ensure organization adequately addresses all audit/compliance issues
- Lead company in design and implementation grant management system
- Identify and mitigate potential areas of compliance vulnerability and risk

Interim Director of Finance, March 2020 to August 2020

- Directed staff responsible for accounting, financial planning, and grant compliance
- Assist with the budget administration and planning
- Ensure timely and appropriate processing of LAHSA payments
- Ensure compliance with internal controls and accounting policies and procedures of LAHSA

Monitoring and Compliance Associate Director, July 2017 to March 2020

- Directed staff responsible for grant compliance and monitoring activities
- Served as primary audit liaison, coordinated audit responses
- Developed policies and procedures to ensure federal, state, and local grant compliance
- Directed development of subrecipient risk assessments and risk-based monitoring
- Oversaw fraud hotline and special investigations
- Presented reports on compliance activities to various stakeholders
- Identified and mitigated potential areas of compliance vulnerability and risk

Program Monitoring and Compliance Manager, August 2016 to July 2017

- Managed team of program monitoring staff
- Developed and implemented subrecipient program risk and monitoring protocol
- Conducted subrecipient technical assistance trainings and onboarding
- Presented reports on compliance activities to internal and external stakeholders

Darcie Mulholland

- Read, interpreted and applied laws, rules, regulations, best practices, policies and procedures

A Community of Friends, Los Angeles, CA, Program Compliance Manager, Nov 2014 to Aug 2016

- Managed staff responsible for grant compliance and monitoring responsibilities
- Ensured compliance for federal, state, and local grants
- Implemented risk assessments and grant monitoring protocol
- Coordinated external audits, resolved concerns and findings as needed
- Compiled and analyzed data for program planning and grant reporting

FACETS, Fairfax, VA, Family Services Team Leader, May 2010 to Aug 2014

- Managed staffing and operations for family homeless program
- Key team member in NAEH pilot projects, received awards for Coordinated Entry System Redesign and Virginia's 2014 Rapid Rehousing 100 day challenge
- Trained internal and external stakeholders on Federal regulations and local implementation plans
- Developed and managed implementation of financial assistance programs including HPRP, ESG, TANF-EF, Freddie Mac, Fairfax County local funds, and private foundation grants
- Compiled and analyzed data for program planning and grant reporting

Education

Master of Arts in Public Anthropology, American University, Washington, DC

Bachelor of Arts in Anthropology, California State University, Northridge

Care First Community Investment
Third-Party Administrator

Line Item Budget

Personnel	Staff Salaries	FTE (%)	Year 1	Year 2	Year 3	Total	Calculation Justification
Direct Labor							
VP of Public Policy and Civic Engagement	237,470	15%	\$ 35,621	\$ 36,689	\$ 37,790	\$ 110,099	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Senior Program Officer, Public Policy and	130,000	15%	\$ 19,500	\$ 20,085	\$ 20,688	\$ 60,273	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Senior Program Officer, Education	130,000	50%	\$ 65,000	\$ 66,950	\$ 68,959	\$ 200,909	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Program Officer (new)	108,150	100%	\$ 108,150	\$ 111,395	\$ 114,736	\$ 334,281	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Program Manager (new)	78,780	100%	\$ 78,780	\$ 81,143	\$ 83,578	\$ 243,501	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Project Coordinator (new)	66,950	100%	\$ 66,950	\$ 68,959	\$ 71,027	\$ 206,936	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Project Coordinator (new)	66,950	100%	\$ 66,950	\$ 68,959	\$ 71,027	\$ 206,936	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Compliance Supervisor	140,000	50%	\$ 70,000	\$ 72,100	\$ 74,263	\$ 216,363	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Compliance Associate	80,000	50%	\$ 40,000	\$ 41,200	\$ 42,436	\$ 123,636	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Temporary Compliance (new)	80,000	100%	\$ 80,000	\$ 82,400	\$ 84,872	\$ 247,272	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 4
Legal (Senior Legal Counsel)	225,960	10%	\$ 22,596	\$ 23,274	\$ 23,972	\$ 69,842	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Finance (Carina style role)	96,600	15%	\$ 14,490	\$ 14,925	\$ 15,372	\$ 44,787	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Grants/Finance (new)	80,000	50%	\$ 40,000	\$ 41,200	\$ 42,436	\$ 123,636	Annual Salary X FTE (%) with a 3% cost of living increase for Years 2 and 3
Subtotal Direct Personnel			\$ 708,037	\$ 729,278	\$ 751,156	\$ 2,188,470	
Benefits		33%	\$ 233,652	\$ 240,662	\$ 247,881	\$ 722,195	Benefits include health insurance (medical, dental and vision), payroll taxes, retirement, life insurance, employee parking and worker's comp. Benefits increased by 3% for Years 2 & 3.
Total Personnel	1,520,860		\$ 941,689	\$ 969,939	\$ 999,037	\$ 2,910,665	
Indirect Labor Costs							
Operations/Grants Management							
- Grants Specialist							
- VP Operations	268,655	10%	\$ 26,866	\$ 27,671	\$ 28,502	\$ 83,039	Annual Salaries of Dept. Staff involved with the contract X FTE (%) with a 3% cost of living increase for Years 2 and 3
Accounting							
- Director							
- Controller	355,850	10%	\$ 35,585	\$ 36,653	\$ 37,752	\$ 109,990	Annual Salaries of Dept. Staff involved with the contract X FTE (%) with a 3% cost of living increase for Years 2 and 3
Technology							
- IT Director							
- Senior Network Manager	273,597	5%	\$ 13,680	\$ 14,090	\$ 14,513	\$ 42,283	Annual Salaries of Dept. Staff involved with the contract X FTE (%) with a 3% cost of living increase for Years 2 and 3
HR/Administrative							
- VP of HR & Administration							
- HR Specialist	262,410	5%	\$ 13,121	\$ 13,514	\$ 13,920	\$ 40,554	Annual Salaries of Dept. Staff involved with the contract X FTE (%) with a 3% cost of living increase for Years 2 and 3

Care First Community Investment
Third-Party Administrator

Personnel	Staff Salaries	FTE (%)	Year 1	Year 2	Year 3	Total	Calculation Justification
Communications							
- Director							Annual Salaries of Dept. Staff involved with the contract X FTE (%) with a 3% cost of living increase for Years 2 and 3
- Creative Officer							
- Manager Experiences & Events	366,650	3%	\$ 11,000	\$ 11,329	\$ 11,669	\$ 33,998	
Subtotal Indirect Salaries	1,527,162		\$ 100,250	\$ 103,258	\$ 106,356	\$ 309,864	
Benefits		33%	\$ 33,083	\$ 34,075	\$ 35,097	\$ 102,255	Same % as benefits above
Legal							
- consultant	92,000	100%	\$ 67,000	\$ 12,500	\$ 12,500	\$ 92,000	
Subtotal Indirect Staffing Costs			\$ 200,333	\$ 149,833	\$ 153,953	\$ 504,119	
Operating Costs							
Data Compliance/Technology			\$ 20,000	\$ 5,000	\$ -	\$ 25,000	
Meetings and Convenings			\$ 20,000	\$ 20,000	\$ 20,000	\$ 60,000	
Telephone/Video Call/Internet	90,000	15%	\$ 13,500	\$ 13,500	\$ 13,500	\$ 40,500	
Subtotal Operating Costs			\$ 53,500	\$ 38,500	\$ 33,500	\$ 125,500	
Project Infrastructure							
Operating Costs	950,000	15%	\$ 142,500	\$ 142,500	\$ 142,500	\$ 427,500	15% of Annual Operating Costs
Office Expenses	111,000	10%	\$ 11,100	\$ 11,100	\$ 11,100	\$ 33,300	10% of Office Expenses
Subtotal Project Infrastructure			\$ 153,600	\$ 153,600	\$ 153,600	\$ 460,800	
Sub-contractors							
Data Subcontractor							
- Application & Reporting Infrastructure							
- Training/Technical Assistance			\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,500,000	
Re-granting subcontractor(s)			\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 3,600,000	
Capacity Building Program subcontractor			\$ 250,000	\$ 250,000	\$ 250,000	\$ 750,000	
Sub-contractors Total			\$ 1,950,000	\$ 1,950,000	\$ 1,950,000	\$ 5,850,000	
Administrative Fee for TPA Services Total			3,299,122	3,261,872	3,290,090	9,851,084	

California Community Foundation TPA Client List, 2018-2021

Contract Begin Date	Contract End Date	Experience Working with Service Providers & Nonprofits	Amount Administered	Number of Subrecipients
Entity Name/Program: State of California / COVID-19 Community Health Project (CCHP)				
3/2021	8/2021	CCF collaborates with various community stakeholders and works to promote vaccine equity through data-driven approaches. CCF's role is to provide program oversight, technical assistance, subcontracting, engagement and coordination of community-based organizations throughout LA County, and capacity building, as well as capacity building.	\$5.66 million	49
Entity Name/Program: Los Angeles County Probation Department / Ready to Rise				
2/2019	2/2022	CCF, in partnership with the Probation Department and Liberty Hill Foundation work to advance a shared vision and goals to provide youth and families with supportive, asset-based, high-quality resources and opportunities towards successful pathways to adulthood. CCF serves as a fiscal intermediary, program manager, and assists with program data and evaluation for the project.	\$28.79 million (\$18.76 million within past 3 years)	49
Entity Name/Program: State of California, Los Angeles County CEO's Office and City of Los Angeles / Census 2020				
1/2018	12/2020	CCF served as the lead TPA for Los Angeles County to conduct census outreach to <i>hard to count</i> populations, encouraging them to respond to the census. Specifically, CCF served as Administrative CBO and lead convener, providing program oversight, technical assistance and relationship management to a cohort of 109 grantees.	\$14.65 million	109
Entity Name/Program: City of Los Angeles and County of Los Angeles Department of Immigrant Affairs / Los Angeles Justice Fund				
10/2017	6/2021	The LAJF raised supported capacity-building for the delivery of high-quality legal representation, strengthening the immigration legal services infrastructure for the region as a whole. CCF served as the fiscal sponsor, program administrator, lead convenor and grants manager.	\$11.66 million (\$8.46 million in past 3 years)	20

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3.3 APPROACH AND METHODOLOGY

C. Proposed Staffing Plan – Organizational Chart

Third Party Administrator (TPA)

#CFCI-21-05

EPIDAURUS DBA AMITY FOUNDATION
THIRD PARTY ADMINISTRATOR
ORGANIZATIONAL CHART



Doug Bond,

Chief Executive Officer

Ricardo Mejia
IT Director

Olga Mellizo

Chief of Grants, Contracts,
and Development

**Carmen Jacinto &
Barry Lindstrom**

Chief Operating Officers

David Crawford
Chief Financial Officer

**Sandy
Kleinschmidt**

Senior Director of Finance

**Project Manager
Joann Sanchez**

**IT Manager
Hector Mendoza**

**Data Entry
Coordinator
Juan Jaime**

**Data Assurance
TBD**

**Data Clerk
TBD (7.0 FTE)**

**Quality
Assurance/
Contract
Compliance
Manager
Carol Marin**

**Asst. Project
Manager/
Training and
Technical
Assistance
Coordinator
Michelle Church**

**Potential Subject Matter Experts/
Subcontractors**

**Quality Assurance/Contract Compliance
TBD (7.0 FTE)**

**Budget Manager
Shonte Davis**

**Billing Assistant
TBD (2.0 FTE)**

C. Proposed Staffing Plan – Staffing & Implementation Grid

Third Party Administrator
RFSI CFCI-21-05 TPA

Epidaurus DBA Amity Foundation

Staffing & Implementation Plan



Proposed Staffing			Contract Implementation						
Position Title		Staff	Start-up & Implementation	IT Management	Data Collection	Reporting	Grant Management	Training & Technical Assistance (T/TA)	Financial Management
Executive Leadership	CEO	Doug Bond	x						
	IT Director	Ricardo Mejia	x	x	x	x		x	
	Chief of Grants, Contracts & Development	Olga Mellizo	x	x	x	x	x		
	Chief Operating Officer	Carmen Jacinto	x	x	x	x	x	x	
	Chief Operating Officer	Barry Lindstrom	x	x	x	x	x	x	
	Chief Financial Officer	David Crawford	x				x		x
	Senior Dir. Of Finance	Sandy Kleinschmidt	x				x		x
TPA Program Staff	Project Manager	Joann Sanchez	x	x	x	x	x	x	x
	Asst. Project Manager/ Training and Technical Assistance Coordinator	Michelle Church	x	x	x	x	x	x	
	IT Manager	Hector Mendoza	x	x	x	x		x	
	Data Entry Coordinator	Juan Jaime	x	x	x	x		x	
	Data Assurance	TBD			x	x		x	
	Data Clerk	TBD (7.0 FTE)			x	x		x	
	QA/Contract Compliance Manager	Carol Marin	x		x	x	x	x	
	QA/Contract Compliance	TBD (7.0 FTE)			x	x	x	x	
	Budget Manager	Shonte Davis	x				x		x
	Billing Assistant	TBD (2.0 FTE)					x		x

C. Proposed Staffing Plan – Resumes for Key Staff

Executive Staff

Doug Bond, CEO
Ricardo Mejia, IT Director
Olga Mellizo, Chief of Grants, Contracts & Development
Carmen Jacinto, Chief Operating Officer
Barry Lindstrom, Chief Operating Officer
David Crawford, Chief Financial Officer
Sandy Kleinschmidt, Senior Director of Finance

TPA Programmatic Staff (Proposed)

Joann Sanchez, Project Manager
Michelle Church, Training and Technical Assistance, Assistant Director
Hector Mendoza, IT Manager
Juan Jaime, Data Entry Coordinator
Carol Marin, Quality Assurance/ Contract Compliance Manager
Shonte Davis, Budget Manager

DOUG BOND

QUALIFICATIONS

- Over 10 years of progressively responsible experience in non-profit program development and administration of therapeutic community services (residential, outpatient, transitional housing) for a variety of social service agencies in California, Arizona, and New Mexico.
- Overall administrative, fiscal, and operational experience overseeing numerous grant-funded programs for individuals in need of reentry services in California.
- Responsible for developing, and then implementing the strategic goals of the organization in California in conjunction with the Board of Directors, Chief Executive Officer and Executive team.
- Experience procuring and managing funding from multiple state, federal, local and foundation sources.
- Comprehensive understanding of the complex issues faced by the recovery population, particularly in Los Angeles and in California.
- Experience developing, administering, coordinating and placing individuals in transitional and permanent housing as well as treatment, educational, employment, social programs.
- Experience networking and presenting to political leaders and policymakers in California and at the national level.
- Experience coordinating with and leading other agencies throughout Los Angeles and California to develop partnerships to address community needs around housing, substance abuse treatment and reentry.
- Public speaking and presentation experience to national and international audiences.
- Life experience with recovery including personal transformation based on inner motivation and self-direction to lead a fulfilling life.

PROFESSIONAL EXPERIENCE

Amity Foundation

Los Angeles, CA

Chief Executive Officer

June 15, 2018 – Present

Executive Vice President

November 2017 - Present

Responsible for development, administration, and management of a non-profit organization providing prevention, intervention and treatment services to men and women (and their children) who are substance abusers. In conjunction with the Board of Directors responsible for developing, and then implementing the strategic goals of the organization. The Foundation operates therapeutic community programs within Arizona, California and New Mexico--both in custody and community settings, residential and non-residential, and provides curricula and training for substance abuse prevention and treatment programs. Extensive information can be found at www.amityfdn.org.

Provide overall administrative, fiscal and operational management and staff supervision to ensure the delivery of residential substance abuse treatment services for parolees in California meets Amity's standards; complies with federal, state, and local regulations; and meets contractual obligations. Additional duty assignments include the hiring of staff and the

coordination and implementation of standards at all Amity in-prison program sites and other assignments.

- Assist the CEO as directed, including supervision of a specific program site or sites; supervising a specific function or several functions (including quality assurance, contract compliance, human resources, fiscal oversight, or supervision of other management employees).
- Performing the duties of the CEO in his absence
- Direct interaction with the Board of Directors.
- Representing the agency to outside agencies, funding sources, etc.
- Participates, organizes, and leads teaching and therapeutic community activities.

Chief Operating Officer of California

February 2016 - Jan. 2017

Responsible for overall administration of existing funding for services, seeking new funding consistent with Amity's mission, and insuring the quality of service delivery at all locations where Amity provides services. The person in this position may also be given specific duty assignments to perform certain specific projects or tasks for brief or sustained periods of time.

- Ensured the delivery of services throughout California sites, which met the organization's standards, and also complies with federal, state, and local regulations and meets contractual obligations.
- Supervise Directors of service delivery sites
- Supervision of a specific program site or sites in California; supervising a specific function or several functions (including quality assurance, contract compliance, human resources, fiscal oversight, or supervision of other management employees).
- Participates in the development and preparation of short-term and long-range plans and budgets based upon broad organization goals and objectives.
- Participates, organizes, and leads teaching and therapeutic community activities.
- Represent the agency to outside agencies, funding sources, etc.

Director of California Services and Operations

April 2014 - February 2016

Overall implementation and management and quality of services of California Department of Corrections and Rehabilitation contracts and subcontracts in Los Angeles and Amity Vista Ranch contracts in San Diego County for over 240 beds as well as in-prison projects (over 500 beds).

- Ensured that the delivery of services throughout the organization met the organization's standards and complies with federal, state, and local regulations and meets contractual obligations.
- Supervised Program Directors of delivery sites.
- Assisted Executive Vice President as directed, including supervision of specific program sites; supervising a specific function or several functions (including quality assurance, contract compliance, or supervision of other management personnel).
- Participated, organized, and led teaching and therapeutic community activities.

- Represented the agency to outside agencies, funding sources, etc.
- Provided troubleshooting and solved dynamic problems relevant to maintaining Amity sites as fully-functioning therapeutic Communities.
- Maintained adherence to the basic "Non-Negotiable Standards" by all Amity site Directors, and for submission of weekly reports outlining adherence to the standards.
- Remained current with the latest research in the fields of substance abuse and criminal justice.
- Selected, trained, and evaluated staff in area of responsibility. Conducted performance evaluations on all employees in direct line of supervision, and completed supportive reviews of employees supervised indirectly.
- Oversaw policy development and compliance in areas of responsibility, to ensure compliance with laws, regulations, policies, plans, and procedures.
- Attended meetings as appropriate to position. Participated in conferences and training sessions relating to areas of responsibility.

Facility Manager/Housing Director

February 2014 – April 2014

Responsible the overall management of the community and directly supervise the Supervising Counselor and other non-support positions in the overall implementation and management of Amistad de Los Angeles contracts in Los Angeles for 184 beds.

- Assisted in the planning, formulation and supervision of program goals and objectives, program budget, program techniques and methods, staff selection, training and development, monitoring program effectiveness.
- Responsible for the daily operation of the facility.
- Managed the Food Service Manager to ensure food and sanitation practices are in compliance.
- Supervised preparation and submission of all required reporting.
- Provided guidance and manages the placement of graduates into the community, while overseeing the delivery of all aspects of participant's treatment throughout the continuum of care including aftercare services and follow-up.
- Ensured program compliance with *Amity* policies and procedures, relevant to federal and state regulations and contract obligations.
- Attended and participated in Amity community building functions.
- Actively developed and built upon creative and technical knowledge of TC program activities.
- Responsible the daily management and quality of care and services afforded to program participants is in keeping with contemporary therapeutic community methodologies and "best practice" substance abuse treatment standards.
- Oversaw the capabilities of the program; ensuring that accommodations were made to meet individual and/ or special needs of program participants.

Housing Director

June 2012 – February 2014

Served as housing liaison between students and housing agencies; develop housing opportunities for Amity students

- **Member of the design and management team for the Just In Reach (JIR) jail project** funded through the Department of Health Services, which (continues) to serve some of the most at risk for recidivism and homelessness.
- **Assisted students in obtaining permanent housing:** Assessed housing and personal history information, (Housing history, evictions, income, credit history, debts, criminal background, etc.); Helped client present to landlords including completing applications; explanations for poor credit or evictions; how to qualify for subsidized housing; Identified housing resources that meet client needs; Developed relationships with landlords; identified affordable and supportive housing owners; know subsidized housing programs; Accompanied clients when they are conducting housing search; Learned subsidized housing systems including appeal processes. Strong familiarity with tenant rights and fair housing laws.
- **Assisted students in transitioning from the streets to permanent housing:** Helped find furniture and appliances, funding sources; know low income guidelines for utilities, phone, etc.; Helped client find affordable grocers, food banks, transportation, social service agencies and other resources in new area.
- **Assisted clients in retaining/maintaining housing:** Conflict resolution with landlords, employer, neighbors and associates; Crisis planning due to relapse, financial problems; Facilitate and coordinate meetings, groups and celebrations that include all clients/tenants; help coordinate social activities, outings, etc.; create mentoring opportunities (long term tenants help new tenants).

Monitor/Counselor

October 2008 – June 2010

Directing and safely supervising students during daily activities.

- Notified staff of any symptoms or signs of substance abuse of students and/ or drug overdoses.
- Supervised students during daily activities.
- Assumed supervision responsibilities in the absence of other staff.
- Documented and monitored bed checks as required.
- Communicated with other monitors in regards to daily activities or disturbances.
- Served as advisor and positive role model for students.
- Prevented and intervened in student altercations and incidents.
- Administered First Aid and CPR during emergencies in accordance with state and federal regulations.
- Conducted and practiced emergency evacuation procedures.
- Assisted in maintaining facility and equipment clean, orderly and proper working condition.

SELECTED HONORS, PUBLICATIONS, PRESENTATIONS

Nyamathi, Adeline M. et al. “A Randomized Clinical Trial of Tailored Interventions for Health Promotion and Recidivism Reduction among Homeless Parolees: Outcomes and Cost Analysis.” *Journal of experimental criminology* 12.1 (2016): 49–74. *PMC*. Web. 15 May 2018.

Nyamathi, Adeline et al. “Impact of an Intervention for Recently Released Homeless Offenders on Self-Reported Rearrest at Six and 12 Months.” *Journal of addictive diseases* 36.1 (2017): 60–71. *PMC*. Web. 15 May 2018.

“Yes We Can: Integration of Electronically Surveilled Prisoners, Armed Correctional Officers in an Amity Free-World Teaching and Therapeutic Community”, Presented at 16th European Federation of Therapeutic Communities, Dublin, Ireland, September 20-22, 2017.

“JIR 2.0”, Presented at 15th European Federation of Therapeutic Communities, Malaga, Spain, March 11-14, 2015.

“Therapeutic Communities: The Importance of Program Enriched Housing” Presentation to Reentry Solutions for Success – Federal Reserve Bank of San Francisco Conference, Sacramento, CA, September 29-30, 2015

“Funding for Social Entrepreneurship”, Presentation at National TASC 20th Annual Conference on Drugs, Crime & Reentry, Birmingham, Alabama, May 9, 2014

CURRENT LOCAL, REGIONAL AND NATIONAL MEMBERSHIPS

Member	Steering Committee, Los Angeles Regional Reentry Partnership (LARRP)
Member	Board for the California Association of Alcohol and Drug Program Executives (CAADPE)
Co-Chair	CAADPE Criminal Justice Committee.
Member	California Department of Corrections and Rehabilitation Director Service Advisory Group (DSAG),
Chair	DSAG Housing Committee
Member	California Department of Corrections and Rehabilitation Integrated Care Committee
Member	United Homeless Healthcare Partners (UHHP)
Member	Advisory board for the Center for Social Entrepreneurship

Ricardo A. Mejia

OBJECTIVE: Seeking for a challenging job opportunity in the computer field as an IT Manager/IT Director/Network Administrator

SKILLS:

- ❖ WINDOWS 2003-2012 R2 NETWORK DESIGN, IMPLEMENTATION & ADMINISTRATION
- ❖ CITRIX XENAPPS/XENDESKTOP 7.16 & NETSCALER 12 DESIGN, INSTALLATION & ADMINISTRATION
- ❖ MS-CLUSTER SERVER DESIGN, INSTALLATION & ADMINISTRATION
- ❖ MS-EXCHANGE ENTERPRISE DESIGN, CONFIGURATION, & ADMINISTRATION
- ❖ VMWARE 6.5 & XENSERVER 8.2 DESIGN, INSTALLATION & ADMINISTRATION

Software Experience:

Windows NT 4.0-2012 R2, Novell Netware3.11-4.11, Citrix MetaFrame 1.8-XenApps 6.5, RightFax 9.0 Enterprise, Veritas NetBackup 5.0MP5, Backup Exec 12, Barracuda Backup, PHD Virtual Backup & Replication, MS-Exchange 5.5-O365 Enterprise, MS-Office 97-O365 Professional, Dell/Compaq Diagnostics, TrendMicro Anti-Virus, WebRoot, Malwarebytes, Network Associates Portable Analysis Suite, VMWare ESX 6 5, Veeam Backup and Replication 9.0, Citrix XenServer 4.0-8.2

EDUCATION:

2021 **Knowledge Transfer Inc.**, Eagan, MN
Obtained Education on Office 365
-Administration & Troubleshooting

2014 **Global Knowledge**, San Francisco, CA
Obtained Education on Citrix XenDesktop 7 x
-Design, Installation, & Deployment of XenDesktop 7 1 & 7 5 via PVS and MCS

2014 **Global Knowledge**, San Francisco, CA
Obtained Education on Citrix Netscaler 10.x
-Design, Installation, & Deployment with focus on Multiple Datacenters via GLSB

2014 **Global Knowledge**, Virtual Class
Obtained Education on MS Exchange 2010
-Design, Installation and Deployment

2014 **EMC**, Santa Clara, CA
Obtained Education on EMC VNX5200 Block
-Design, Installation, & Deployment of VNX 5200 series Block SAN

EMPLOYMENT:

2018-Present **AMITY FOUNDATION**
Responsibilities Included: Exempt: Position: **Director of IT**
-Management of Amity IT Staff consisting of: IT Manager, Systems Admin, DB Analyst, & Helpdesk Analyst
-Responsible for Design, Direction, Management, Technical Administration & Budgeting of technology
-Responsible for Meraki wireless & wired environment
-Responsible for MS-Office 365 administration
-Responsible for MS-SQL 2014 administration
-Responsible for Windows 2012 R2 server farms across 12 locations
-Responsible for XenServer 8 2 server farms across 12 locations
-Responsible for Dell Nimble HF20 SAN deployment & administration at our Data Center
-Responsible for 12 locations interconnected by in-house SD-WAN Solution using SonicWalls
*used for Web Filtering and client SSL-VPN access

2007-2018 **JAMES PERSE ENTERPRISES, INC.**
Responsibilities Included: Exempt: Position: **Network Engineering Manager**
-Design, Installation, and Administration of XenApps 6 5/Windows 2008-R2 Farm
-Management of James Perse Staff of Systems Admin
-Responsible for PHD/Veeam Virtual Backup & Replication of VM environment
-Responsible for Meraki Wireless environment
-Responsible for MS-Exchange 2013 Administration
-Responsible for MS-SQL 2005/2012 Administration
-Responsible for Windows 08/12 Server farms across 2 Locations
-Responsible for XenServer 7 1 & VMWare 6 5 server farm across 2 EMC SAN's via iSCSI w/ WAN replication
-Responsible for 42+ Retail locations interconnected by MPLS Solution provided by TPx Communications
*used for Web Filtering and client SSL-VPN access

2001-2007 **STONEFIELD JOSEPHSON, INC.**
Responsibilities Included: Non-Exempt: Position: **Network Administrator**
-Administration of Citrix 4 0/Windows 2003 Farm (9 servers)
-Installation of MS-Cluster Servers for File & Print Services on Compaq Servers
-Responsible for MS-Exchange 2003 Administration
-Responsible for Windows 2003 Server farms across 4 Locations
-Responsible for VMWare 3 01 ESX server farm across EMC SAN in DR site

2000-2001 **PARTSAMERICA.COM**
Responsibilities Included: Exempt: Position: **Network Analyst/Infrastructure Manager**
-Responsible for Installation, Maintenance, and Upgrade of Dell Rack Server Farm
-Responsible for MS-Terminal Server/Citrix MetaFrame 1 8a for Windows 2000 Server Farm Design, Installation, & Administration
-Responsible for contracts with Data Communications Vendors and Consulting firms
-Responsible for Network Analysis Reports such as LAN/VPN utilization and Web Server utilization reports
-Responsible for Windows 2000 Server Design, Installation, & Administration
-Responsible for MS-Exchange 5 5 Enterprise Design, Installation, Administration, & Disaster Recovery

REFERENCES AVAILABLE UPON REQUEST

OLGA MELLIZO

PROFESSIONAL EXPERIENCE:

1/22 – present **Chief of Grants, Contracts and Development: Epidaurus DBA Amity Foundation**

Remote position interfaces with Amity Foundation offices in CA and AZ

- Oversees all external funding and development activities for the agency.
- Assigns goals and responsibilities to team members and coaches, develops, and assesses the team.
- Develops and executes a fundraising strategy that is focused on identifying and cultivating new donors, deepening relationships with our current donors, and leveraging our community engagement work to create new donor pathways, and evaluating our event portfolio to ensure that we are achieving meaningful impact.
- Develops and executes a grant development that is focused on identifying and cultivating federal, state, county, tribal, city, foundation, corporate and other funding sources to ensure that we are achieving meaningful impact.
- Develops and executes a contract administration strategy for any relevant subcontracting, or third-party administrative opportunities.
- Manages departmental budget in coordination with the Chief Financial Officer

4/04 – 12/21 **Director of Grant Development & Contract Administration: Epidaurus DBA Amity Foundation**

Remote position interfaces with Amity Foundation offices in CA and AZ

- Principal Writer and Grant Manager for all federal, state, tribal, county, city, foundation, corporate and private funding proposals submitted on behalf of the organization and organizational partners securing over \$800 million
- Managed all contract administration for awards and subcontracts
- Supervised, managed and led an international team of grant writers and consultants

7/00 - 7/03 **Grants Coordinator/Writer, Office of Sponsored Research**

State University of New York College of Technology

- Principal grant-writer for federal, state, foundation and corporate grants, receiving over \$3 million, more than doubling sponsored funds from all funding sources
- Served as Project Director for major institutional grants
- Provided technical assistance and training to over 80 faculty and staff developing grant proposals
- Implemented and Chaired Institutional Review Board per federal regulations

2/00 – 6/00 **Grant Projects Coordinator (Temporary): Rural Health Training Center**

State University of New York College of Technology

- Principal grant-writer for federal, state and foundation grants supporting the Center
- Received over \$350,000 in grants for the RHTC
- Participant and co-writer for the Request for Proposal Response Team writing the Northern Area Health Education Center grant; (received \$1,200,000)

4/99- 11/99 **Multicultural Resource Center: Coordinator Office of Minority Affairs**
University of Wyoming, Laramie, Wyoming

- Coordinated the administrative, budgetary and personnel functions of the center
- Led first ever Multicultural Resource Center Leadership Training for students of color
- Served as an advocate to the University's ethnic minority students regarding admissions, registration, scholarship and other financial aid assistance, emotional and academic support counseling
- Developed, administered and monitored educational, social and cultural programs and services to help create a safe and comfortable environment for students of color
- Coordinated recruitment and retention programs and activities for students of color
- Coordinated the two-month residential Summer Research Apprentice Program (grant-funded by NSF) for high school students of color
- Provided Diversity Training for various groups on campus
- Supervised and mentored ethnic minority paraprofessional staff and volunteers

10/98 – 3/99 **Law Library Assistant**
University of Wyoming, George W. Hopper Law Library, Laramie, Wyoming

- Maintained the integrity of the library's computer system and records, compiled and requested periodicals and government documents for exchange with other libraries and educational institutions, assisted with the set-up and use of audio-visual equipment, and provided assistance to the patrons at the circulation desk

9/97-8/98 **C.A.S.A. Project Coordinator Albany County C.A.S.A. Project**
Sponsored by the Albany County Crime Victim/Witness Program, Laramie, WY

- Overall program planning and management, direct service provision to child victims (ages 0-18) of abuse and neglect, developing effective policies and procedures, Spanish translation, interpretation and cultural advocacy, cooperative work with local and state agencies serving child victims, community education, counseling and crisis intervention, grant writing (Victims of Crime Act, KN for Kids, and the Tonkin Foundation), fiscal management of project operations, and the training and supervision of volunteer staff

VOLUNTEER EXPERIENCE

9/96-9/97 **AmeriCorps Volunteer Victim/Witness Advocate Albany County Crime Victim/Witness Program**
City of Laramie, Laramie, Wyoming

- National Volunteer Service included advocating for all victims of crime within the criminal justice system by offering consistently safe and appropriate support, in accordance with the Wyoming Crime Victim and Witness Bill of Rights, by providing emotional support, counseling, crisis intervention, court escorts and information, resources for financial compensation, referrals, community outreach presentations, in-court Spanish translation and interpretation and cultural advocacy , statistical data entry and management, and assistance with volunteer training.

EDUCATION

- 9/94 – 9/96 **Vanderbilt University, Nashville, Tennessee**
M.A. in Latin American and Iberian Studies (emphasizing history and political science)
- 9/89 – 5/94 **University of Wyoming, Laramie, Wyoming**
B.A. in Spanish - with honors
B.A. in Anthropology - with honors
- Summer 2000 **Goethe Institute Berlin, Germany**
Intensive German language learning program
- Summer 1995 **Universidade Estadual de Campinas, Campinas, Brazil**
Study abroad program through Georgetown University
- Summer 1992 **Fundación Ortega y Gasset, Toledo, Spain**
Study abroad program through the University of Minnesota

FOREIGN LANGUAGES

- Fluent Spanish (Native speaker)
Conversational German
Written French
Conversational Portuguese (beginner at this point)

QUALIFICATIONS

- Leadership Skills
- Bilingual: English and Spanish
- Excellent Organizational Skills
- Proficient in MS Office
- Self-Motivated and Efficient
- Critical Thinking and Decision Making
- Strategic Planning Skills
- Received Certificate in Youth Mental Health First Aid
- TF-CBT Certificate

PROFESSIONAL EXPERIENCE

Amity Foundation

Chief Operations Officer Non-Residential Projects

Los Angeles, CA

1/2022-Present

- Supports the general management of the organization in close support of the CEO and provides leadership, management, and vision necessary to accomplish Amity's mission.
- Ensures that the organization has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the organization and to ensure financial strengths and operating efficiency.
- Ensure the delivery of services throughout the Non-Residential sites, which meets the organization's standards, and complies with federal, state, and local regulations and meets contractual obligations.
- Oversees the Directors of service delivery sites and supervision of a specific program site or sites, including quality assurance, contract compliance, human resources, fiscal oversight, or supervision of other management employees.
- Participates in the development and preparation of short-term and long-range plans and budgets based upon broad organization goals and objectives.
- Participates, organizes, and leads teaching and therapeutic community activities.
- Maintains and supports the culture and mission of the organization, and fidelity to the model for services.

Amity Foundation

Amity on Broadway STOP Area 5

Project Director

Los Angeles, CA

02/2020-1/2022

- Oversee the quality and compliance of subcontracted CBP (Community Based Providers) programs.
- Fiscal and Budget management of STOP (Specialized Treatment for Optimized Programming) contract.
- Maintain collaborative relationships, evidenced by effective communication with DRP (Division of Rehabilitative Programs, Program Analyst, CDCR (California Department of Corrections and Rehabilitation) liaisons, and subcontracted CBP Programs.
- Development, management and oversight of all contracted and subcontracted facilities and services.
- Ensure the efficient operations of contracted and subcontracted facilities and services.
- Oversee faculty/staff under this project.
- Development of quality control procedures to ensure high quality of services.
- Assist in resolving programmatic and personnel problems.
- Conduct faculty/staff meetings with all employees to discuss personnel and program issues and assign other duties as needed.
- Remain knowledgeable in the programmatic process and be able to define and identify program methodology, counseling, modalities, program design needs, the various facets of the program and the principles and techniques of individual counseling and small and large group counseling.

Amity Foundation***Amity on Broadway STOP Area 5***

Training Director/Director of Operations

Los Angeles, CA

07/2018-02/2020

- Development, management and oversight of all contracted and subcontracted facilities and services.
- Ensure the efficient operations of contracted and subcontracted facilities with the Program Director/and or Associate Director supervise all program faculty positions.
- Development of quality control procedures to ensure high quality of services.
- Prepare reports and maintain files of training programs and activities.
- Coordinate with professional faculty or subject matter specialist to develop in-service training programs, identify training needs, structure content and sequence of training, and select relevant materials for training.
- Develop specialized training to meet the needs of Amity on Broadway Faculty.

Goodwill Southern California***Northeast Los Angeles WorkSource Center***

Program Manager

Los Angeles, CA

03/2015-06/2018

- Responsible for managing 8 grants and 16 staff members (3 Service Coordinator, 1 Business Service Coordinator, 7 Case managers, 2 Business Service Representatives, 2 Administrative Assistants and 1 receptionist).
- Support, develop and provide training for staff development.
- Oversee the operations of the Goodwill Northeast Los Angeles WorkSource Center.
- Monitor 11 contract budgets to ensure expenditure goals are in line with City of Los Angeles and Goodwill guidelines.
- Accountable for achieving all contract outcomes and measures for eight funded grants.
- Prepare weekly and monthly performance reports for all eight grants for the Regional Director and Vice President.
- Manage City of Los Angeles funded contracts (Workforce Innovation Opportunity Act, Youth Program, LA RISE, Homeless Transitional Subsidized Employment, Re-entry, LARCA, Retail, American Apparel, and Skid Row Homeless Program).
- Responsible for monitoring and preparing monthly expenditures to ensure that allocated budget is spent by the end of every fiscal year as per contract.
- Establish new partnerships and prepare Memorandum of Understanding (MOU).
- Collaborate with new and existing partnerships by setting up meetings to discuss common goals and strategic planning.
- Diversity in working with various populations (Veterans, People with Disabilities, Youth, Re-entry and Homeless).
- Complete annual staff evaluations and handle customer complains.
- Conduct weekly staff meetings for strategic planning and team building activities.

Northeast Los Angeles WorkSource Center

Service Coordinator

Los Angeles, CA

02/2012-03/2015

- Supervised six Case Managers that provide services to individuals needing assistance with resume, interviewing, employment, and training, one on one case management, supportive services, and referral services.
- Responsible for ensuring that program goals and services are delivered to individuals as specified by funder.
- Partnered with Social Services entities that provide additional assistance to participants such as PATH Housing Assistance, Department of Rehabilitation Services, U.S. Department of Veterans Affairs, Economic Development Department, Community and Senior Services, Mental Health Services, Department of Public and Social Services, Los Angeles Unified School District and many others.
- Monitored case manager files for compliance per City of Los Angeles and Goodwill standards.
- Trained and develop case managers to ensure ability to perform their job duties.
- Reviewed and approve case managers' request for participant supportive services (gas reimbursement, bus pass, tokens, vouchers, clothing assistance, etc.).
- Responsible for completing annual staff evaluations.

Central San Gabriel Valley WorkSource Center

Case Manager

El Monte, CA

11/2009- 02/2012

- Identified potential participants to enroll in the Workforce Investment Act Program (WIA).
- Managed a caseload of approximate 150 case files and maintained case notes to comply with County Guidelines.
- Developed Individual Employment Plans for participants (job seekers) to set employment and educational goals.
- Assisted participants with services such as job search, training, and supportive services (gas reimbursement, bus pass, tokens, voucher, clothing assistance, etc.) to assist with employment.
- Assessed, monitored and evaluated participant progress through their individual employment plan and provided guidance and coaching to help participants resolve issues and remain motivated to obtain and maintain employment.
- Facilitated Work Source Center orientation and job readiness workshops on a regular basis.
- Managed clients' files, ensuring files contain all necessary documentation as mandated by the County, GSC, CARF requirements and any applicable funding source requirements.
- Completed Intake and checked for eligibility of client participation in the Workforce Investment Act Program.

Summer Youth Program Central San Gabriel Valley WorkSource Center

Program Assistant

El Monte, CA

7/2009- 10/2009

- Performed appropriate clerical duties related to the upkeep of the department.
- Performed assigned data entry task with a high degree of accuracy.
- Maintained confidentiality of sensitive and proprietary information.
- Assisted with WorkSource Center coverage in the front desk reception area and Career Resource Center.
- Created, edited and revised spreadsheets.
- Answered telephones, direct calls, and delivered messages.
- Performed day-to day administrative task such as maintaining information files and processing paperwork.

EDUCATION

California State University of Los Angeles, Los Angeles

May 2018

Master of School work

California State Polytechnic University, Pomona

March 2010

Bachelor of Liberal Arts

Summary of Qualifications:

Over thirty-one (31) years combined substance use disorder treatment work history, including twenty-four (24) years combined program administration, oversight, and clinical supervision experience. Twenty (20) years of Administration and oversight of California Department of Corrections and Rehabilitation (CDCR) funded program contracts and subcontracts ranging from 1.2 million to 47.6 million annually. Strong Therapeutic Community, Behavioral Modification, and Cognitive Behavioral Skills background specifically with criminal justice involved men, women, and juvenile students/participants. Skilled at team building with counselors about treatment and case management model strategies/concepts quickly, works well under pressure, documenting and communicating ideas clearly and effectively. Enthusiastic and experienced motivational speaker and trainer. Construction experience a plus.

Experience:

Amity Foundation on Broadway- **Chief Operations Officer** Residential Campuses 1/2022-Present in Los Angeles, CA and Tucson, AZ

Amity Foundation on Broadway- **Regional Administrator** for Prison Region 5 and STOP Area 5 2/2020-Present in Los Angeles, CA

Amity Foundation on Broadway STOP Area 5 -**Project Director** 6/2018-1/2020 in Los Angeles, CA

HealthRIGHT360, STOP Program Area 6 -**Program Director** 11/2014-5/2018 in San Diego, CA

Mental Health Systems (MHS), SASCA Region IV - **Program Director** 3/2011-10/2014 in San Diego, CA

Mental Health Systems (MHS), Parolee Partnership Program (P3) - **Program Director** 7/2009-3/2011 in San Diego, CA

Mental Health Systems, Inc. (MHS), AMEND Therapeutic Community @ California Rehabilitation Center- **Program Director** 11/2006-6/2009 in Norco, CA

Mental Health Systems, Inc. (MHS), SASCA Region IV **Assessment Coordinator/In-Prison "In-reach" Aftercare Services Supervisor** 3/2006-10/2006 in Norco, CA

Mental Health Systems, Inc. (MHS), Desert Star + AMEND @ both Ironwood State Prison and California Rehabilitation Center- **Training Coordinator (Interim)** 10/2005-3/2006 in Blythe + Norco, CA

Mental Health Systems, Inc. (MHS), H.O.P.E. Therapeutic Community @ R. J. Donavon Correctional Facility- **Program Director** 11/2004-10/2005 in San Diego, CA

Amity Foundation @ R.J. Donavon Correctional Facility- **Program Manager/Supervising Counselor** 11/2001-11/2004 in San Diego, CA

Amity Foundation, Amity Vista Ranch- **Program Manager** 12/2000-11/2001 in Vista, CA

Amity Circle Tree Ranch- **Associate Manager/Counselor III** 8/1996-12/2000 in Tucson, AZ

Amity Firehouse- **Associate Manager/Program Coordinator** 2/1995-8/1996 in Tucson, AZ

C.O.P.E. Behavioral Health Services @ Pima County Jail- **AOD Educator** 9/1996-2/1997 in Tucson, AZ

Two Guys Tiling- **Sub-Contractor and Tile Setter** 6/1992-12/2000 in Tucson, AZ

Amity Payson Pioneer Ranch- **Counselor II** 11/1993-2/1995 in Payson, AZ

Amity Community Center- **Intern/Counselor I** 3/1991-11/1993 in Tucson, AZ

Amity Circle Tree Ranch- **Intern** 12/1990-3/1991 in Tucson, AZ

Acme Fence Specialties- **Automatic Gate/Parking System Technician** 7/1984-10/1986 in Phoenix, AZ

Credentials and Education:

Certified Addiction Specialist (CCAPP-CADC-CAS) #C033230315

State of Arizona Licensed Independent Substance Abuse Counselor- L.I.S.A.C. #1019

Arizona Board of Behavioral Health Examiners (requires Masters Degree to obtain) issued 7/2004

Previous AZBBHE Certification with same number issued and active 5/1995-6/2004

Ohio Risk Assessment System (ORAS) Certified Trainer 8/2015

High School Diploma - Provo Canyon School- Provo, Utah

David Crawford

Summary Experience: Strong ability to understand various business models and able to work with a staff of zero to over fifty. Reporting is second nature allowing for strategic/business development value-add. Primarily cash flow focused with understanding of GAAP and other reporting requirements. Built and managed the finance and administrative functions of multiple start-ups. Extensive experience with financing, planning, external and internal reporting, cost accounting, legal, human resources, facilities, fundraising, cash management, business controls. Experience with many ERP and HR software products.

Sept 2017-
Present

Amity Foundation

Chief Financial Officer and Treasurer: Responsible for planning, reporting, human resources, treasury and legal. Prepare financial statements for Executives, Finance Committee and Board. Lead annual budget process and update forecasts monthly. Manage banking relationships. Work with outside for required external reporting including audits. Manage the 401k retirement plan. Prepare annual federally approved indirect cost rate proposals.

Sept 2016-
Present

Crawford Consulting

Consulting CFO: For both non-profit and venture backed clients.

Feb 2007-
Sept 2016

HealthRIGHT 360

San Francisco

Chief Financial Officer and Treasurer: Responsible for planning, reporting, human resources, treasury, food services facilities, compliance, and legal of this 1,000+ employee \$114MM revenue Federally Qualified Health Center (FQHC) 501(c)(3). In a poor funding environment turned net assets from negative \$1MM to positive \$23MM. Prepare financial statements for Executives, Finance Committee and Board. Lead annual budget process and update forecasts monthly. Manage banking relationships. Work with outside for required external reporting including audits. Closed a \$52MM New Market Tax Credit facility, an \$11.5M line of credit and a \$4.1M forgivable loan. Participated in and led the integration of five non-profit mergers in the last three years. Negotiate vendor contracts. Manage the 403b and 401a retirement plans. Prepare annual federally approved indirect cost rate proposals.

Oct 2005-
Feb 2007

Tello Corporation

San Mateo

VP Finance, Secretary and Treasurer: Responsible for planning, reporting, payroll, accounts payable, human resources, facilities, policies and procedures, contracts, immigration, and legal of this 40 employee hosted IP communications software and services company. Using QuickBooks closed books monthly and prepared financial statements for Executives and the Board. Led Board budget approval and updated forecast monthly. Manage banking relationships. Work with outside tax accountants to file returns and auditors to complete audit. Closed \$10M Series B funding. Negotiated vendor contracts. Obsessively managed cash. Managed stock ledger including option pool, pricing and approval. Acted as the primary interface to investors, legal counsel and auditors. Managed benefits including 401K.

Aug. 2004-
Oct 2005

Emagia Inc.

Santa Clara

VP Finance and Secretary: Managed finance and administration including planning, reporting, payroll, billing, collections, accounts payable, human resources, facilities, policies and procedures, contracts, immigration, equity, labor and litigation of this \$4M enterprise software company. Using QuickBooks closed books monthly and prepared financial statements for Executives and the Board. Led Board budget approval and updated forecast monthly. Managed banking relationships. Closed an accounts receivable line of credit and equipment facility. Worked with outside tax accountants to file returns. Closed \$7M Series C Financing. Helped lead successful shift in business model towards hosting. Understand and implemented SOP97, SOP98 and FAS 86 software accounting rules. Establish pricing models, sales commission structure and MBOs. Negotiated vendor and customer contracts. Obsessively managed cash. Managed stock ledger including option pool, pricing and approval. Acted as the primary interface to investors, legal counsel and auditors. Managed benefits including 401K. Coordinated board meetings.

May 2001-
May 2004

Berkana Wireless Inc.

Campbell

Finance Director and Secretary: managed finance and administration including planning reporting, payroll IT, human resources and facilities of a semiconductor start-up. Led Series A and B fundraising efforts. Responsible for operating/strategic planning and actual reporting.

Managed legal matters including corporate, immigration and employment. Using QuickBooks closed books monthly. Drove Board approval of annual operating plan and presented variance to plan and updated forecast monthly. Negotiated price and financing terms of leased equipment. Led search effort and negotiations for both company moves. Negotiated the acquisition, performed the due diligence and led the financial integration of a Korean company. Obsessively managed cash. Managed all option and equity related matters. Acted as the primary interface to investors, legal counsel and our auditors. Researched and implemented the 401K. Prepared and presented at board meetings.

Feb 2000 – May 2001	Palm Computing Inc. <i>Strategic Finance Manager:</i> Working cross-functionally and in tandem with target companies, led the financial due diligence of all potential M&A deals. Advised the CFO and CEO Staff on financial structure, dilution and valuation. Reviewed all Venture Capital investments for valuation reasonableness. Worked on a synthetic lease facility for Palm’s new campus and a convertible debt facility. Helped sell-side and buy-side analysts’ model and understand Palm. Wrote the CFO and CEO scripts for Palm conference calls and interacted with banking analysts. Forecasted Palm’s cash position and recommend financing strategy and capital structure. Worked with the CFO to prepare the financial projections for Palm’s roadshow.	Santa Clara
1995 – Feb. 00 Mar 99 - Feb 00	Hewlett Packard <i>Corporate Headquarters: Agilent IPO Manager.</i> Managed a team of 25 to split Agilent from HP and file the S-1 registration statement. Cleared financially related SEC comments. Worked with consultants, auditors, attorneys, tax experts and Agilent/HP senior management to achieve a successful and timely Agilent IPO.	Bay Area
1998 - 1999	Internet Business Unit: Finance Manager. Acting in the capacity of a controller, managed a team of 5 to conduct all business support, planning and reporting activity for HP’s software and services incubator division. Implemented pricing policies and guidelines that conformed to SOP97 and FAS86 software reporting requirements. Implemented an independent financial reporting system that allowed greater visibility into the financial performance of the business units. Created audit-proof financial controls and documentation procedures for the new division.	
1995 - 1998	Corporate Headquarters: Senior Finance Analyst. Planned, coordinated, consolidated and presented to the CFO HP’s operating and strategic plans and helped set targets for the business segments. Presented actual results to the CFO and CEO and helped frame the discussion on current quarter positioning of results and setting of analyst expectations for the upcoming quarter. Acting as the Finance contact implemented a multidimensional database, Essbase, to consolidate and report HP’s plans and actual results. Implemented a new semi-annual planning process to set targets for the business units.	
1990 - 1993	Arthur Andersen & Co. <i>Senior Auditor:</i> Requiring a thorough understanding of GAAP, managed teams of between 2 and 5 to plan, coordinate and execute business audits. Conducted business process and system controls reviews and recommended improvements to clients. Worked primarily in the Health Care Practice Auditing John Muir Hospital in Walnut Creek, Eden Valley Hospital in Castro Valley and St Joseph’s Medical Center in Stockton among others.	San Francisco
1989 - 1990	Swiss Bank Corporation <i>Treasury Analysts:</i> Traded currencies and fed funds for customers and the bank. Reconciled the branches daily gains/losses and its cash position.	San Francisco
1993 - 1995	Education University of Michigan MBA Finance	Ann Arbor
1985 - 1989	University of California at Berkeley BA Economics	Berkeley

Other Interests: Family, Tennis, Economics, Volunteering

SANDRA L. KLEINSCHMIDT

SKILLS

- Expert in the use of Microsoft Excel, Crystal Reports, QuickBooks, Word, Power Point, Outlook, Best Notes, Crystal Xcelsius, IDS, Epicor, Sage and Asset Keeper.
- Experienced in the use of Access, Automate 6 and Website design.
- Ability to learn new programs quickly.

WORK EXPERIENCE

Amity Foundation – Corporate Office – 3 years

Senior Director of Finance

- Responsible for Finance Department
- Annual preparation of organization Budgets
- Oversee annual audit
- Monthly budget reviews with location Directors
- Reconciliation of Philanthropic Funds
- Financial reporting for Grants
- Annual Workers Compensation audit and renewal application
- Annual Insurance renewals
- Monthly Financial statements
- Assist with financial information needed in applications for new Grants/Contracts
- Other special requests from CFO and President/CEO

Amity Foundation - Circle Tree Ranch – 2 years

Business Manager

- Development of cost controls including bulk purchasing. Maintain existing business accounts and develop new accounts to reduce costs.
- Supervise Billing Specialist, reconcile client accounts monthly to ensure accurate billing and collection.
- Assist Corporate office with report writing in Sage (Intact) accounting software.
- Oversight of human resources for Circle Tree Ranch including maintaining current employee files.
- Research current contracts and ensure all items that are billable are currently being invoiced. Found 33k that had not been billed to clients and created a process to bill for the past due items and ensure all items are billed monthly. Created a program in excel that found 250k of past due accounts that had not been collected. Implemented the collection of the accounts and ensure all collections remain current.
- Maintain current contracts and complete contract renewal applications.
- Monitor employee timesheets and reduce amount of overtime.
- Custodian of petty cash.

Newmans Industries – 2 years
Assistant Controller

- Verify and collect on accounts receivable and invoice customers.
- Complete monthly Profit and Loss Statement and Balance Sheet.
- Create custom reports for all system users within the company using Crystal reports.
- Complete annual company budget.
- Backup for payroll and quarterly filing.
- Prepare reports for annual work comp audit and assist auditor.
- Administrator of employee health insurance benefit.
- Prepare 1099s and W-2s and upload files to Social Security Website.

UMC – Ultra Machining Company – 2 years
Cost Accountant

- Prepare weekly cash flow projections for next 8 weeks.
- Complete monthly Profit and Loss Statement and Sales Gross Margin Trend charts.
- Forecast cash flow by customer on projects over 3 million in sales.
- Subject Matter Expert for accounting including Accounts Receivable, Accounts Payable, Payroll, General Accounting and related system programs.
- Complete annual budget by department.
- Prepare monthly payroll comparison to budget for managers.
- Work with the CPA firm on yearly audit.
- Make recommendations to management on cost reductions.

Crystal Pierz Marine – Corporate Headquarters – 7 years
Corporate Analyst/Assistant Controller/Computer Systems Administrator

- Prepared and analyzed data on a weekly basis for the company dashboard reports and posted the reports on the company's employee website. This included various graphic and statistical reports by department as well as the total company.
- Completed and analyzed the monthly Financial Packet by location including P&L's, balance sheets, inventory turns, current forecast, target ratios, store ranking, various inventory detail reports and commissions by salesperson.
- Coordination and completion of the yearly budgets for all locations utilizing prior trends and expectations for new product lines.
- Completed parts pricing updates in IDS and provided price selling sheets for salespersons by model based on cost line. This included updating cost line margins.
- Prepared and filed the monthly sales tax reports for states.
- Maintained fixed asset records by completing physical audits, additions, disposals and the calculation of depreciation. This included assisting in the year end depreciation reports for Tax filing with the CPA firm.
- Monitored daily activity in the general ledger. Research unusual entries and determine the appropriate action. Assisted 150 employees with questions ranging from how to record an item to how to use a program on their computer.

- Completed account reconciliations including Accounts Payable, Accounts Receivable, Inventory and Bank.
- Maintained the company's computer network system. This included adding new users and providing them with appropriate security, connecting new computers to the domain and installing the required programs.
- Troubleshoot computer problems and determine appropriate action to be taken.
- Maintained the company's website and provide user access. Sent out newsletters via online email database. Monitor leads and assign to salespersons. Answer "ask the experts" from the website.
- Worked closely with the CPA firm for yearly tax preparations.

KOMO Machine Inc. – 2 years
Sr. Cost Accountant

- Completed all month end closing activities for Cost Accounting including the reconciliation of inventory accounts and % of completion project cost and revenue entries.
- Maintained the integrity of the cost system database. Continuously updated and reviewed standards as routings are entered or changed before new work orders begin.
- Verified the accuracy of sales tax charged to customers in 19 states, then filed and paid the sales tax due to the state.
- Assisted in Accounts Receivable Department by invoicing customers.
- Completed yearly manufacturer census survey.

DeZurik, SPX Corporation – 12 years
Financial Analyst – Cost Accountant

- Coordinate and completed the annual budgets and burden rates.
- Directed and maintained all fixed assets insuring all asset transactions were properly recorded. Prepared depreciation schedules necessary for tax returns.
- Completed monthly actual and forecasted profit and loss statements.
- Completed the year-end tax package on profit & loss statements.
- Completed annual standard cost analysis for the calculation of standard rates to be used in budgets and actual reporting.

EDUCATION & TRAINING SEMINARS

St. Cloud Technical College
Accounting

St. Cloud, MN
A.A.S Degree

1st Aid/CPR Certification

Tucson, AZ

CPI Certification

Tucson, AZ

Spader Management Seminar

Crystal, MN

Spader Budget & Forecasting Seminar

Little Falls, MN

Fred Pryor Microsoft Access Seminar

St Cloud, MN

Practical Problem Solving Seminar

Monticello, MN

Crystal Reports Training

St. Cloud, MN

Objective

Obtain a position in which I can demonstrate competency in understanding policies, procedures, practices, and organizational infrastructure to support the delivery of culturally and linguistically sensitive and appropriate services where culture is broadly defined. To contribute my knowledge and skills to a team/Community that I can grow, thrive and teach others.

Experience

Amity Foundation-Training Director/Director of Operations

3/2020-1/2022

As Training Director ensure collaboration with Community Based Providers to develop, coordinate, and present a variety of training sessions and workshops during the annual training calendar, ensuring fidelity to treatment models and quality of services provided. Provides or arranges regular in-house trainings for Specialized Treatment for Optimized Programing (STOP) Placement staff/faculty.

Director of Operations is responsible for the overall day-to-day operations and related administration of the STOP. Working collaboratively with California Department of Corrections (CDCR) and the STOP Program Director. Planning, direction and coordination of all program activities. Supervising department Supervisors, selection and training of faculty/staff, monitoring program effectiveness, negotiating agreements with Subcontractors, coordinating invoices, submitting required reports, and maintaining all required contract services.

Amity Foundation-Case Manager Supervisor

6/2018-3/2020

- Provide Supervision to 20 Case Managers under the California Department of Corrections (CDCR) Specialized Treatment for Optimized Programing (STOP) Ares 5 contract, which provides casework services to Students/Participants, including intakes, initial assessment, case planning, case management plans, maintaining progress notes, developing discharge plans, making appropriate referrals to outside agencies, and interfacing with the Department of Adult Parole Operations (DAPO). Maintaining comprehensive case records and accurate statistical information for the STOP Participants and services, including entering all information in the Automated Reentry Management System (ARMS) database. Maintain collaborative relationships evidenced by effective communication with STOP Program Director, CDCR liaisons, subcontracted Community Based Provider programs and STOP participants.

Amity Foundation-Placement Coordinator

4/2018-6/2018

- Conducts initial screenings to gauge appropriateness of admission to Amistad from the Department of Adult Parole Operations(DAPO). Maintains professional relationships and communication with Parole Agents and/or Parole Administrators. Maintains accurate monthly calendars of all incoming students. Assists in treatment planning and assessing appropriateness for this level of care. Attend other faculty meetings and groups as needed. Billing for all monthly placements.

Amity Foundation-Substance Abuse Counselor

9/2015-4/2018

- Leads and participates in group, individual, and therapeutic processes under the supervision of a certified behavioral health professional. Serves as a student advocate. Participates in faculty staffing. Interacts with student's family, attorney, probation/parole officer, and other individuals or agencies of significance to the student. Observes, records evaluate changes in appearance, behavior, and demeanor of the student. Evaluates emergencies and takes appropriate action. Compiles comprehensive social, legal, and personal histories of students. Maintains accurate and timely student records of sensitive nature. Participates significantly with students in determining short and long-range goals and treatment plans. Attends in-service, other training workshops, and conferences. Prepares reports as assigned. Protects student's health, safety, welfare, and confidentiality of student records. Coordinates student activities within the program through participation and demonstration. Provides training and guidance as a role model to students and teaches good work habits. Assists in the supervision of interns and volunteers. Participates in community building activities, as appropriate to the position.

Amity Foundation-Monitor

9/2013-2015

- Assist Casework with the delivery of participant services and activities as necessary. Assume Supervision responsibilities in the absence of other staff. Document and monitor bed checks as required. Communicate with other monitors in regard to daily activities or disturbances. Serve as advisor and positive role model for students. Prevent and intervenes in student altercations and incidents. Administer First Aid and CPR during emergencies in accordance with state and federal regulations. Conduct and practices emergency evacuation procedures. Assist in maintain facility and equipment clean, orderly and proper working condition.

Education

East Los Angeles College, Monterey Park, CA

8/1996-6/2005

- Associates Degree in Behavioral Science

Garfield Adult School, Alhambra, CA

9/1995-1/1996

- High School Diploma

Skills

- Proficient in Microsoft Word, Excel, Outlook, and Power Point.

Adult, child and infant first aid and CPR

Michelle Church

Summary of Qualifications

Effective leader able to make critical decisions, and ability to work closely with all levels of management. Extensive experience in customer service, administrative tasks, Microsoft Office Suite, proactive self-starter, focused and accountable in meeting and exceeding goals and expectations. Outstanding written and oral communications skills and excellent organizational skills.

Professional Experience

Amity Foundation – 2018 - Present

Data Coordinator/Manager

Responsible for ARMS data entry, Subject matter expert for ARMS and Sastrak system. Maintain or create operational aspects of tracking, entering, reconciling and billing data as well as the policies and procedures associated with these activities.

- Supervise data clerks.
- Work closely with community based providers on their understanding/training of ARMS, accuracy of data entered, and technical support when needed.
- Oversee daily data entry, ensuring that staff members are cross-trained to accommodate for staff absence
- Maintain accurate Community Based Provider directory.
- Work closely with billing monthly to ensure Arms entries match Sastrak invoices.
- Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to CDCR.
- Create and maintain various reports needed for data requests and analysis.

CEC/GEO Group Inc. – 2016 – 2018

Accounting Coordinator/Data Entry Fiscal Clerk

Subject matter expert for the ARMS system. Prepare and research data for accurate computer entry by compiling and sorting information. Maintain data entry requirements by following data program techniques and procedures that ensure accuracy. Work with case managers and community based providers to ensure they provide and receive information needed to service our participant base. Contribute to team effort by accomplishing related results as needed.

Self-Employed - Virtually Distinguished 2005-2021

Marketing Support Specialist/Virtual Assistant/Owner

Virtual administrative management support to entrepreneurial clients who need assistance with their online presence and various administrative needs. Maintain databases (data entry); create websites, and implementation of marketing and content strategies.

Shades of Afrika, Long Beach, Ca – 2012 - 2018 (Part-time)

Administrative management support. Create and maintain websites, email marketing creation and execution, social media planning and posting. Develop various media to communicate about products, flyers, online images and more.

AT&T Communications (Pacific Bell), Anaheim, CA - 24 years

Sales Planning Manager

- Provided support to 105 outside sales team members.
- Analyzed sales trends and created company reports.

Staff Manager,

- Directly supported director and team of 700 customer service/sales representatives.
- Generated reports and analysis for statewide business office organization. Schedule and coordinate training for statewide business office team.

Coach Manager – Call Center Manager

- Managed team of 14 customer service representatives.
- Monitored call center staffing requirements of statewide organization ensuring calls were answered in a timely manner.
- Coordinated schedules of service representatives to ensure customers received live answer according to required service levels

Education

Attended the University of Redlands to earn a Bachelor of Science in Business Administration Management. (Completed all classes except 1)

Key Strengths

Excel at making minute by minute decisions, overlapping, and quickly changing priorities if necessary. Highly organized. Proficiently monitor and prioritize own workload to meet constant deadlines. Work extremely well with a team and developing strong relationships with co-workers, clients, and managers. Entrusted with confidential and proprietary information.

References available upon request.

Hector D. Mendoza

EDUCATION

California State University, Long Beach
Bachelor of Science in Computer Science

August 2015 – May 2020

PROJECTS

Fitness Application – (*bitebody.xyz*)

- Full stack web application that helps users achieve their fitness goals.
- Created endpoints for *api.bitebody.xyz*.
- Created components utilized in the front-end view.
- Technologies: Heroku, Flask, Python, docker, MySQL, react.js, HTML, CSS.

Student Management Application

- Created a desktop app that allows users to handle course management
- Created documentation, handled data persistency, and created the models utilized in the app.
- Technologies: Java, swing, MySQL

Delivery Services Website – (*ladelivery4u.com*)

- Web application built for a small business located in Downey, CA.
- Currently still updating contents of certain services.
- Purchased domain, set up via AWS Amplify, AWS Route 53 used for DNS.
- Technologies: javascript, react.js, HTML, CSS.

EXPERIENCE

Developer/IT Consultant

Hawaiian Honey Cones – Costa Mesa, CA

- Added leaderboard functionality to an onsite arcade game.
- Updated CMS website with most up to date information.
- Setup workstations and imaged brand-new computers.

March 2018 – May 2020

Help Desk Analyst

Amity Foundation – Los Angeles, CA

- Assist end users remotely via LogmeIn & on site
- Troubleshoot network issues
- Set up Xen-servers along with VMs running Windows servers
- Installed/repaired hardware on laptops & desktop
- Manage user's accounts using Active Directory
- Manage user's phone accounts using IBM Maas360
- Service multiple facilities within the LA region

February 2021 – Present

TECHNICAL SKILLS

Languages: Java, Python, C++, HTML, CSS, JavaScript, SQL, C, Haskell.

Tools/Miscellaneous: VS Code, Git, Docker, Android Studio, MySQL, Linux.

Frameworks/Libraries: React.js, React-mdl, Flask, Bootstrap, Swing.

Cloud: Amazon Web Services: Lambda, Amplify, Route 53, EC2.

LEADERSHIP EXPERIENCE

Hackathon Organizer (BeachHacks.com)

Association for computing Machinery

- Helped in the organization of the planned Beach Hacks event at CSULB.
- Assisted with website design, helping to plan the event, acquiring sponsorships.

January 2020 – May 2020

Juan Jaimes

Purpose: To make income, invest, and be self-sufficient.

Career History:

Amity Foundation

Helpdesk Analyst July 2020 – March 2021

System Administrator March 2021 - Current

- Resolve computer needs for employees at several different locations including our home office, our housing facilities, and the prison institutions such as password resets, printer issues, computer hardware and software issues, etc.
- Create and manage employee's Active Directory logon accounts through use of windows Microsoft Management Console, and Email accounts using Microsoft 365 Admin.
- Installing and maintaining the network environment by making sure all network components are operational at all times. This includes, but not limited to, servers, switches, wireless access points, security cameras, desktops, printers, digital signage, firewalls, modems, routers, NAS, telephones, conference room equipment.
- Ensuring the environment stays safe from all forms of threats.
- Managing company cell phones through use of a mobile device management software, IBM MaaS360.

That 80's Bar

Bartender/Server May 2018 – September 2019

- Bartend or serve depending on what's needed and on how busy the nightclub is
- Ensure guests have a comfortable and memorable experience in our establishment
- Delivering and creating drinks for guests

TekMe

Computer Tech July 2017 – July 2018

- Drove to customers homes who have called the company in need of technical support with their computer and some other electronic devices.
- My job includes, but is not limited to, virus removal, software/hardware installation, software/hardware diagnosis, wifi/network troubleshooting, data recovery, computer install, tv/cable box installation, etc.

Totally 80's Bar

Bar Back December 2013 – May 2014

Server May 2014 – September 2014

Bartender September 2014 – June 2015

Manager June 2015 – November 2016

- Started off with the company bar backing and worked my way up to manager of the location out in Fullerton.
- Maintained employee and guest satisfaction
- Was in charge of managing 30+ employees
- Because of my background working in every department, throughout the night I would help out any department in need of it.

- Managed kitchen processes, including building a cost analysis form for new items we wanted to add to the menu.
- Did Repair and maintenance on the building when necessary.
- Helped build and remodel the club before it was even open

Osuna's Mexican Grill

Cashier/Server March 2011 – January 2012

Manager January 2012 – August 2013

- Ensured 100% guest satisfaction by building rapport with guests as well as going above and beyond to make sure their experience in our restaurant was nothing short of fantastic.
- Was in charge of emailing and faxing any business related items.
- Trained all new cashiers coming in even before I was promoted to a management position.

Best Buy

Customer Assistant May 2007 – December 2008

- Had knowledge of all departments in the store to be able to help anyone in need.
- Went around the store looking for any customer in need of any type of assistance in whatever department they were in.
- Helped with overall customer satisfaction
- Trained all new associates that came into my department
- Trained all the associates in the store on you Protection Service Plan which brought our attachment rate from 10% to 30%

Education:

MT SAC (August 2017 – Current)

- General Education.
- Intro to Microcomputer applications.
- Built my skills in how to effectively use Microsoft Word 2007
- Programming with C++
- A+ Certification Course
- Intro to networking
- Cisco CCNA Networking
- HTML and CSS

Certifications:

- Microsoft 365 Administration
- Microsoft Active Directory Services with Windows Server

Skills:

- Networking
- Basic Programming
- Web Design
- Teaching others
- Customer Service

CAROL MARIN

Motivated, driven team leader who has the ability to build and work collaboratively in a strong team environment as well as independently. Multi task oriented and able to prioritize with effective time management. Ability to build community with Faculty, Students and Community Based Providers. Hard working and Dependable.

EXPERIENCE

FEBRUARY 2021 - PRESENT

STOP CONTRACT COMPLIANCE MANAGER, AMITY FOUNDATION

Monitor subcontracted program services and activities to ensure compliance with California Department of Corrections and Rehabilitation (CDCR) administrative and fiscal regulations in accordance with contract provisions. Develop network of subcontracted Community Based Providers (CBP's) and ensure the compliant operation of contracted and subcontracted facilities. Work with network of CBPs to establish ongoing quality assurance monitoring processes and reviews. Conduct Program Accountability Reviews (PAR) of subcontracted CBPs, and supervision implementation of corrective action plans to ensure high quality services for Specialized Treatment for Optimized Programming (STOP) participants. Provides guidance for senior management team on matters relating to contract compliance. Develop, initiate, maintain, and revise policies and procedures for the general operation of the Project at all levels. Responds to alleged violations of rules, regulations, policies, and standards of conduct by initiating investigative procedures. Reports on a regular basis, and as directed or requested to keep the STOP Project Director and senior management informed on the operation and progress of compliance efforts. Remain knowledgeable in the therapeutic and programmatic processes. Be able to define and identify program methodology, counseling modalities, program design needs, various facets of the program, and the principles and techniques of individual/small/large group counseling. Maintain collaborative relationships evidenced by effective communication with CDCR Program Analyst, CDCR liaisons, and subcontracted CBP programs.

OCTOBER 2020 – FEBRUARY 2021

LEAD PROBATION/RRHQ PLACEMENT SPECIALIST, AMITY FOUNDATION

Trained staff of the implementation of the new Probation contract and procedures. Developed and maintain collaborative relationships with State Parole, local Probation Departments and agencies. Receive probation referrals and place students in housing and or higher level of care services. Receive quarantine placement requests from CDCR, Probation and community based providers. Track and maintain quarantine testing and results log. Ensure that community base providers are providing services to students per subcontract agreement. Work closely with providers and follow up with quarantine students.

AUGUST 2019 – OCTOBER 2020

STOP ADVOCATE/PLACEMENT SPECIALIST, AMITY FOUNDATION

Met with students and assisted with referrals and services. Developed and created monthly action and goal plans. Organized and maintained files with biweekly case notes via electronic case management database, the Automated Reentry Management System (ARMS). Ensure that community base providers are providing services to student per subcontract agreement. Received placement referrals from local parole agencies and state prisons. Placed students in facilities where they would meet their needs. Maintained placement files. Assist with referrals and linkage to community resources.

OCTOBER 2014 – AUGUST 2019

ACCOUNTS PAYABLE SPECIALIST, TWIN MED

Responsible for entering vendor invoices, responsible for monitoring and maintaining quality assurance for vendors, 3 way matching, preparing payment and reconciling accounts. Handled vendor correspondence. Selected payments and discounts. Responsible for forecasting weekly payment budget.

JANUARY 2010 – AUGUST 2014

FRONT OFFICE COORDINATOR, BRAVO TRUCKING INC.

Responsible for supervision of clerical staff and coordinate deliveries between drivers and vendors. Initiate and maintained policies and procedures of operations. Responsible for maintaining driver logs. Receptionist and customer service. Provided general office support, filing, data entry, making copies, faxing and typing reports. Prepared payments and reconciled bank statements.

JANUARY 2006 – NOVEMBER 2009

ACCOUNTS PAYABLE, CUSTOM FOOD PRODUCTS LLC.

Responsible for inputting vendor invoices, 3 way matching, preparing payment and reconciling accounts. Assisted as the receptionist and answered multi line telephone. Responsible for month end and year end closing. Assisted Controller and Accounting Manager with special projects. Prepared 1099s.

EDUCATION

JUNE 1996

HIGH SCHOOL DIPLOMA, TEMPLE CITY HIGH SCHOOL

JANUARY 1997

GENERAL EDUCATION, PASADENA CITY COLLEGE

SKILLS

- Communication (written and oral)
- Reliable
- Organized
- Team Player
- Problem Solving
- Multi task
- Detailed
- Time Management
- MS Office Proficiency
- Ability to lead

ACTIVITIES

I would like to sit in more circles and learn more about my team members so that I can continue to help build stronger relationships within the Amity On Broadway Faculty. I also have a passion for helping people and assisting them with changing their lives, wherever that may take them.

Shonte Davis

Summary of Qualifications

I am a talented administrative professional with a background in accounting and finance. I have great knowledge of AR/AP, Microsoft Excel, QuickBooks and Sastrak software. I'm considered to be very organized and an independent worker with strong time-management skills and flexibility. I'm seeking a role of increased responsibility and authority.

EMPLOYMENT HISTORY

Budget Manager

2018-Current

Amity Foundation (STOP PROGRAM) - Los Angeles, CA

- Review, analyze and prepare a variety of financial statements and reports. Review bank reconciliations.
- Prepare, present and monitor monthly invoices on a daily basis. Supervise, assign, and review the work of Billing Assistant.
- Responsible for reviewing weekly accounts receivable and accounts payable.
- Coordinate with the Data Management department to ensure accuracy of subcontractor invoices and CDCR invoices using tool Sastrak software.
- Participated in the development of policies and procedures to ensure cost effective delivery of services.

Billing Coordinator

2016-2018

HealthRIGHT360 - Los Angeles, CA

- Review outgoing and incoming Community-Based Provider subcontractor client data and forms for accuracy and alignment.
- Receive client authorizations that need to be submitted by the provider and produce monthly invoices.
- Responsible for checking data with the supervisor prior to generating critical output and assuring confidentiality of all incoming and outgoing client data.
- Produce spreadsheets for monthly documentation submitted/needed and provide weekly verification of all documentation submitted.

Accounts Payable

2015-2015

Portofino Hotel and Marina – Redondo Beach, CA

- Input an average of 300 – 400 invoices on a weekly basis
- Coded and posted a variety of invoices to different departments
- Create and posted checks weekly
- Contact vendors to retrieve additional information, update current accounts and collect payments

Administrative Assistant/Accounting Clerk**2007-2015**

Wellington Signs – San Pedro, CA

- Addressed customer inquiries over the phone, resolving issues and providing product information.
 - Managed office supplies, vendors, organization and upkeep.
 - Handled heavy flow of paperwork and cooperated with the accounting departments on invoicing and shipping problems.
 - Generated invoices upon receipt of billing information and tracked collection progress.
 - Reconciled vendor statements and handled payment complaints or discrepancies
-

EDUCATION AND PROFESSIONAL DEVELOPMENT**Washington Preparatory High School**

High School Diploma

International Career Development Center CollegeMedical Assistant Certification

SPECIAL SKILLS

- **Self-Motivation**
- **Adaptability**
- **Communication**
- **Leadership**

References and recommendations attached for your convenience

C. Proposed Staffing Plan – Duty Statements

1. Project Manager
2. Training and Technical Assistance, Assistant Director
3. IT Manager
4. Data Entry Coordinator
5. Data Assurance
6. Data Clerk
7. Quality Assurance/ Contract Compliance Manager
8. Quality Assurance/ Contract Compliance
9. Budget Manager
10. Billing Assistant

POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Project Manager

REPORTS TO: Chief Operating Officers

STATUS: Exempt

POSITION SUMMARY

The Project Manager for the Third Party Administrator contract selects trains, and supervises all faculty in the development and implementation of the project. Represents Amity and works collaboratively with the County of Los Angeles as well as subrecipient Service Providers, maintaining positive relationships and effective communication with faculty, other agencies, departments, and community members.

STATEMENT OF DUTIES

- Participates in the planning, formulation and supervision of project goals and objectives, project budget, techniques and methods, faculty selection, training and development.
- Supervises preparation, submission, and presentation of all required reports.
- Provides guidance and oversees in the delivery of all aspects of services.
- Responsible for the daily supervision of services and faculty, and for overall administration, planning, and coordination of all community activities in the delivery of services.
- Ensures compliance with Amity policies and procedures, and applicable contract obligations.
- Attends and participate in Amity community building functions.
- Oversees the capabilities of the program, ensures that accommodations will be made to meet individual and/or special needs of subrecipient Service Providers.

MINIMUM QUALIFICATIONS

- Bachelor's degree in a behavioral health field and one year experience in Substance abuse or behavioral health treatment facility; **OR**
- High School diploma or equivalent G.E.D., and a combination of Behavioral health education and work experience totaling a minimum of four years; **And**

SKILLS and ABILITIES

- Ability to establish effective working relationships with staff, groups, agencies, officials, departments and boards;
- Ability to analyze and organize data and prepare recommendations and courses of action;

- Ability to interpret rules, regulations, guidelines and legislation as they pertain to financial or reporting responsibility;
- Ability to communicate verbally in a clear and concise manner to explain procedures to peers and subordinates;
- Ability to retain and recall information regarding accounting systems and reporting requirements;
- Ability to organize work to meet deadlines;
- Ability to maintain effective working relationships with multi-disciplinary team;
- Ability to work co-operatively with a multi-disciplinary team; and,
- Excellent interpersonal, written communications and typing skills.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to participants;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Participate in community building activities as appropriate to position; and,
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project, and all relevant policies and procedures.
- Participate in additional trainings as required

I understand the responsibilities as outlined in this position specification, which were discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Date: _____

Faculty Name _____ Faculty Signature _____

Supervisor Name _____ Supervisor Signature _____



POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Associate Project Manager/Training and Technical Assistance Coordinator

REPORTS TO: Project Manager

STATUS: Exempt

POSITION SUMMARY

The Associate Project Manager/Training and Technical Assistance Coordinator for the Third Party Administrator (TPA) assists with the selection and training and technical assistance for all TPA subrecipients and support of the Project Manager in all areas.

STATEMENT OF DUTIES

- Assists in the planning, formulation and supervision of project goals and objectives, project budget, techniques and methods, faculty selection, training and development, monitoring program effectiveness.
- Provides guidance and oversees in the delivery of all aspects of services.
- Responsible for the daily supervision of services and faculty, and for overall administration, planning, and coordination of all community activities in the delivery of services.
- Ensures compliance with Amity policies and procedures, and applicable contract obligations.
- Attends and participate in Amity community building functions.
- Assist with overseeing the capabilities of the program, ensures that accommodations will be made to meet individual and/or special needs of TPA subrecipient Service Providers.
- Assist with the organization, planning, and training for TPA subrecipients on a variety of topics, which may include contract compliance, fidelity to modality services, and/or assessment tools.
- Create and conduct effective training sessions.
- Prepare reports and maintain files on training programs and activities.
- Coordinate with professional staff or subject matter specialists to develop in-service training programs, identify training needs, structure content and sequence of training, and select relevant materials for training.
- Disseminate information on changes or updates to contract rules, regulations, policies & procedures that might impact program operations.
- Develop specialized training to meet the needs of TPA subrecipients.
- Additional duties as assigned.

MINIMUM QUALIFICATIONS

- Bachelor's degree in a behavioral health field and one year experience in Substance abuse or behavioral health treatment facility; **OR**
- High School diploma or equivalent G.E.D., and a combination of Behavioral health education and work experience totaling a minimum of four years; **And**

SKILLS and ABILITIES

- Ability to establish effective working relationships with staff, groups, agencies, officials, departments and boards;
- Ability to analyze and organize data and prepare recommendations and courses of action;
- Ability to interpret rules, regulations, guidelines and legislation as they pertain to financial or reporting responsibility;
- Ability to communicate verbally in a clear and concise manner to explain procedures to peers and subordinates;
- Ability to retain and recall information regarding accounting systems and reporting requirements;
- Ability to organize work to meet deadlines;
- Ability to maintain effective working relationships with multi-disciplinary team;
- Ability to work co-operatively with a multi-disciplinary team; and,
- Excellent interpersonal, written communications and typing skills.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to participants;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Participate in community building activities as appropriate to position; and,
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy

- Participate in in-service training regarding the background and purpose of the TPA Project, and all relevant policies and procedures.
- Participate in additional trainings as required

I understand the responsibilities as outlined in this position specification, which were discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Date: _____

Faculty Name _____ Faculty Signature _____

Supervisor Name _____ Supervisor Signature _____



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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: IT Manager

REPORTS TO: Project Manager

SUPERVISES: IT Support (where applicable)

STATUS: Full-Time/Exempt/Accrual Level FT2

POSITION SUMMARY

This position is responsible for technological system, including hardware, software, ancillary equipment, network, high-speed and virtual connections, and other communications technology. Directly responsible for maintenance, support, and tracking of equipment, system security, and system use relating to the Third Party Administrator Project.

STATEMENT OF DUTIES

Responsible for the following:

- Install and configure new computers and software; install network components.
- Maintain computer hardware. Upgrade and maintain all software packages and licenses.
- Manage and support electronic technology such as email accounts, remote meeting technology, and remote, offline access to messaging.
- Provide technical support help-desk for Amity's TPA Office.
- Troubleshoot hardware and software problems; correct or coordinate outside repair; work with a variety of vendors and repair specialists.
- Provide training programs for users on computer software and systems use.
- Support Data Management mission through development of customized forms and database or other tracking system for computer users.
- Provide technical support for LaunchPad software users.
- Develop IT tools and forms as necessary for position scope and mission.
- Perform or support systemized backups or critical machines. Verify backups and maintain archives of each backup event.
- Establish and maintain wide and local area networks, including their security, configuration, and accessibility.
- Manage phone resources for TPA Office, including office lines, high speed connections, and cellular phones.
- Establish and maintain an inventory of IT resources including computer, high-end ancillary equipment, software, and cellphones.

- Plan, coordinate, and implement agency information security approach. Manages and distributes passwords.
- Ensure data security as outlined in the County of Los Angeles Data Sharing Agreement, and fulfill duties and obligations with respect to the protection, use, and disclosure of protected health information.
- Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to County of Los Angeles.
- Maintain and enforce current security management policies and procedures to ensure secure transmission of data between TPA Placement office and contracted Service Providers (SPs).
- Maintain and enforce policies and guidelines for workstation use that maximize security of data.
- Ensure that technical and procedural best practices related to data security are upheld.
- Develop and maintain approval process to requisition software and hardware inventory.
- Employ industry best practices, both technically and procedurally, to protect Data from unauthorized physical and electronic access.
- As needed, participate in training provided by LaunchPad platform architect or Los Angeles County data unit.
- Additional duties as assigned.

STAFF SUPERVISION

- Supervises IT Support staff (where applicable);
- Assist the Project Manager in performance evaluations for IT and Data Support staff.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Associates degree in computer science **OR** a Microsoft Certified System Administrator Certificate (MCSA);
- Minimum of five (5) years of experience working on personal computers and associated hardware in stand-alone and networked environments.
- Experience in a supervisory role an asset.

CERTIFICATION

- No additional certification is required.

KNOWLEDGE

- Basic principles and methods of computer configuration and operation.
- Basic principles and methods of computer networking.
- Basic principles of computer science, computer peripherals and accessories, a variety of software programs.
- Awareness of office procedures, methods, and computer equipment.

SKILLS and ABILITIES

- Ability to assist in troubleshooting PC hardware and software problems;
- Ability to train computer users on computer software programs;
- Ability to work with minimal supervision;
- Demonstrated ability to monitor the performance of others; and
- Ability to clearly express concepts and direction, both orally and in writing, and to prepare complex reports, policies and procedures.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to subrecipients;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Demonstrate proper attitudes and techniques towards subordinate staff and Service Provider subrecipients; and,
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project, and all relevant policies and procedures.
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Data Entry Coordinator

REPORTS TO: Project Manager

SUPERVISES: Data Clerk
Data Assurance

STATUS: Full-Time/Exempt/Accrual Level FT2

POSITION SUMMARY

This position is responsible for evaluation of all data into the LaunchPad data management platform for the Third Party Administrator Project. This position routinely aggregates, reports, and exports data, and is the designated point of contact to address data quality and systems issues. This position is responsible for the operational aspects of tracking, entering, reconciling and billing data and the policies and procedures associated with these activities, and provides consolidated data to support programmatic reporting to the County.

STATEMENT OF DUTIES

Responsible for the following:

- Supervise, direct and monitor subordinate staff in all aspects of data entry, management, and security.
- Ensure data security as outlined in the County of Los Angeles Data Sharing Agreement, and fulfill duties and obligations with respect to the protection, use, and disclosure of protected health information (where applicable).
- Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained and submitted to the County of Los Angeles.
- Oversee daily data entry, ensuring that subordinate staff members are cross-trained to accommodate for staff absence.
- Verify data accuracy as input by the subrecipient Service Providers.
- Provides advanced technical support help-desk for Service Providers with respect to use of LaunchPad and data entry.
- Abide by policies and procedures outlining release of data, maintaining appropriate documentation of participant requests for information and signed Authorization for Release of Information (where applicable).
- Maintain an accurate Service Provider (SP) directory.
- Maintain and prepare regular Utilization and Progress Reports
- Utilize LaunchPad software system to track SP services.

- Ensure that technical and procedural best practices related to data security are upheld.
- Participate in training provided by Los Angeles County data unit (when applicable).
- Additional duties as assigned.

STAFF SUPERVISION

- Supervises Data Clerk and Data Assurance staff;
- Directly supervise, schedule and train subordinate staff;
- Assist the Program Manager in performance evaluations for Data Entry staff.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Possess a high school diploma or its equivalent.
- Experience in a supervisory role an asset.

CERTIFICATION

- No other certifications are required.

KNOWLEDGE

- Knowledge of contractual parameters of TPA project; and
- Operational knowledge of MS-Word, Excel, and Access.

SKILLS and ABILITIES

- Attention to detail, and ability to manage large amounts of data;
- Ability to integrate, disseminate, and implement data requirements, reporting timeframes and/or procedure changes as indicated by County of Los Angeles;
- Ability to effectively supervise and train a multi-disciplinary team; and,
- Excellent interpersonal, written communications and typing skills.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to participants;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Participate in community building activities as appropriate to position;
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project and all relevant policies and procedures.
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Data Assurance

REPORTS TO: Data Entry Coordinator

STATUS: Full-Time/Non-Exempt/Accrual Level FT1

POSITION SUMMARY

This position ensures the quality and accuracy of data in the LaunchPad platform and (where applicable) County of Los Angeles platform as related to the Third Party Administrator Project. This person is the designated point of contact to reconcile entered data and services provided, audit data for accuracy and reporting required by subrecipient contract. This position is responsible for the operational aspects of tracking and reconciling billing data and the policies and procedures associated with these activities.

STATEMENT OF DUTIES

Responsible for the following:

- Ensure data security as outlined in the County Data Sharing Agreement, and fulfill duties and obligations with respect to the protection, use, and disclosure of protected health information.
- Accurate and timely entry of subrecipient service data into County data platform.
- Implement and maintain policies and procedures to ensure the integrity, accuracy and security of all data maintained.
- Cross train with data entry staff to ensure daily data entry in the circumstance of staff absence.
- Verify data accuracy as input by the community-based providers.
- Provide technical support help-desk for Service Providers with respect to use of LaunchPad and data entry.
- Maintain an accurate subrecipient Service Provider (SP) directory.
- Maintain and prepare regular reports containing relevant service targets and disaggregated data.
- Ensure that technical and procedural best practices related to data security are upheld.
- Participate in training provided by Los Angeles County area data unit (when applicable).
- Additional duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Possess a high school diploma or its equivalent, Data entry experience is preferred.

KNOWLEDGE

- Understand contractual parameters of TPA project; and
- Operational knowledge of MS-Word, Excel, and Access.

SKILLS and ABILITIES

- Attention to detail, and ability to manage large amounts of data;
- Excellent interpersonal and communications skills.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to participants;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Participate in community building activities as appropriate to position;
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project and all relevant policies and procedures
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Data Clerk

REPORTS TO: IT Manager & Data Entry Coordinator

STATUS: Full-Time/Non-Exempt/Accrual Level FT1

POSITION SUMMARY

This position is entering data into the Amity LaunchPad platform and (where applicable) County Data Collection platform as related to the Third Party Administrator project. This position is responsible for the operational aspects of tracking and entering data following the policies and procedures associated with these activities.

STATEMENT OF DUTIES

Responsible for the following:

- Daily data entry pertaining to Amity database regarding subcontracted Service Provider data.
- Accurate and timely entry of data in to LaunchPad platform.
- Ensure data security as outlined in the County of Los Angeles Data Sharing Agreement, and fulfill duties and obligations with respect to the protection, use, and disclosure of protected health information.
- Adhere to policies and procedures that ensure the integrity, accuracy and security of all data maintained and submitted to County of Los Angeles.
- Abide by policies and procedures outlining collection or release of data
- Ensure that technical and procedural best practices related to data security are upheld.
- Participate in training(s) provided by County of Los Angeles data unit.
- Additional duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Possess a high school diploma or its equivalent
- Data entry experience preferred
- Proficient in PC, including experience with Word, Excel, Power Point, and Outlook.

CERTIFICATION

- No other certification is required.

SKILLS and ABILITIES

- Reliable individual who can be counted on to complete assignments.
- Demonstrates compliance with all company policies and procedures.
- Experience using Microsoft office including word and excel for the use of creation of data spreadsheets.
- Strong Data Entry and assurance skills set.
- Bilingual, fluent Spanish/English oral and written skills highly desirable.
- Ability to read and compare information in reports, memos, lists and forms;
- Ability to remain flexible to changes in workloads and stress of meeting deadlines;
- Ability to follow verbal and written instructions; and,
- Excellent interpersonal and communications skills.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project, and all relevant policies and procedures.
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Quality Assurance / Contract Compliance Manager

REPORTS TO: Project Manager

SUPERVISES: Quality Assurance / Contract Compliance personnel
Subrecipient Service Providers

STATUS: Full-Time/Exempt/Accrual Level FT2

POSITION SUMMARY

The Quality Assurance / Contract Compliance Manager for the Third Party Administrator project develops and oversees a network of community-based organizations and non-profits as subrecipient Service Providers for Care First, Community Investment Funds. This position audits fidelity to awarded subcontracts, service quantity and quality, licensure, certification, physical facility conditions, staff qualifications, and staff-to-client ratios as specified in individual subcontracts. This position collaborates with the Project Manager and Budget Manager to establish contracts with CBPs and optimize the utilization of CFCI and non-CFCI funds, and comply with funding parameters.

STATEMENT OF DUTIES

Responsibilities include, but are not limited to:

- Monitor subcontracted Service Providers and activities to ensure compliance with administrative and fiscal regulations in accordance with contract provisions.
- Develop network of subcontracted Service Providers (SP).
- Ensure diverse representation of organizations across Los Angeles County that experience barriers to access for traditional County funding.
- Ensure that services and/or direct community investments are equitably provided within the County of Los Angeles, with an emphasis on significantly underserved communities.
- Utilize Justice Equity needs Index (JENI) or other appropriate data or index to ensure that service locations are aligned with underserved communities and catchment areas identified by the County and informed by the CFCI Advisory Committee and community stakeholders.
- Participate in the development and issuance of grants or service contracts in accordance with Exhibit 1, Administered Programs of the TPA project.
- Work with network of CBPs to establish ongoing quality assurance monitoring processes and reviews.
- Conduct Program Accountability Reviews (PAR) of subcontracted Service Providers, and supervision implementation of corrective action plans to ensure high quality services are

provided under CFCI and non-CFCI funding.

- Provide guidance for senior management team on matters relating to contract compliance.
- Develop, initiate, maintain, and revise policies and procedures for the general operation of the compliance program.
- Respond to alleged violations of rules, regulations, policies, and standards of conduct by initiating investigative procedures.
- Reports on a regular basis, and as directed or requested to keep the TPA Project Manager and senior management informed on the operation and progress of compliance efforts.
- Maintain collaborative relationships evidenced by effective communication with County representatives and subrecipient Service Provider organizations.
- Additional duties as assigned.

SUPERVISION

- Oversees compliance of all Service Providers under subcontracts in TPA Project.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Four (4) year degree in Social Sciences or related fields **AND** two (2) years of full-time administrative experience working in a substance abuse program with criminal justice offenders
OR
A Masters Degree in the Social Sciences or related fields **AND** at least one (1) year of administrative experience working in a substance abuse program with criminal justice offenders
- Additional experience may be substituted for education on a year for year basis, or possess six (6) cumulative years of full-time administrative experience with a criminal justice population.

KNOWLEDGE

- Understand an array of treatment models available to participants, and maintain a current awareness of parameters and specifications of each treatment modality;
- Knowledge of project management, including contract management;
- Knowledge of contracting process and associated local, state, federal and other regulations;
- Knowledge of management practices and principles;

SKILLS and ABILITIES

- Excellent interpersonal and communications skills and the ability to work effectively with a wide range of constituencies in the community and within the organization;

- Ability to integrate budgetary and service utilization data, to forecast expenditures, and respond to ensure both effective provider utilization and budget compliance;
- Ability to multi-task, identify problems, provide recommendations to management teams, and implement any applicable systems;
- Ability to integrate and align subcontractor interests and funding limitations;
- Ability to work constructively with diverse people and with parties that may have divergent perspectives and interests; and,
- Ability to clearly express concepts and direction, both orally and in writing, and to prepare complex reports, policies, and procedures.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to ensure optimal services are provided under TPA project;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations; and
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project and all relevant policies and procedures.
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Quality Assurance / Contract Compliance

REPORTS TO: Quality Assurance / Contract Compliance Manager

SUPERVISES: Subrecipient Service Providers

STATUS: Full-Time/Exempt/Accrual Level FT2

POSITION SUMMARY

The Quality Assurance / Contract Compliance position for the Third Party Administrator project supports and monitors a network of community-based organizations and non-profits as subrecipient Service Providers for Care First, Community Investment Funds. This position audits fidelity to awarded subcontracts, service quantity and quality, licensure, certification, physical facility conditions, staff qualifications, and staff-to-client ratios as specified in individual subcontracts.

STATEMENT OF DUTIES

Responsibilities include, but are not limited to:

- Monitor subcontracted Service Providers and activities to ensure compliance with administrative and fiscal regulations in accordance with contract provisions.
- Liaise and provide direct support to network of subcontracted Service Providers (SP).
- Provide on-the-ground evaluation and responsive support to a diverse representation of organizations across Los Angeles County that experience barriers to access for traditional County funding.
- Participate in the development and issuance of grants or service contracts in accordance with Exhibit 1, Administered Programs of the TPA project.
- Work with network of CBPs to establish ongoing quality assurance monitoring processes and reviews.
- Conduct Program Accountability Reviews (PAR) of subcontracted Service Providers, and supervision implementation of corrective action plans to ensure high quality services are provided under CFCI and non-CFCI funding.
- Participate in work groups and departmental communication to inform senior management team on matters relating to contract compliance.
- Develop, initiate, maintain, and revise policies and procedures for the general operation of the compliance program for individual Service Provider organizations (as needed).
- Respond to alleged violations of rules, regulations, policies, and standards of conduct by initiating investigative procedures.
- Reports on a regular basis, and as directed or requested to keep the QA/Contract

Compliance Manager and senior management informed on the operation and progress of compliance efforts.

- Maintain positive collaborative relationships with subrecipient Service Provider organizations.
- Additional duties as assigned.

SUPERVISION

- Oversees compliance of Service Providers under subcontracts in TPA Project.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Four (4) year degree in Social Sciences or related fields **AND** two (2) years of full-time administrative experience working in a substance abuse program with criminal justice offenders

OR

A Masters Degree in the Social Sciences or related fields **AND** at least one (1) year of administrative experience working in a substance abuse program with criminal justice offenders

- Additional experience may be substituted for education on a year for year basis, or possess six (6) cumulative years of full-time administrative experience with a criminal justice population.

KNOWLEDGE

- Knowledge of contract parameters, objectives, milestones and other deliverables for individual Service Providers;
- Knowledge of contracting process and associated local, state, federal and other regulations;

SKILLS and ABILITIES

- Excellent interpersonal and communications skills and the ability to work effectively with a wide range of constituencies in the community and within the organization;
- Ability to integrate budgetary and service utilization data, to forecast expenditures, and respond to ensure both effective provider utilization and budget compliance;
- Ability to multi-task, identify problems, provide recommendations to management teams, and implement any applicable systems;
- Ability to integrate and align subcontractor interests and funding limitations;
- Ability to work constructively with diverse people and with parties that may have divergent perspectives and interests; and,
- Ability to clearly express concepts and direction, both orally and in writing, and to prepare complex reports, policies, and procedures.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to ensure optimal services are provided under TPA project;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations; and
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project and all relevant policies and procedures.
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



Amity Foundation

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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Budget Manager

REPORTS TO: Project Manager and Senior Director of Finance

SUPERVISES: Billing Assistant

STATUS: Full-Time/Exempt/Accrual Level FT3

POSITION SUMMARY

The Budget Manager is responsible the preparation and implementation of accounting procedures and fiscal data. This position is responsible for accurate and timely monthly invoicing of the County of Los Angeles and payment of all subcontractors, and oversees the financial aspects of contract compliance of the Third Party Administrator project, and works collaboratively with other administrative positions to align subcontractor utilization and budget compliance.

STATEMENT OF DUTIES

Responsible for the following:

- Effectively record, analyze and report on all daily fiscal matters.
- Supervise, direct and monitor accounting staff in all aspects fiscal processes.
- Prepare, present and monitor the daily financial activities of the TPA Project office.
- Assist in the development and implementation of policies and procedures for budgetary management of receivables and payables.
- Assign, review and monitor the work of Billing Assistant.
- Liaise with other departments within the TPA Office and with outside agencies (Amity CFO, County of Los Angeles) regarding funding and fiscally related functions.
- Research and report on any new developments that may or would impact funding, operational processes, or service delivery systems.
- Participate in the development of policies and procedures to ensure cost effective delivery of services.
- Review, analyze and prepare a variety of financial statements and reports. Review all bank reconciliations and fixed asset lists.
- Weekly review of accounts receivable and accounts payable.
- Prepare clear and concise budgets, reports, and correspondence.
- Ensure accuracy and sign all checks written.
- Coordinate with Data Management department to ensure accuracy of subcontractor invoices and subsequently County of Los Angeles TPA invoices using appropriate software and

platforms.

- Ensure compliance with internal financial policies and procedures, federal, state and local regulations, and contractual agreements.
- Comply with information requests from the County including, but not limited to, audits.
- Additional duties as assigned.

STAFF SUPERVISION

- Supervise, schedule, and train accounting staff, providing responsible and technical staff assistance;
- Assist the Project Manager in performance evaluations for subordinate staff.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Bachelor's degree in Accounting or strongly related field or a minimum of five (5) continuous years of experience as a Controller.
- Experience in a supervisory role an asset.
- Experience in project management, including contract management.

CERTIFICATION

- Certified Public Accountant certification is desired.

KNOWLEDGE

- Knowledge of principles and practices of finance;
- Knowledge of governmental accounting, auditing and budgeting to assist in preparing reports and financial statements;
- Knowledge of cost accounting principles and practices to properly determine and allocate costs; and,
- Operational knowledge of MS-Word, Excel, and computerized information systems used in financial and/or applications.

SKILLS and ABILITIES

- Ability to establish effective working relationships with staff, groups, agencies, officials, departments and boards;
- Ability to analyze and organize data and prepare recommendations and courses of action;
- Ability to interpret rules, regulations, guidelines and legislation as they pertain to financial or reporting responsibility;
- Ability to communicate verbally in a clear and concise manner to explain procedures to peers and subordinates;
- Ability to retain and recall information regarding accounting systems and reporting

requirements;

- Ability to organize work to meet deadlines;
- Ability to maintain effective working relationships with multi-disciplinary team;
- Ability to work co-operatively with a multi-disciplinary team; and,
- Excellent interpersonal, written communications and typing skills.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to participants;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Participate in community building activities as appropriate to position; and,
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)
 - Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project, and all relevant policies and procedures.
- Participate in additional trainings as required.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____



Amity Foundation

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POSITION SPECIFICATION / DUTY STATEMENT

TITLE: Billing Assistant

REPORTS TO: Budget Manager

STATUS: Full-Time/Non-Exempt/Accrual Level FT2

POSITION SUMMARY

The Billing Assistant supports the Budget Manager in the fiscal processes of Third Party Administrator (TPA) Project. This position assists in the accurate and timely invoicing of County of Los Angeles and payment of all subcontractors and performs varied clerical bookkeeping work in maintaining financial records, preparing reports and invoices.

STATEMENT OF DUTIES

Responsible for the following:

- Maintain a variety of financial records.
- Receipt and recording of cash assets.
- Input and processing for payment of all accounts payable.
- Interacting with creditors when necessary.
- Post expenditures, receipts or other data to appropriate accounts.
- Check and verify expenses on a variety of bills.
- Review, verify, or compare information on different reports, invoices and forms.
- Analyze and reconcile financial accounts and records.
- Research and collect information to support fiscal activities.
- Utilize appropriate software application for billing/invoice preparation.
- Prepare financial documents for payment.
- Record information legibly and with technical accuracy.
- Additional duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION and/or EXPERIENCE

- Possess a high school diploma or its equivalent **AND** a minimum of one (1) year of experience of general clerical bookkeeping experience, **OR**
- Completion of bookkeeper program or bookkeeping-office support program from an accredited business/community college or adult school would be preferred.

CERTIFICATION

- No other certification is required.

KNOWLEDGE

- Knowledge of basic bookkeeping procedures;
- Knowledge of procedures to receive and disburse funds;
- Knowledge of numerical and alphabetical filing systems;
- Operational knowledge of various types of office equipment;
- Operational knowledge of MS-Word, Excel, and bookkeeping software (QuickBooks).

SKILLS and ABILITIES

- Ability to accurately post figures to various ledgers, documents and records;
- Ability to proofread for errors in numbers, grammar and spelling;
- Ability to read and compare information in reports, memos, lists and forms;
- Ability to remain flexible to changes in workloads and stress of meeting deadlines;
- Ability to follow verbal and written instructions;
- Possess organizational skills, and ability to manage large amounts of data; and,
- Excellent interpersonal and communications skills.

PROFESSIONAL and ETHICAL RESPONSIBILITIES

- Ensure that excellence and integrity are applied to professional responsibilities in order to provide optimal services to participants;
- Understand and appropriately apply Amity policies and procedures, and adhere to agency-wide practices and regulations;
- Participate in community building activities as appropriate to position;
- Protect program participants' health, safety, welfare, and confidentiality of records and participant information; and,
- Model professionalism, effective work habits and responsible living.

TRAINING and CONTINUING EDUCATION

- Within 90 days of hire, personnel file shall document evidence of participation in the following trainings (as relevant to TPA contract):
 - Employee Orientation
 - CPR Certification, First Aid Certification and an annual Tuberculosis (TB) test
 - Sexual Harassment Prevention
 - Emergency Procedures
 - Confidentiality (Title 42 Code of Federal Regulations (CFR) Part 2)

- Health Insurance Portability Accountability Act (Title 45 CFR Part 164)
 - Signed acknowledgement of Drug Free Workplace policy
- Participate in in-service training regarding the background and purpose of the TPA Project, and all relevant policies and procedures.
- Participate in other training as assigned.

I understand the responsibilities as outlined in this job description, which was discussed with my supervisor. I further realize that this is not an employment contract and may be subject to revision.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

3.6 CLIENT LIST

Third Party Administrator
RFSI CFCI-21-05 TPA

Epidaurus DBA Amity Foundation

3.6 Client List

Attach a list of entities to whom your organization has provided TPA Services. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and experience working with Service Providers, the dollar amount of funding administered for each entity, and number of subrecipients managed.

Client 1:	California Department of Corrections & Rehabilitation (CDCR)	Term:	07/18 - present																										
Project Title:	Specialized Treatment for Optimized Programming (STOP) Area 5 (LA County)	Experience:	3y 7m																										
Contract: (dates)	C5608106 07/18 - 06/23	Max Amount:	\$ 77,819,721.55																										
<table> <tr> <th colspan="2">Term</th><th rowspan="2"># of Service Providers</th><th rowspan="2">Funds Administered</th></tr> <tr> <th>Start</th><th>End</th></tr> <tr> <td>07/01/18</td><td>06/30/19</td><td>40</td><td>19,581,965.00</td></tr> <tr> <td>07/01/19</td><td>06/30/20</td><td>36</td><td>19,221,293.55</td></tr> <tr> <td>07/01/20</td><td>06/30/21</td><td>42</td><td>24,484,295.50</td></tr> <tr> <td>07/01/21</td><td>present</td><td>40</td><td>11,205,752.05</td></tr> <tr> <td colspan="3">Total Funds Administered July 1, 2018 to present:</td><td>74,493,306.10</td></tr> </table> <p>Experience working with Service Providers:</p> <p>Awarded in 2018, Amity provides transportation coordination, placement, and case management to individuals per year who are returning to L.A. County following release from a state prison. Number of Service Providers per fiscal year are 40 (FY18/19), 36 (FY19/20), 42 (FY20/21), 40 (FY21/22).</p>				Term		# of Service Providers	Funds Administered	Start	End	07/01/18	06/30/19	40	19,581,965.00	07/01/19	06/30/20	36	19,221,293.55	07/01/20	06/30/21	42	24,484,295.50	07/01/21	present	40	11,205,752.05	Total Funds Administered July 1, 2018 to present:			74,493,306.10
Term		# of Service Providers	Funds Administered																										
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07/01/21	present	40	11,205,752.05																										
Total Funds Administered July 1, 2018 to present:			74,493,306.10																										

Client 2:	California Department of Corrections & Rehabilitation (CDCR) / Philanthropic Partners	Term:	07/20 - present
Project Title:	Returning Home Well (RHW)	Experience:	1y 7m
Contract: (dates)	Multiple Contracts 07/20 - ongoing (Governor added 3 more years)	Max funds administered	\$ 15,000,000.00

Term Start	End	# of Service Providers	Funds Administered
07/01/20	06/30/21	8	6,690,689.04
07/01/21	present	8	1,414,462.66
Total Funds Administered July 1, 2020 to present:			8,105,151.70

Experience working with Service Providers:

In 2020, Amity was tapped to serve as the lead agency for the RHW initiative, a public/private initiative to reduce COVID transmission by expediting early releases from California prisons. By partnering with 8 key stakeholders (including STOP networks, community based organizations and direct service providers). Amity facilitated expanded capacity from 1,850 daily service population to 3,077. Amity administered the philanthropic portion of the RHW initiative, and BSCC administered the state matched funds of \$15 million for a total of \$30 million project.

Client 3:	Board of State and Community Corrections (BSCC)	Term:	08/19 - present
Project Title:	Adult Reentry Grant (ARG) - Rental Assistance	Experience:	2y 5m
Contract: (dates)	BSCC418-19 08/19 - 2/23	Max Amount:	\$ 2,999,976.00

Term Start	End	# of Service Providers	Funds Administered
08/01/19	06/30/20	19	129,198.86
07/01/20	06/30/21	66	630,312.43
07/01/21	present	78	458,870.71
Total Funds Administered August 1, 2019 to present:			1,218,382.00

Experience working with Service Providers:

Amity provides Housing Navigation services to formerly incarcerated individuals who have served life-terms in prison, elderly, or highly vulnerable to homelessness. Amity administers grant funds directly to Service Providers in the form of rental assistance. Amity has expanded its Service Provider partnerships from 19 in year 1 to 78 in the current fiscal year.

REVIEW ASSESSMENT METHODOLOGY:

Each Selection Criteria will have an assessment Measure of Highly Appropriate, Appropriate, or Not Appropriate. **Reviewers shall compare all Responses when selecting an assessment Measure for each selection criteria.**

Highly Appropriate

This would apply when the Response clearly presents more information than what is required in the RFSI **AND** indicates a higher level of appropriateness in comparison to the other Responses. Based on the scope and depth of information provided in the Response, this category would be reflective of a “value added” Response.

Appropriate

This would apply when the Response presents enough information to ascertain appropriateness and compliance with the requirement of the RFSI - no more and no less.

Not Appropriate

This would apply in the following situations:

- 1) There is questionable appropriateness or compliance or the discussion of the RFSI requirement is brief or merely an affirmation/attestation that the Respondent will comply with the RFSI requirements; or
- 2) The Response does not address or acknowledge a certain RFSI requirement; or
- 3) The Response indicates an inappropriate or different Response to what is being asked for in the RFSI.

STATEMENT OF INTEREST RESPONSE TO REQUESTED INFORMATION**1.0 INSTRUCTIONS**

Provide your organization's complete responses in the following text entry fields below.

2.0 RESPONDENT CONTACT

Respondent shall identify a primary point of contact as part of its Response as follows:

Organization Name: Epidaurus DBA Amity Foundation

Headquarters

Address: 3365 South Grand Avenue, Suite 290

Los Angeles, CA 90007

Organization

Website: www.amityfdn.org

Principal Point of Contact:

Name: Doug Bond

Title: Chief Executive Officer

Mailing Address: 2202 South Figueroa #717

Los Angeles, CA 90007

Email Address: dbond@amityfdn.org

Phone Number: ██████████

3.0 RESPONSE QUESTIONS**3.1 Minimum Requirements**

- A. Provide a narrative that demonstrates your organization, as the sole respondent, meets the following minimum requirement:

At least three (3) years of Third Party Administrative (TPA) experience as a fiscal intermediary administering and distributing at least \$10 million annually among multiple subrecipients including to Community-Based Organizations and/or nonprofits (hereinafter referred to as “Service Providers”); with processes in place to conduct administrative, program oversight, and monitoring of subrecipients funding to Service Providers and to provide technical assistance to Service Providers in order to meet the requirements to obtain grants and/or contracts with public and/or private organizations.

(General narrative here, client list requested in Section 3.6).

Narrative:

Epidaurus DBA Amity Foundation (Amity) has at least three years of Third Party Administrative experience as a fiscal intermediary administering and distributing at least \$10 million annually among multiple subrecipients/service providers including to Community-Based Organizations and/or nonprofits. This experience includes the following recent contracts:

Specialized Treatment for Optimized Programming (STOP) for Region 5 (Los Angeles County), July 2018 – Present (3 years 7+ months)

STOP is a contract funded out the California Department of Corrections and Rehabilitation (CDCR) to administer comprehensive services to the parole and probation population during their transition into the community to support a successful reentry. Amity currently administers \$24 million per year to 40 subcontracts across 101 locations to community-based subrecipients (community-based organizations and nonprofits) across varying modalities and services including Detoxification Services, Residential Treatment Services, Female Offender Treatment and Employment Program, (FOTEP), Outpatient services, and Reentry and Recovery Housing (formerly known as Sober Living and/or Transitional Housing) along with enhanced academic and vocational programs, substance use disorder treatment, and pre-employment transitional services. Amity provides all programmatic and administrative oversight with quarterly audits of program services, and ensures that monthly data is uploaded into the Automated Reentry Management System (ARMS), for CDCR to trigger payment. Amity has also provided technical assistance to service providers to meet contractual requirements to maintain STOP funding, as well as support for other funding as needed.

Rental Assistance Funds through the Board of State and Community Corrections (BSCC) Adult Reentry Grant (ARG) August 2019 – Present

(ends Feb 2023) 2 years 5+ months

In addition to providing direct and comprehensive Housing Navigation services to individuals formerly incarcerated in state prison, specifically those who have served long terms (including life terms) in prison--an elderly, highly vulnerable to homelessness population, Amity acts as a fiscal intermediary, channeling rental subsidies directly to screened and approved subcontracted landlords. Amity provides at least 200 individuals with rental subsidies prevention level funding to cover 12 months of assistance. Amity currently administers and directly pays out approximately \$1million in annual funding to 78 third parties (landlord service providers) across Los Angeles County. Amity also provides technical assistance to current and potential landlords seeking to provide temporary housing through our project, as well as linkages to other funding sources that would assist individuals in paying rent.

Returning Home Well (RHW) – July 2020 – Present and ongoing (1 year 7+ months)

Governor Gavin Newsom of California tapped Amity Foundation in 2020 to serve as lead agency for the Returning Home Well initiative, a \$30+ million statewide public-private effort to reduce COVID-19 transmission by expediting early releases from California's overcrowded prisons. California prisons are overcrowded at 107% capacity; 52% of people incarcerated have tested positive for COVID-19. As lead agency, Amity oversees eight (8) subcontracts statewide and has coordinated with the California Department of Corrections and Rehabilitation's (CDCR) Division of Rehabilitative Programs (DRP) and a network of 200+ community-based service providers to offer quarantine, treatment-based and transitional housing, wrap-around services, and financial assistance to those released. Numerous California-based and national organizations supported this effort. As of August 2021, under RHW 14,800 individuals have been released; 13,817 received substance use disorder treatment and housing; 5,021 received re-entry housing; and 5,701 received financial assistance. The Returning Home Well initiative is currently being evaluated as a potential national model for reducing mass incarceration and providing quality reentry services. (Tiana Herring and Maanas Sharma, "States of Emergency: The Failure of Prison System Responses to COVID-19" and "California Profile", Prison Policy Initiative, September 2021. Peter Wagner, "Large Scale Releases & Public Safety", Prison Policy Initiative, April 2020).

Amity served as the fiscal intermediary for the philanthropic portion of this state-wide effort, directly distributing over \$8 million to Service Providers over the course of the initiative. This has included the 6

Regional STOP subcontractors (a network comprised of 62 Region 1; 55 Region 2; 61 Region 3; 120 Region 4; 111 Region 5; 59 Region 6 for a total of 468 total subrecipients), and 5 additional statewide organizations providing transportation, reentry stipend distribution, healthcare, food assistance, and quarantine housing. The Governor recently announced a proposed allocation of \$10.5million per year for three years to the state budget for RHW, attesting to the need, value, and overall success of the project.

B. If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- ☒ Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
- ☐ Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.
- ☐ Not applicable

3.2 Background and Experience

A. Describe your organization's TPA experience working with Service Providers as subrecipients to support outreach, education, engagement, communication, health systems and social service navigation, and/or other client support initiatives.

Narrative:

Amity has extremely strong and diverse TPA experience working with Service Providers and nonprofits as subrecipients to support outreach, education, engagement, communication, health systems and social service navigation and/or other client support initiatives.

Amity provides quarterly technical assistance, information sharing, and resource sharing to all of its service providers under its Specialized Treatment for Optimized Programming (STOP) contract that provides

coordination and contracting with 40 Los Angeles County Community-based providers at 100+ physical locations for substance abuse treatment services and housing for parolees. In Los Angeles County, Amity supports outreach, education, engagement, communication, health systems and social services navigation and other client support initiatives in the following ways:

Amity STOP distributes information regarding continuing education, capacity building initiatives and funding, and offers a forum through the Los Angeles Reentry Roundtable, to facilitate communication and networking opportunities among providers, information on new services available in the community and a wealth of information on healthcare systems, social service navigation and more. Information is also sent individually as needed to all of its subrecipients via email or provided during in-person site visits.

Amity Employment Services department helps connect subcontractors with workforce centers, provides job distribution lists, provides resources on housing and education and employment and Choices system training, which provides a one stop, comprehensive collection of content and tools for Workforce/One Stop Agencies and includes a menu of assessments with Interest Profiler and the Career Cluster Survey, Basic Skills Survey, Work Values Sorter and the Ability Profiler. The assessment holds a database of over 1,800 careers along with a comprehensive Career Readiness section that includes a resume builder, library of articles about job hunting, apprenticeships, career planning and surviving in the Workplace, National and Texas Job Bank which updated daily, as well as practice job interview questions.

Amity STOP works with the Los Angeles Regional Reentry Partnership (LARRP) a grassroots coalition of 400+ reentry organizations in LA County to provide targeted, individualized technical assistance to match needs to funding opportunities, increase capacity through training and systems, disseminate policy information that may impact services, assist with accessing Drug Medi-Cal and other health services such as medically assisted treatment, work with insurance providers, enroll in SSI, housing access, and deliver LGBTQ and cultural sensitivity trainings.

Through Amity's Rental Assistance Project through its Adult Reentry Grant (ARG), Amity has worked with landlords to support the clients through technical assistance around areas such as eviction prevention; temporary leases during the COVID-19 pandemic; and issues around the harm reduction model specific to this project. Amity also provides landlords with information regarding utilities assistance, repair assistance, and other landlord/tenant support and issues as information becomes available.

Through Returning Home Well, Amity leveraged the STOP statewide

network of community-based providers, engaging in emergency training to ensure that providers statewide were able to quickly add to their networks to provide critical reentry housing and services. Amity provided technical assistance regarding the distribution of reentry stipends, transportation coordination from any prison to anywhere in the state, accessing the community transitions network, emergency quarantine housing and food delivery, billing assistance due to the unique nature of the project; and operational technical assistance ramping up quickly to meet this emergency initiative.

Since 1999, eligibility and funding for the STOP network of services was limited to individuals reentering the community who were under parole supervision. Amity led the fundamental policy shift to include individuals on Post Release Community Supervision (PRCS) county probation as well. To accomplish this integration required comprehensive coordination, technical assistance, and systems development with each of the statewide network of 58 probation departments to access, refer, and monitor probationers enrolled in RHW-STOP services.

- B. Describe your organization's mission statement and any experience your organization has working on TPA projects that connect to issues of inequities in low-income and historically underserved communities.

Narrative:

Amity's Mission: Amity Foundation is dedicated to the inclusion and habilitation of people marginalized by addiction, trauma, criminality, incarceration, poverty, racism, sexism, homelessness, and violence. We strive to improve health and promote environmental, social, and economic justice. Amity is committed to research, development, implementation, and dissemination of information regarding community building.

Historically, Amity has provided an array of quality services to the criminal justice population in California since 1990—31 years and in Arizona since 1981—40 years. Amity has long been committed to diversity, equity, and inclusion, which aligns with the principles adopted by Los Angeles County. Amity service clientele are disproportionately the hardest to reach individuals in our service areas. The criminal justice population, is uniformly considered to be low-income and historically underserved. The population reentering the community from jail or prison faces significant hurdles, including (but not limited to) social stigmatization and systemic barriers that limit access to fundamental human necessities. These barriers to successful reentry may include limitations to housing due to landlord unwillingness rent to individuals with a criminal record; numerous barriers to employment such as the need for educational credentials,

transportation, work-related clothing and tools, record expungement, physical/health issues, technological challenges, and child support payments. The urgency to earn funds to survive often precludes educational engagement, and other prosocial activities may be undermined by addiction issues; social integration and mental health issues that were exacerbated by isolation and dehumanizing experiences faced in prison; and many more. Successful reentry for the criminal justice population is impeded by a deficit of social, emotional and financial capital, which are mitigated and addressed during a STOP placement and services. Amity has long been considered an expert in this area and takes pride in its workforce that strongly represents the history of the individuals it serves. The lived experience of Amity faculty creates some measure of empathy and esteem for the work of the community based organizations that will provide services under CFCI funds.

- C. Describe your organization's experience generating solicitations and subrecipient processes that promote diversity and equity for small scale community-based projects.

Narrative:

Amity's experience generating solicitations and subrecipient processes that promote diversity and equity for small scale community-based projects is well-documented through the diversity of organizational capacities within the Specialized Treatment for Optimized Programming (STOP) subcontractor network over the last 3+. Provider organizations range from small (house manager with 1 staff and 1 location) to large (hundreds of staff with multiple locations) within Los Angeles County. Amity conducted an evaluative process where providers were required to provide Amity with documentation of their organizational profile, which included W-9s, organizational charts, data sharing agreements, business licenses, insurance capacity, fire clearances, and administrative capacity. This evaluative process was designed to ensure representation of a range of organizational capacity, and also to ascertain where technical and training resources should be targeted. Amity's approach is to ensure that service locations represent a diverse geographic distribution and meet the needs of underserved communities such as those listed in the Justice Equity Needs Index (JENI) and countywide equity principles as defined by the Anti-Racism, Diversity and Inclusion Initiative.

Through the Rental Assistance, Adult Reentry Grant Amity staff conducted widespread housing provider searches and outreach based on word of mouth from landlords, connections through our community-based provider relationships, our STOP provider network, and outreach to rental agencies and property managers.

Finally, Amity is a lead agency of the Alternatives to Incarceration (ATI) Incubation Academy administered through the Local Initiatives Support Corporation (LISC) that provides cohort-based mentorship for small organizations for 12 weeks that includes training followed by mentorship including the creation and documentation of protocols and procedures based on best practices, which will build the capacity of emerging smaller community-based non-profit organizations. The purpose is to create an array of opportunities to off-ramp individuals touching the criminal justice system and provide alternatives to incarceration for individuals residing in communities with the greatest needs. Amity currently mentors 3 organizations now but will ultimately expand to 18. While Amity does not administer any funds or generate solicitations for this project, this mentoring experience with small scale organizations informs what specific activities and services we would expect of our subcontractors to build capacity in smaller organizations. Our participation with ATI Incubation Academy reflects our ongoing commitment to advance, support, and contribute to the development of overall capacity of small-scale organizations across our geographic area. We understand that trajectory of this legislation will shift responsibility from the traditional incarceration rehabilitative settings towards a community-based sector to provide these rehabilitative services. As we expand the depth of community-based organizations we are being responsive to this policy agenda.

- D. Describe your organization's experience providing programmatic support, technical assistance, coordination, and monitoring of various types of subrecipients.

Narrative:

Through Amity's STOP contract, Amity provides quarterly technical assistance to its service providers. Topics include emerging programmatic and administrative issues in the field such as how to manage COVID-19 protocols; newly emerging testing and vaccination sites for the reentry and homeless population; best practices to address opioid use; data entry technical assistance to ensure proper reflection of services and therefore appropriate payment; information on new services available in the community and a wealth of information on healthcare systems, social service navigation and more.

Amity also provides employment services development training to its community-based providers teaching them how to conduct ongoing research in order to develop relationships with area employers, industry needs assessments (INA) to evaluate specific industry needs in our territory, participant skills evaluation and linkages to training opportunities, relationship-building with employers, and monitoring and

evaluation of these efforts. In addition, the newly developed AmityWorks programming is connecting Amity students and participants in the various networks with city and county workforce services, certification training and placement. Where possible, Amity students are co-enrolled in Workforce Innovation and Opportunity Act (WIOA) programs, union pre-apprenticeship programs, and subsidized workforce programs.

STOP provides mandatory monthly provider meetings to answer questions and quarterly trainings (data changes and policy changes, billing and invoicing, COVID-19, contract compliance issues). These meetings also create a substrate that enhances community group interaction, community-building, mentoring and collaboration between all organizations, and encourages further dialogue.

Amity also has an organizational infrastructure to secure and pass on significant in-kind donations to its STOP subcontractors in the form of food, clothing, hygiene products, Personal Protective Equipment. In 2021 Amity provided in-kind valued at \$340+K. In addition, Amity provides one-on-one technical assistance and coaching by each Contract Manager to address site-specific issues and needs identified in the quarterly audits. This level of responsiveness to each subcontractor can include issues relating to the physical site, programmatic issues, technical data and billing issues.

Program and fiscal monitoring are vital to Amity's success in meeting outcomes, contract compliance and fiscal integrity. Program and fiscal monitoring is provided in several ways:

Physical sites are inspected annually to ensure health and safety compliance with all federal, state and local regulations and contract provisions

Case managers have weekly interactions with all students at CBPs to ensure that they are satisfied with services. In the event of a participant concern or complaint, the Contract Compliance Manager will conduct a site visit, review case files, open an investigation and send a written report to the State with findings and results. The Contract Compliance Manager will also write a Corrective Action Plan and provide technical assistance and support to meet the expectations of the Corrective Action Plan.

On a quarterly basis, the Contract Manager reviews contract requirements with subcontractor that must be renewed annually (CPR, certification renewals, licenses, fire clearances, and specific training topics such as motivational interviewing

Site visits program reviews are conducted quarterly in the first year, and once subcontractors have met all expectations, program site visits are conducted every six months.

Participant satisfaction surveys, ARMS data, incident reports, reporting process for unusual or major events all inform our monitoring and help us mitigate liabilities.

Fiscal Monitoring

All required contract documents are reviewed before execution of subcontract

Monthly invoicing is required for the whole provider network.

Fiscal invoices are reviewed by the Billing Manager and once approved, are sent to accounts payable.

Annual closeouts and reconciliations are conducted by fiscal staff.

Any discrepancies are handled by senior staff accounting to Amity's fiscal manual.

Collectively, these practices reflect a robust, cross-sectional approach to monitoring that have resulted in a stable, effective service provider network and continuity of services to the target population.

Through Amity's Rental Assistance Adult Reentry Grant (ARG), Amity has worked with landlords to support the clients through technical assistance around areas such as eviction prevention; temporary leases in the time of COVID; and issues surrounding harm reduction model specific to this project. Amity also provides landlords with information regarding utilities assistance, repair assistance, pandemic-related subsidies and other landlord/tenant support and issues as information becomes available.

Monitoring of our Rental Assistance housing is provided in the form of site inspections of each property performed prior to allowing our clients to enter housing at any property. The Project Director and Housing Navigator inspect all prospective properties to ensure that they meet safety standards, are clean and well-maintained to ensure a high quality of services and environment are provided to the service population

Through Returning Home Well, Amity leveraged a statewide network of

providers, by engaging all current and prospective CBPs in emergency training to ensure that providers statewide were able to quickly add to their networks to provide critical reentry housing and services. Amity provided technical and programmatic assistance regarding the distribution of reentry stipends, transportation coordination from any prison to anywhere in the state, accessing the community transitions network, emergency quarantine housing and food delivery, billing assistance due to the unique nature of the project; and operational technical assistance ramping up quickly to meet this emergency initiative.

Providers are required upload service data on a monthly basis into the statewide California Department of Corrections and Rehabilitation's Division of Rehabilitative Programs Automated Reentry Management System (ARMS) in order to generate invoices based on set reimbursement rates.

Monitoring state funding for individual services is tasked across the six regional STOP contractors and is provided through California Department of Corrections and Rehabilitation (CDCR)-Department of Rehabilitative Programs (DRP) and the Board of State and Community Corrections (BSCC). In addition, the entire project is monitored by the Governor's Office of Social Innovation. The philanthropic portion of RHW administered by Amity is monitored through individual evaluations to determine effectiveness. The Parolee Stipends were distributed through and the outcomes evaluated by from Center for Economic Opportunities (CEO). Stipend distribution was tied to employment goals such as enrollment in services or achievement of a credential. Amity also monitored the additions of new sites across the state, helped conceptualize the financial systems to monitor this project, problem-solved barriers to access and integrated 58 probation departments use of the STOP network. Prior to the COVID-19 pandemic and the RHW initiative, STOP was funded for 1,850 placements at any given time. At its peak RHW added funding for 1,000 extra participants for a total of 2,900, with steady state at 2,500. Financially speaking, this effort reflects a 33% increase in terms of programmatic footprint, and highlights the enormity of the task to rapidly expand services and implement all associated procedures. This initiative reflects significant collaborative effort across multiple domains of service and levels of administration to mitigate transmission of disease and save lives of incarcerated individuals.

3.3 Approach and Methodology

Provide a thorough but concise description of your approach, methodology, and staffing to administer third party funds to Service Providers by answering the following questions. Ensure your response to each question includes a detailed explanation and duration of time if applicable. **Include**

details on any part of the response that will be performed by subcontractors and indicate the name of the subcontractor organization, the work/services that will be performed by them and describe their experience in the subject area.

- A. Describe how your organization will build collaborative partnerships with subrecipients providing supportive services for hard-to-reach and historically underserved communities across Los Angeles County.

Narrative:

Approach: Amity proposes a unique collaborative outreach model for this Third Party Administrator Project. Amity has already identified key organizations in the Los Angeles Community with strong ties to the specific strategy and service areas named in the proposal. These organizations are experts within their respective service areas and have the capacity and access to engage smaller community-based organizations that located in the hard-to-reach and historically underserved communities across Los Angeles County. These key organizations will serve as subcontractors to Amity under this project and will be tasked with identifying these areas.

Amity intends to follow the federal guidance priority areas defined by the American Rescue Plan Act to ensure an equitable distribution of resources and support. This includes ensuring that our approach is equity-focused, community empowering, worker-centered and results and evidence-focused.

Methodology: Upon award, Amity will engage in a subcontracting process to solidify its subcontractor relationships for each service area. Within the first 30 days, Amity will hold a meeting with key individuals in these subcontractor agencies describing specific deliverables to include identifying small-scale organizations in their content area. They will also identify key individuals who can serve as reviewers in the RFP process for each key area. Once the RFP is released, these subcontractors will assist with outreach to solicit applications from as many communities in Los Angeles as possible. Bidders on these RFPs will attend bidder's conferences inviting them to ask questions, network, and provide information about their specific needs. Once these subrecipient applicants are identified, Amity will conduct individual outreach and prospecting to encourage their submission of responses to the RFP as well. Upon award, Amity will host quarterly meetings to build resources and collaborative relationships and partnerships for this broad base of organizations.

All of the potential subcontractors listed below have at least 10 years of

experience directly serving and collaborating with Los Angeles County providers in the relevant CFCI program areas. Upon contract award, Amity would begin the subcontracting process for their assistance with the above listed areas.

CFCI Funded Program Potential Subcontractors:

Career-Education Pathway Programs: New Ways to Work and Coalition for Responsible Community Development

Culturally Affirming Family Reunification – Pre-Trial Family Support: New Ways to Work, Prototypes, Exodus, Shields for Families

Re-envision Youth After-School and Summer Programs: New Ways to Work and Coalition for Responsible Community Development and members of the Los Angeles Regional Reentry Partnership

Youth-Specific Housing Interventions: Anti-Recidivism and Coalition for Responsible Community Development

Support Services for Returning LGBTQI+ Residents: Los Angeles LGBT Center

Reentry Programming for Women: Amity would not seek a subcontractor for this area.

Non-CFCI Funded Program Potential Sucontractor:

Grants to Justice-Focused Community-Based Organizations: Amity would not seek a subcontractor for this area.

Staffing: This aspect of the work will be provided by the executive leadership of Amity and its subcontractors, and will be staffed by the Project Manager, Assistant Project Manager and Contract Managers/Quality Assurance for each program area.

- B. Describe how your organization will collect data from subrecipients and enter data into a County-provided reporting tool to report back on subrecipient projects in accordance with the reporting requirements in Attachment I (Statement of Work).

Narrative:

Approach: Amity intends to automate and simplify the data collection process using Launchpad's Grants and Contracts Management

Application platform that will provide uniform and user-friendly access to all of the subrecipients. This centralized platform will enable timely data collection and analysis, and enable us to monitor performance to make better investments in the community that are adaptively responsive to real-time, emergent data. Having everything related to the procurement stored in one centralized location such as Launchpad increases visibility, expedites and streamlines communication, enables team collaboration and reduces administrative burden.

The approach will be consistent with the County of Los Angeles Equity principles and will utilize data dashboards to highlight not just the outcomes, but the equitable distribution of services throughout the county. As stated above, Amity intends to follow the federal guidance priority areas defined by the American Rescue Plan Act to ensure an equitable distribution of resources and support. This includes an approach that is equity-focused, community empowering, worker-centered and results and evidence-focused. Amity would seek to develop measures that meet countywide equity principles, use equity tool indices, when possible, as well as the Equity Explorer Tool, and/or the Justice Equity Needs Index (JENI). Amity would also seek to coordinate with the ARPA Project Dashboard for overall program monitoring.

Methodology: Using Launchpad platform, subrecipients will be assigned a password-protected account where they will log in and enter individual service and performance data as outlined in the statement of work on a monthly or quarterly basis (depending on the programmatic area). Amity will be able to view a dashboard of all of the individual provider data that can then be aggregated at the end of the data collection period and then uploaded in to the County-identified system. All data collection will be encrypted to meet our standard privacy practices and can also be made HIPAA compliant as needed using Salesforce SHIELD addition. The dashboard will automate reminders of data collection due dates to all subrecipients and will also provide a quick list of subrecipients who have not entered data on time, subrecipients whose data indicates they may be underperforming, in order to flag the Quality Assurance/Contract Compliance Manager to make individual contact.

Amity will be utilizing Performance measures to determine subcontractor reimbursements. Amity understands it can utilize 1) fixed price deliverables, 2) milestones, or 3) progress payments; a final determination will be selected depending on the final negotiations with LA County. Amity intends to provide comprehensive training, likely using a zoom format for all organizations on the methods for their account creation, logging in, tracking, and reporting all required data within this Application along with help-desk support to troubleshoot any technical difficulties. Payment will be based on progress towards compliance regarding performance measures. In cases of underperformance, subrecipients, on a case by case basis, would still receive payments while under corrective action review in an effort to improve program performance prior to further actions.

Staffing: Data collection will be supported by the IT Director and his staff, and a team of data assurance and data clerks dedicated to this TPA project. Contract Compliance/Quality Assurance personnel will ensure reports are submitted to the County in the County's designated tool, that follow up occurs with underperforming organizations, and that performance is tied to payment as required and needed.

- C. Describe your organization's proposed staffing plan for TPA services including the duties of each staff member. Attach a copy of the resumes for each of the proposed staff, if available, or provide a description of the requirements, or duty statement of the anticipated staff for the TPA services.

Narrative:

Approach: Amity intends to provide a robust staffing plan to support the implementation of this project. This includes executive-level oversight, Quality Assurance/Contract Compliance staff to support the RFP lifecycle and quarterly audit and compliance support; Information Technology support staff to support Launchpad integration and data entry support, programmatic implementation staff to support services and implementation, and financial management staff to ensure appropriate billing and payment structures support.

Methodology: Doug Bond, CEO will have final responsibility for contract negotiations and execution of this project. He oversees a team of executives across several service and administrative areas that will be activated to implement this project.

Administratively, the Department of Grants, Contracts and Development will hire approximately seven (7) Quality Assurance/Contract Compliance staff to oversee the RFP development and proposal evaluation phase, contract award process, as well as implementation with regards to defining project-specific deliverables or milestones.

The IT Department will hire Data Assurance, Data Entry Coordinator and Data Clerks (7FTE) to manage the Launchpad implementation with regards to the data collection. The IT Director will also help manage the Launchpad implementation with regards to the RFP process as well.

The Chief Operating Officers will lead the implementation of services and systems to ensure comprehensive outreach, technical assistance, community-building, support for subrecipients, and other services-related implementation needs.

The Chief Financial Officer, and Senior Director of Finance will lead the billing, invoicing and payment aspects of the project.

The Human Resources Director and the Amity Talent Acquisition team will be responsible for immediately advertising for and recruiting applicants to help fill all of the project vacancies within 30 days.

All of these areas will interact and work together to ensure a process that is efficient and effective. Beginning upon notification of contract award, Amity's executive team will launch its implementation plan, informed by weekly meetings, and coordination with County officials to ensure we achieve all contract deliverables.

Staffing: Please see attached organizational chart, duty statements and resumes.

Project Manager – overall Project Management

Assistant Project Manager (Training and Technical Assistance Coordinator) – Lead Trainer and Technical Assistance Providers

Data Assurance – ensures the quality of data entered into the Launchpad system

Data Entry Coordinator – ensures and monitors the coordination of work for the Data Clerks and their performance

Data Clerk (up to 7FTE) – enters data as needed into County system

Budget Manager – overall management of TPA funding

Billing Assistant – assists with invoicing, and processing of payments

Quality Assurance/Contract Compliance Manager – ensures and monitors the coordination of work for the Quality Assurance/Contract Compliance staff

Quality Assurance/Contract Compliance (up to 7FTE) – One staff assigned to each programmatic area to provide contract compliance with deliverables, targeted technical assistance and auditing for quality and performance

- D. Provide a description of your organization's proposed implementation plan to staff and start TPA services within 30 days of Contract award.

Narrative:

Approach: Amity's current executive and operations systems will ensure that Amity is able to implement its staffing plan to start TPA services within 30 days of contract award. Overall administration of the Los Angeles-based project will come from Amity's centrally located headquarters at 3365 South Grand Avenue. Using Amity's robust Human

Resources and Talent Acquisition staff, seasoned operational and information technology staff and fiscal personnel, Amity will launch this project immediately upon award using its current procedures for new project implementation. Amity has significant experience with quick activation of large scale projects. In 2020, Amity received three contracts that constituted one of the largest prison services expansions in the country with 530 hires (first 300 in first 45 days). Overall, Amity currently has a significant pool (>40) of experienced management and services staff in Los Angeles County to ensure this project's successful implementation.

Methodology:

Timeline For Acquisition Of TPA Staff Positions within 30 days of Contract Award

Amity is fully prepared to adhere to this detailed timeline for acquisition to comply with the requirements of this RFSI. Below is a timeline describing these specific steps.

Week 1, Day 1-7: Upon award notification, determine staff vacancies. Human Resources/Talent search staff will place ads in relevant recruitment sites, as well as internal postings.

Week 2, Day 8–14: HR and Exec Team determines an appropriate selection committee and begins screening applications looking at minimum qualifications and desired qualifications.

Week 3, Day 15-26: The interview process will begin upon HR confirming that applicant pool is sufficient to fill vacancies.

Week 4, Day 26-28: Successful applicants will begin new hire process, including completion of new hire packet and any required background checks.

Week 4, Day 29: Staff members are appointed and scheduled for standard organizational new hire trainings, as well as any trainings specific to the TPA project.

Week 4, Day 30: Project fully staffed.

Simultaneously to the hiring process, Amity will activate the following implementation plan within the first 30 days.

Designate Implementation Team Lead

Initiate first meeting with the county to review contract deliverables and prioritize action items

Hold weekly Implementation Team meetings for first six months of contract implementation

Department of Grants, Contracts and Development will work with Launchpad to develop public-facing Application form; develop RFP criteria for each area, develop scoring criteria, and timeline for the rollout of the RFP. This team will ensure that the RFP, the evaluation process, timeline and expectations are approved by the County.

IT Department will liaise with Launchpad to ensure RFP form and data collection processes are developed quickly to meet the RFP timeline for release.

Chief Operating Officers begin outreach and dissemination of information to sign up for updates regarding the RFP release, providing presentations at the Los Angeles Reentry Roundtable, and with other partners.

The Finance team will begin developing cost centers and templates to ensure effective billing, invoicing and payment.

Staffing:

Doug Bond, CEO will have final responsibility for contract negotiations and execution of this project. He oversees a team of executives across several service and administrative areas that will be activated to provide dedicated support to implement this project.

Administratively, the Department of Grants, Contracts and Development will hire approximately seven (7) Quality Assurance/Contract Compliance staff to oversee the RFP development and review process, contract award process, and then implementation with regards to defining deliverables or milestones depending on the project.

The IT Department will hire Data Assurance, Data Entry Coordinator and Data Clerks (7FTE) to manage the Launchpad implementation with regards to the data collection. The IT Director will also help manage the Launchpad implementation with regards to the RFP process as well.

The Chief Operating Officers will lead the implementation of services and systems to ensure comprehensive outreach, technical assistance, community-building, support for subrecipients, and other services-related implementation needs.

The Chief Financial Officer, and Senior Director of Finance will lead the

financial team responsible for billing, invoicing and payment aspects of the project.

The Human Resources Director and the Amity Talent Acquisition team will be responsible for immediately advertising for and recruiting applicants to help fill all of the project vacancies within 30 days.

- E. Provide a description of how your organization will monitor the performance of any subcontractors.

Narrative:

Approach: Amity seeks to work with subcontractors that are already experts in their field and has efficient monitoring in place to ensure quality performance.

Methodology: Amity will develop comprehensive subcontracts that include a concrete scope of work delineating clear deliverables, timelines, and expectations. All subcontracts will have a 30-day notice opt out clause for either party, which can be acted upon for any reason, including nonperformance. Subcontractors are required to provide monthly reports to their designated supervisor, describing activity and progress towards the completion of the scope of work and deliverables. Depending on the subject area, subcontracts will range from 6 months to 1 year, with automatic renewals.

Staffing: Subcontractors will report to the Project Manager for this TPA Project.

3.4 Proposed Administrative Fee

Propose the Administrative Fee for providing all TPA Services in Attachment I (Statement of Work) including any payment to subcontractors. County will reimburse TPA for the actual reasonable cost of providing insurance for Service Providers, in addition to the agreed upon Administrative Fee in the Contract. The Administrative Fee shall be capped at a maximum of 15% of ~~CFGL~~ funds administered.

Amity proposes an administrative fee of 15% of funds administered through this contract.

3.5 Financial Capability

Attach copies of the organizations' most current and prior (2) years (for example 2018, 2019 and 2020) financial statements. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential. to the extent permitted by law, if so stamped on each page.

3.6 Client List

Attach a list of entities to whom your organization has provided TPA Services. Ensure the response includes name of entity, beginning and end dates (month and year) of each engagement and experience working with Service Providers, the dollar amount of funding administered for each entity, and the number of subrecipients managed.

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RFSI #CFCI-21-05
Ranking

Organization	Highly Appropriate	Appropriate	Not Appropriate
Rank 1 - Selected Organization	22	28	0
Rank 2 - Advocates for Human Potential	16	29	5
Ranked 3 - California Community Foundation	9	36	5

TPA Solicitation Reviewers' Information

1. Reviewer #1

- County employment: 7 years
- County departments worked for:
 - Department of Public Health
 - Department of Health Services
 - Chief Executive Office
- Areas of expertise/Projects worked on:
 - Public health and social determinants of health
 - Program policy and systems change evaluation
 - Alternatives to Incarceration
 - Youth development

2. Reviewer #2

- County employment: 7 years
- County departments worked for:
 - Department of Public Health
- Areas of expertise/Projects worked on:
 - Public health and social determinants of health
 - Program, policy, and systems of change evaluation
 - Violence prevention and intervention
 - Community-driven public safety strategy design/place-based initiatives
 - Juvenile justice

3. Reviewer #3

- County employment: 24 years
- County departments worked for:
 - Child Support Services Department
 - Chief Executive Office
- Areas of expertise/projects worked on
 - Project management, development, and implementation
 - Leadership development
 - County strategic plan
 - Equity in County contracting
 - Anti-Racism, Diversity and Inclusion (ARDI) strategic plan
 - DCFS assessment
 - Redistricting Boundary Implementation
 - Climate Resiliency Initiative
 - Tackling Misinformation and Disinformation

4. Reviewer #4

- County employment: 9 years
- Departments worked for:

- Chief Executive Office
- Department of Public Social Services
- Department of Human Resources
- Areas of expertise/projects worked on:
 - Budget/finance
 - Fiscal
 - Human resources
 - Contracts
 - Various programs (e.g. Medi-Cal, In-Home Supportive Services, General Relief, etc.)
 - Alternatives to Incarceration

5. Reviewer #5

- County employment: 7 years
- County departments worked for:
 - Department of Human Resources
 - Executive Office of the Board of Supervisors
 - Chief Executive Office
- Areas of expertise/projects worked on
 - Equal opportunity
 - Employment law
 - Contracts
 - Human resources
 - Project Homekey
 - 2020 Census outreach
 - Alternatives to Incarceration