

MIKE FEUER
CITY ATTORNEY

MEMORANDUM

To: The Honorable Eric Garcetti Honorable Members of City Council
Mayor of Los Angeles City of Los Angeles
City Hall City Hall
Los Angeles, CA 90012 Los Angeles, CA 90012
Attention: Heleen Ramirez Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations

Date: July 28, 2021

Re: FY 2021/22 Dispute Resolution Program (Community), CF # 19-1193
Funding - Year 3/5

Transmitted herewith for Mayor and City Council consideration is FY 2021/22 funding totaling \$149,653 to provide ongoing support for three Dispute Resolution Program (DRP) positions. Funding originates from the County of Los Angeles Department Workforce Development, Aging and Community Services, following a competitive process. The County serves as the pass through agency to allocate California Dispute Resolution Program Act monies.

This term represents Year Three of a five year grant award, renewable each year.

Now in its 31st year, DRP provides citywide mediation services as an alternative to formal administrative or court proceedings. During FY 2020/21, DRP serviced 400 initiated disputes and successfully mediated 249 disputes, whereby both parties reached a mutually acceptable agreement. DRP also conducted community outreach to help build local capacity for individuals to informally resolve disputes, which included training of 25 mediators and five stakeholder groups.

Grant funding will be utilized to support the Dispute Resolution Program (DRP), now in its 33rd year, to provide citywide mediation services as an alternative solution to formal administrative or court proceedings. Services provided through DRP include referral information; conciliation; mediation; consultation services; and, training for prospective volunteer mediators. During Fiscal Year 2020-21, DRP successfully mediated 249 disputes and conducted community outreach to help educate communities on how to informally resolve disputes, which included training 25 mediators and five stakeholder groups. DRP cases are usually referred from City and County departments, faith-based organizations, community-based organizations, non-profit organizations, and through on-going outreach.

Recommendations

Please provide a complete list of necessary actions for implementation, including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities (such as contract and position authorities).

We therefore request that the City Council, subject to the approval of the Mayor:

1. AUTHORIZE the City Attorney or his designee to approve the Standard Agreement with the County of Los Angeles Workforce Development, Aging, and Community Services for the period of July 1, 2021 to June 30, 2022, subject to the approval of the City Attorney as to form.
2. ACCEPT funding in the amount of \$149,653 from the Community and Senior Services of Los Angeles County to maintain operations.
3. APPROVE the City cash and in-kind match and additional contribution in the amount of \$99,541 for the period of July 1, 2021 through June 30, 2022.
4. AUTHORIZE the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$149,653 from the County of Los Angeles
 - b. Establish a new appropriation account within Fund 368 as follows:
 Account 12V711 DRP CO Grant - \$ 149,653
 - c. Transfer \$142,561 from Fund 368, Account 12V711 to Fund 100, Department 12, Account 001010 Salaries General.
5. AUTHORIZE the City Attorney to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and instruct the Controller to implement the instructions.

Fiscal Impact Statement

Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.

The total cost of the FY 2021-22 Dispute Resolution Program (Community) is \$249,194, of which \$149,653 will be reimbursed by the County of Los Angeles. There is a match requirement of \$37,413, which will be satisfied through indirect costs (CAP 41) of \$24,150 and \$13,263 in volunteer services. An additional city contribution of \$62,128 in fringe benefits (CAP 41) are also needed. Both fringe benefits and indirect costs are included in the 2021-22 City budget.

Acceptance Packet

The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. The following items comprise the Acceptance Packet and are attached for review by the CAO Grants Oversight Unit:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Grant Award Notification and Acceptance | <input checked="" type="checkbox"/> Copy of Award Notice |
| <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) | <input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable) |
| <input checked="" type="checkbox"/> Detail of Positions and Salary Costs (Excel Document) | <input type="checkbox"/> Additional Documents (if applicable) |

Department Head Name: [Signature] Department Head Signature: [Signature] Date: 7/28/21

For CAO Use Only

The Office of the City Administrative Officer, Grants Oversight Unit has reviewed the information as requested, and has determined that the Acceptance Packet is:

- Complete The Acceptance Packet has been forwarded to appropriate CAO analyst
 Returned to Department (Additional information/documentation has been requested).
 Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature: _____ Date: _____

Grant Name: DRPA Community Grant Project Breakdown	Grant Funds	Additional Costs**		Department:
		City Funds	Non-City Funds	
Salaries				Total
1010 Salaries General	142,516			
1020 Salaries Grant Reimbursed				
1070 Salaries As Needed				
1090 Overtime				
Salaries Total:				
Related Costs*				
Fringe Benefits		62,128		
Department Administration		6,187		
Central Services		17,963		
Related Costs Total:				
Expense				
2120 Printing & Binding				
2130 Travel				
3040 Contractual Services	15,000			
3310 Transportation				
4160 Governmental Meetings				
6010 Office Supplies	7,137			
6020 Operating Supplies				
7300 Equipment				
Expenses Total:				
Grand Total:	\$ 164,653			
*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)				
**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.				



June 24, 2021

BOARD OF SUPERVISORS

- Hilda L. Solis
- Holly J. Mitchell
- Sheila Kuehl
- Janice Hahn
- Kathryn Barger

Office of the Los Angeles City Attorney
 Attention: Mr. Mike Feuer, City Attorney
 200 N. Spring Street, 23rd Floor
 Los Angeles, CA 90012

EXECUTIVE LEADERSHIP

- Otto Solórzano
Acting Director
- Paul Goldman
Contract & Administrative Services
- Jose R. Perez
Workforce Development
- Lorenza C. Sánchez
Aging & Adult Services
- Robin S. Toma
Human Relations

**DISPUTE RESOLUTION PROGRAM
 SUBAWARD AMENDMENT NO. 3
 FISCAL YEAR 2021-22 FUNDING ALLOCATIONS**

Dear: Feuer:

This notice provides your agency with Fiscal Year (FY) 2021-22 Dispute Resolution Program (DRP) funding allocation(s) being issued under Subaward Amendment No. 3. Your agency's FY 2021-22 funding is as follows:

CONTACT INFORMATION

510 S. Vermont Avenue
 Los Angeles, CA 90020
 WDACS (888-211-0644)
 APS hotline (1-877-477-3646)
 info@wdacs.lacounty.gov
 wdacs.lacounty.gov

Subaward Number	Service Category	FY 2021-22 Funding Allocation	Maximum Subaward Sum (Years 1 through 5)
DRP192009	Community	\$149,653 ¹	\$748,265
DRP192008	Restorative Justice	\$137,810 ¹	\$689,050



¹ Complete one (1) budget and one (1) MPS for the subtotal Allocation Amount.



The above-referenced allocation(s) are effective July 1, 2021 through June 30, 2022 and are contingent upon the availability of funds. Funding for subsequent program years are provided on an annual basis and are contingent upon the availability of funds.

Grow. Succeed. Thrive.



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Hilda L. Solis

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Janice Hahn

Kathryn Barger

Subaward Amendment No. 3 documents will be issued by email with instructions on their completion.

Any questions regarding this letter may be directed to Bernardo Franco of my staff at bfranco@wdacs.lacounty.gov.

Respectfully yours,

EXECUTIVE LEADERSHIP

Otto Solórzano
Acting Director

Paul Goldman
*Contract & Administrative
Services*

Jose R. Perez
Workforce Development

Lorenza C. Sánchez
Aging & Adult Services

Robin S. Toma
Human Relations

Carol Domingo

Carol Domingo, Program Manager
Contracts Management Division

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Grow. Succeed. Thrive.



**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**

**DISPUTE RESOLUTION PROGRAM (DRP)
SUBAWARD PERIOD JULY 2019– JUNE 2022**

SUBAWARD NUMBER DRP192009

AMENDMENT NUMBER THREE

This Amendment Number Two is made and entered in accordance with Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments, of the above referenced Subaward Number DRP192009 by and between

**COUNTY OF LOS ANGELES THROUGH ITS
DEPARTMENT OF WORKFORCE DEVELOPMENT, AGING AND COMMUNITY
SERVICES (“WDACS”)** (hereinafter “County”),

and

OFFICE OF THE LOS ANGELES CITY ATTORNEY
(hereinafter “Subrecipient”)

Business Address:
**200 N. Spring Street, 23th Floor
Los Angeles, CA 90012**

RECITALS

WHEREAS, reference is made to that certain document entitled “Office of the Los Angeles City Attorney Subaward Number DRP192009” dated June 11, 2019, (hereafter “Subaward”);

WHEREAS, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Dispute Resolution Program (DRP) services as provided in California Business and Professions Code Sections 465-471.5;

WHEREAS, the parties hereto have previously entered into this Subaward Amendment No. 1 to exercise the County’s delegated authority to enter into the first option year, effective July 1, 2020 through June 30, 2021, and to allocate Fiscal Year 2020-21 DRP funding as further described herein;

WHEREAS, the parties hereto have previously entered into this Subaward Amendment

No. 2 to allocate \$15,000 in DRP funds to increase the current FY 2020-21 DRP funding allocation to cover Training cost and increase information technology resources; and

WHEREAS, it is the intent of the parties to enter into the Subaward Amendment No. 3 to exercise the County's delegated authority to enter into the second option year, effective July 1, 2021 through June 30, 2022, and to allocate Fiscal Year 2021-22 DRP funding as further described herein: and

WHEREAS, Subaward provides that further changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

NOW THEREFORE, the parties hereto agree as follows:

- I. This Amendment shall commence on **July 1, 2021 or upon execution by all parties.**
- II. Changes made in items III, IV, V, and VI in this Amendment shall be read as if they existed on June 11, 2019, the original date of Subaward.
- III. The DRP Day of Hearing Civil Court dispute service category shall be renamed as Civil Court Connected with specific changes described in the sections to follow herein in this Subaward Amendment.
- IV. **Section 1.0, Scope of Work, Subsection 1.3, DISPUTE CATEGORIES, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:**
 - 1.3 DISPUTE CATEGORIES: As further described in Section 10, herein, Subrecipient shall provide Services under (1) or more of the three (3) broad dispute categories for which it is funded:
 - 1.3.1 Community – Community disputes are those for which no court action has been initiated or for which resolution services are not provided in the Civil Court Connected category. These may include, but are not limited to, disputes between consumers and merchants, tenants and landlords, businesses, coworkers, neighbors, students, and family members. This may also include disputes between representatives of law enforcement and members of the community.
 - 1.3.2 Civil Court Connected – Civil Court Connected disputes are those for which Civil Court action has been initiated and resolution services are provided in advance of the court hearing or on the scheduled day of court hearing. These include disputes filed as small claims, civil harassment, unlawful detainer, or non-collections limited jurisdiction cases.
 - 1.3.3 Restorative Justice – Restorative Justice disputes involve matters between Victim(s) and Offender(s) of criminal actions. These are

cases that may or may not have been filed for prosecution, but in which the Offender(s) has acknowledged committing the harm-causing action(s). Explicit agreement of the appropriate law enforcement jurisdiction or prosecuting authority is required in order to proceed with resolution services for any Restorative Justice dispute.

V. Section 1.0, Scope of Work, Subsection 1.4 of Exhibit A, Statement of Work, of Subaward shall be deleted in its entirety and replaced as follows:

1.4 The acceptable types of dispute resolution processes that Subrecipient may provide under this SOW and Subaward shall be Conciliation and Mediation, per the descriptions, below, as part of the Work described in Section 10, herein:

1.4.1 Conciliation – A process of independent communications between Disputants and Neutral person(s), pursuant to Article 1, Section 3602 of the Dispute Resolution Programs Act Regulations. These communications may be in person, by phone, in writing, or by some electronic means, or a combination of these. Conciliation is an acceptable type of resolution process for Civil Court Connected and Community disputes.

1.4.2 Mediation – A process of face-to-face communication, facilitated by Neutral person(s), between Disputants, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation, pursuant to Article 1, Section 3602 of the Dispute Resolutions Programs Act (DRPA) Regulations. Mediation may include communication that is not face-to-face in support of in-person sessions. Any Mediation in which not all the Disputants and Neutral(s) are in the same physical location, may be conducted via the internet, video conferencing, or other electronic means, provided that participants may view each other's faces and movements and communicate in real time. Mediation is an acceptable type of resolution process for Community, Civil Court Connected, and Restorative Justice disputes.

VI. Section 1.0, Scope of Work, Subsection 1.6, Eligibility Criteria, Subsection 1.6.2, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:

1.6.2 Subrecipient shall not be required to provide resolution services when any of the Disputants has obtained a lawful permanent restraining order issued by a court against another Disputant, as indicated on Subrecipient's Intake Form. Likewise, Subrecipient shall not be required to provide Services when it is reasonable to believe

that in doing so, it may endanger a Disputant, volunteer, or employee.

1.6.2.1 As part of the mandatory intake process, Subrecipient shall verify the presence of a restraining order made against any of the Disputants. If a permanent restraining order exists, the Disputants shall be informed that Subrecipient may not offer any Services unless a court record verifies that the permanent restraining order has been lifted.

VII. **Section 1.0, Scope of Work, Subsection 10.2, COMMUNITY DISPUTE RESOLUTION, *first paragraph only*, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and revised as follows:**

10.2 COMMUNITY DISPUTE RESOLUTION: Community Dispute Resolution Subrecipient shall provide service to requesting individuals who reside, conduct business, or operate, in the Los Angeles County Service Planning Area(s) (SPA(s)), as further defined in Exhibit P, Definitions, for which Subrecipient is approved by County to address disputes and for which Civil Court Connected action has not been initiated or resolution services are required on a day of hearing for a **maximum unit rate of \$740 per resolved case.**

VIII. **Section 1.0, Scope of Work, Subsection 10.3, DAY OF HEARING CIVIL COURT DISPUTE RESOLUTION, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:**

10.3 CIVIL COURT CONNECTED DISPUTE RESOLUTION: Civil Court Connected Dispute Resolution Subrecipient shall provide Services to requesting individuals for the type(s) of cases and in the locations for which Subrecipient is approved by County to address disputes on scheduled days of hearing for a **maximum unit rate of \$275 per resolved case.**

10.3.1 Minimum Cases Initiated – Civil Court Connected Dispute Resolution Subrecipient shall initiate at least the minimum number of dispute resolution cases each year for each type of case in each location for which Subrecipient is approved to address Civil Court Connected disputes. The annual minimum number of dispute resolution cases initiated for each type of case in each location shall be calculated by County based on the annual DRP funds allocated to Subrecipient. The annual DRP funds allocated to the Subrecipient divided by the maximum unit rate per resolved case will determine the minimum number of dispute resolution cases to resolve each year in each Hub (see Exhibit 3) for which Subrecipient is approved to address cases, which shall be fifty percent (50%) of the total number of cases initiated.

10.3.2 Minimum Cases Resolved – Civil Court Connected Dispute Resolution Subrecipients shall project a minimum annual number of dispute resolutions for which at least one (1) of the contested issues will be resolved to the mutual satisfaction of the Disputants. This minimum annual number of projected resolved disputes shall be at least fifty percent (50%) of the dispute resolutions initiated each year.

10.3.3 Statistical Information – Each Civil Court Connected Dispute Resolution Subrecipient shall provide annually updated descriptions of the resident and workplace populations of potential users of their dispute resolution services, including estimated numbers of the population being served, as well as cultural, economic, and other key social demographics (see Subsection 10.16.1.7 b)). As part of these annually updated descriptions, Subrecipient shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.3.4 Each Civil Court Connected Dispute Resolution Subrecipient shall take specific measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of potential users, with special emphasis to the underserved and un-served populations and communities in each area served by the court hubs for which Subrecipient is approved. Accessibility must include schedule, location, and language considerations.

10.3.5 Resolved Cases in Other Areas

For the initial one (1) year Subaward term, beginning July 1, 2019 through June 30, 2020, Subrecipients shall be allowed to count a maximum of ten (10) percent of Subrecipient's total Resolved Cases for cases resolved, in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

IX. Section 1.0, Scope of Work, Subsection 10.9, Confidentiality, Subsection 10.9.1, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:

10.9.1 All dispute resolution proceedings conducted, including, but not limited to, conciliations and mediations, are subject to Chapter 2 commencing with Section 1115 of Division 9 of the California

Evidence Code. Subrecipient shall not reveal any communications made with a Disputant to anyone involved in any administrative law or Civil Court Connected proceeding. This includes any information on the dispute or Disputant recorded in writing by Subrecipient, such as case files or notes taken by a Neutral during a dispute resolution process. This confidentiality provision shall NOT apply to possible criminal activity. If a Disputant indicates to Subrecipient, at any point during the dispute resolution process, that criminal liability may exist on the Disputant as a result of a criminal act, Subrecipient shall inform the Disputant that the protections of confidentiality may not exist. If an attempt is made by any third party to force a Subrecipient into revealing any information about a case, Subrecipient shall contact County for assistance. Subrecipient may contact County for further assistance in interpreting the laws regulating the DRPA.

X. Section 1.0, Scope of Work, Subsection 10.16, Additional Requirements, Subsection 10.16.1.1, Outreach Activities, Subsection 10.16.1.1(b), of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:

- b) Civil Court Connected Services Outreach shall include specific activities to effectively communicate the availability of Services to the distinct and various populations who may need help with the types of cases in the locations where Subrecipient is approved.

XI. Section 1.0, Scope of Work, Subsection 10.16.1.7, Reports, Documentation, and Direct Data Entry, Subsection 10.16.1.7.1, General Reports, Subsection 10.16.1.7.1(b)(ii), of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:

- ii) Civil Court Connected Dispute Resolution Services, Subrecipient shall provide annually updated descriptions of the resident and employment populations of potential users of their dispute resolution services, including estimated numbers, as well as cultural, economic, and other key social demographics.

XII. Section 1.0, Scope of Work, Subsection 10.16.1.7, Reports, Documentation, and Direct Data Entry, Subsection 10.16.1.7.2, Statistical Reports, Subsection 10.16.1.7.2(a)(vi), of Exhibit A, S, of the Subaward shall be deleted in its entirety and replaced as follows:

- vi) The nature of the disputes resolved, including the particular types of community, Civil Court Connected, or Restorative Justice disputes

resolved;

XIII. Section 5.0, Subaward Sum, Subsection 5.1, Total Subaward Sum, Subsection 5.1.2, Funding Allocations, Subsection 5.1.2.1 is deleted in its entirety and replaced as follows:

5.1.2.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward (“Subaward Sum” or “Maximum Subaward Sum”). The maximum Subaward Sum for this Subaward is **\$463,959**, and broken out as follows:

- FY 2019-20: \$149,653
- FY 2020-21: \$149,653
- FY 2020-21: \$15,000 (Training: \$11,000 and Information Technology: \$4,000)
- FY 2021-22: \$149,653

XIV. Section 5.0, Subaward Sum, Subsection 5.1, Total Subaward Sum, Subsection 5.1.2, Funding Allocations, Subsection 5.1.2.5 is added as follows:

5.1.2.5 Subaward Sum Year 3 Funding Source(s)

5.1.2.5.1 The Subaward Sum Year 3 for the third Fiscal Year of this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.2.5.2 Dispute Resolution Program Act Year 3 funds available for use for contracted DRP Services:
\$149,653

XV. Subparagraph 7.6.5.1 is deleted in its entirety and replaced as follows:

7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal, identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or

policies.

XVI. Subparagraph 7.6.5.2 is deleted in its entirety and replaced as follows:

7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

XVII. Subparagraph 7.6.5.3 is deleted in its entirety and replaced as follows:

7.6.5.3 Subrecipient and any approved Lower Tier Subrecipient shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Personal Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as fingerprint, voice print or a photograph.

XVIII. Subparagraph 8.18 (Facsimile Representations) is deleted in its entirety and replaced as follows:

8.18 Counterparts and Electronic Signatures and Representations

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

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

XIX. Subparagraph 8.25.8 is deleted in its entirety and replaced as follows:

8.25.8 Cyber Liability Insurance

8.25.8.1 Subrecipient shall secure and maintain cyber liability insurance coverage with limits of not less than seven hundred fifty thousand dollars (\$750,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient shall add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

XX. Subparagraph 9.17.1 (Information Technology, Security and Privacy Requirements) is deleted in its entirety and replaced as follows:

9.17 Information Technology, Security and Privacy Requirements

9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements) set forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient shall

have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

- XXI. Subparagraph 9.17.8 (Encryption on Workstations and Portable Computing Devices) is deleted in its entirety, replaced, and renumbered as follows:

9.17.7 Encryption on Workstations and Portable Computing Devices

9.17.7.1 Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.7.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.17.7.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).

9.17.7.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.17.7.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.7.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.7.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-

Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.

9.17.7.2 Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

9.17.7.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).

9.17.7.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.17.7.3 Subrecipient and any approved Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).

9.17.7.4 Subrecipient and any approved Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable

electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

- 9.17.7.5 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

XXII. Subparagraph 9.17.17 is deleted in its entirety, replaced, and renumbered as follows:

- 9.17.11 Subrecipient shall ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements)

XXIII. "Exhibit F (Subrecipient's Administration) FY 2021-2022" is added, is an addendum to "Exhibit F (Subrecipient's Administration)", and is incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Number Three** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its authorized officer. The persons signing on behalf of the Subrecipient warrant under penalty of perjury that he or she is authorized to bind the Subrecipient.

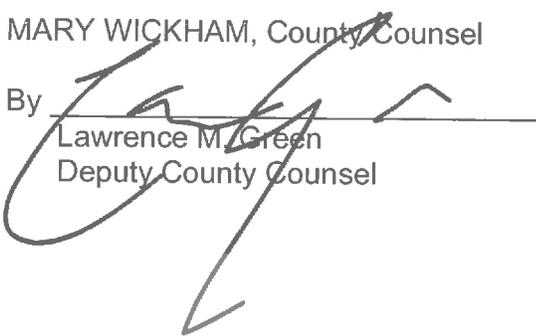
COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solorzano, Acting Director
Workforce Development, Aging
And Community Services

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL

MARY WICKHAM, County Counsel

By  _____
Lawrence M. Green
Deputy County Counsel

SUBRECIPIENT

Office of the Los Angeles City Attorney

Subrecipient's Name (Print)

DRP192009

Subaward Number

98-6000735

Taxpayer ID Number

By Leela Kapur _____
Leela Kapur (Jun 30, 2021 11:58 PDT)

Authorized Signature Date

Leela Kapur

Name (Print or Type)

Chief of Staff

Title (Print or Type)