



TERRI L. McDONALD
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY
DOWNEY, CALIFORNIA 90242
(562) 940-2501



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 05, 2019

32 November 5, 2019

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE CHIEF PROBATION OFFICER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH URBAN STRATEGIES TO PROVIDE AND EVALUATE A TEEN PREGNANCY PREVENTION PROGRAM

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request that your Board authorize the Chief Probation Officer to enter into a non-financial Memorandum of Understanding (MOU) with Urban Strategies to provide and evaluate a teen pregnancy prevention program at Probation Camps, and Camp Eaton (located in the Angeles National Forest).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Probation Officer to execute and enter into the attached non-financial MOU (Attachment) with Urban Strategies to provide and evaluate a teen pregnancy prevention program at Probation Camps, and Camp Eaton (located in the Angeles National Forest).
2. Delegate authority to the Chief Probation Officer to negotiate, execute, amend, modify, terminate, and/or extend this MOU, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Probation Officer to enter into a

non-financial MOU with Urban Strategies for the provision and evaluation of a teen pregnancy prevention program (Program) to serve youth in Probation Camps and their parents/caregivers/guardians. The purpose of the Program is to curb the high rates of teen pregnancy for justice-involved youth through the provision of an interactive curriculum presented by skilled facilitators to help guide youth in making better choices, build protective factors, develop risk avoidance skills and reduce sexual risk behaviors. The Program will serve approximately 250 male and female youth aged 14 to 19 and their parents/caregivers/guardians.

Urban Strategies will provide small-group Program sessions using The Art of Loving Well curriculum and joint events for youth and parents/caregivers/guardians at Probation Camps, and Camp Eaton (located in the Angeles National Forest) to provide joint outdoor parent, guardian or caregiver programming as part of Active Parenting of Teens curriculum. The outdoor education and recreation activities will increase family engagement and partnership leading to better family reunification. Camp Eaton is operated under a special permit issued by the Forest Service, United States Department of Agriculture.

Following the youth's release from Camps, Urban Strategies will provide follow-up services in the community. Services include connecting youth to re-entry programming, case management, resource connections and peer support. Urban Strategies will conduct an evaluation of the Program.

The implementation and evaluation of this Program in Probation Camps will provide a unique opportunity to study the impact of a teen pregnancy prevention curriculum delivered to youth in the juvenile justice system. The results of the Program evaluation will permit Probation Department (Probation) and Urban Strategies to assess the extent to which the Program elements combine to holistically boost youth and parent protective factors, improve adolescent health and address youth sexual risk.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The non-financial MOU includes all contractual requirements and will be executed upon approval as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will allow Probation to collaborate with Urban Strategies in the implementation and evaluation of an innovative teen pregnancy prevention Program in Probation

The Honorable Board of Supervisors

11/5/2019

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Camps.

Respectfully submitted,

A handwritten signature in blue ink, reading "Terri L. McDonald". The signature is fluid and cursive, with a long horizontal flourish extending to the left.

TERRI L. McDONALD

Chief Probation Officer

TLM:TH:jk

Enclosures

c: Executive Officer
County Counsel
Chief Executive Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
URBAN STRATEGIES
TO PROVIDE AND EVALUATE A TEEN PREGNANCY PREVENTION PROGRAM**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2019 between Urban Strategies, hereinafter referred to as "Agency", and the County of Los Angeles Probation Department, hereinafter referred to as "County". For purposes of this MOU, Agency and County are each a "Party" and are collectively referred to as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish a non-financial agreement that outlines the responsibilities of the County and Agency to implement and evaluate the Teen Pregnancy Prevention Program, hereinafter referred to as "Program." The Program is funded through a cooperative agreement with the Federal Department of Health and Human Services, Office of Adolescent Health, that was awarded to Agency for the purpose of developing, implementing and evaluating an, evidence-based intervention for youth and caregivers in an effort to prevent teen pregnancy amongst the juvenile justice population. The Program will be provided by Agency and its subcontractors to youth housed in identified Residential Treatment Services Bureau (RTSB) facilities, and their caregivers. Agency will follow-up with youth upon release from custody to obtain follow-up data for evaluation and link to community-based resources, if requested. The Program will serve approximately 250 male and female youth aged 14 to 19. The last two sessions of the Program will involve the youth's parent/caregiver/guardian, if they chose to participate. .

II. TERM

The term of this MOU shall commence upon execution date through September 30, 2020. Any additional renewals commencing after September 30, 2020 will be subject to approval by Probation and Agency.

III. PAYMENT PROVISIONS

This is a non-financial MOU.

IV. AGENCY RESPONSIBILITIES

Agency will provide overall direction, including ongoing implementation and monitoring, to its subcontracted agencies providing direct services under this MOU.

Agency will conduct small-group facilitation of the “The Art of Loving Well” life skills curriculum in identified Probation camps for approximately 250 male and female youth. Group facilitators shall receive training in the Program curriculum and topics relevant to working with youth, including trauma informed practices. Agency will identify a project team, including a lead contact person, to work with management/designee at each identified Probation facility to ensure ongoing communication and Program coordination. Agency will immediately communicate any concerns/issues regarding the Program to the lead and manager at each facility. Any issues that cannot be resolved at the site level will be communicated to the County’s project lead staff person assigned within the staff RTSB lead.

Agency will provide County with the Program design and logic model that documents the goals of the Program, which includes the Program evaluation design, data collection requirements and a copy of the approved court order authorizing evaluation. Agency will provide the County with a written Program summary to be shared with youth, family and staff explaining the Program. Agency will develop a consent and liability waiver for the participating family members. Agency will work with County representatives to identify locations and times for the groups. The facilities selected and the schedule of groups in each facility will be based on operational needs of the County and each facility. Groups may be held one or two times per week during the day, in the evening or on weekends, depending on the Program schedule at each facility.

The group size is anticipated to be between 8 and 12 youth in each session, although the size of groups may vary based on the needs of the Program and the facility. Groups will have an open enrollment and youth are anticipated to complete 10 to 14 sessions and deemed as completed. The length of each session will be 60-90 minutes, with one male or one female facilitator per group depending on the gender of group. County staff shall provide supervision during the group sessions. Agency shall ensure that all youth are debriefed at the conclusion of each group, if necessary. In the event that youth require additional de-escalation intervention or referrals for services, Agency facilitator shall verbally notify the County on-site supervisor, complete a written Probation Request for Services form and submit the form to the County supervisor the same day.

Agency shall conduct outreach with parents/caregivers/guardians of youth in the Program and obtain a Consent to Participate and Liability Waiver from the parent/caregiver/guardian to participate in the Parenting Program which will be held at Camp Eaton, located in the Angeles National Forest. Agency will facilitate the four-hour Active Parenting of Teens, evidence-based curriculum to parent/caregiver/guardian participants. Agency will submit a request to coordinate transportation and supervision with County regarding youth participation culminating events at Camp Eaton and will provide transportation for parents/caregivers/guardians participating in the Parenting Program. Two weeks prior to a culminating event, the Agency will submit a request to the County, via email to the facility Director, providing the names of the

parents/caregivers/guardians who are confirmed to be attending the events. This email notification shall also be sent to the RTSB lead contact person. All contacts and attendance at the events shall be limited to parents/caregivers/guardians, authorized by the court only. In the event that a youth is in the process of determining his/her placement with a relative that is not yet designated as a legal guardian, Agency will consult with County's Program coordinator at each site for further instructions and approvals.

Agency shall provide follow-up services in the community, including connecting youth to re-entry programming, case management, resource connections and peer support.

Agency shall obtain approvals from the Agency's Institutional Review Board (IRB) and Juvenile Court in Los Angeles County to conduct research within the Probation Department. The Agency shall first obtain approval from the Agency's IRB on the data collection protocol, procedures and instruments. Upon IRB approval, the Agency shall request Court approval providing a copy of the IRB approval letter and the data collection protocols, procedures and instruments. Agency shall provide copies of the IRB and Court approval to the Probation Department within five (5) business days of receipt. Agency will collect all necessary programmatic information and documentation from participants. Agency shall provide the County with evaluation results and the final evaluation report upon completion of the evaluation.

V. COUNTY RESPONSIBILITIES

County shall work with Agency to identify facilities in which to conduct the Program and provide space to hold the groups within each designated facility. County shall designate a lead contact person at each facility to serve as County's Program coordinator and primary point of contact at that site. County shall work with the Agency's project team regarding all Program services and ensure ongoing communication and Program coordination. County staff shall provide engaged supervision of youth activities.

In the event that issues arise in scheduling or conducting the groups, the Program coordinator and management at each facility shall work with Agency to determine alternative solutions. The Program coordinator shall work with Agency to facilitate communication with parents/caregivers/guardians. County staff shall work with Agency to coordinate transportation and supervision of youth at the culminating events held at Camp Eaton.

VI. INFORMATION TO BE SHARED

Agency shall work with the designated Program coordinator at each site to facilitate communication with parents/caregivers/guardians. Youth participants, Agency staff and County coordinator shall jointly call parents/caregivers/guardians to discuss the Program and initiate communication. During this initial call,

parents/caregivers/guardians shall provide confirmation of their willingness to share contact information with Agency.

VII. DATA TRANSFER

There is no data transfer between the County and Agency under this MOU. Agency will collect all information necessary to provide Program services and conduct the evaluation.

VIII. BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Agency's staff are required as a condition of beginning and continuing work under the MOU. The cost of background checks is the responsibility of the Agency. Agency shall be responsible for the ongoing implementation and monitoring of Subparagraphs 1 through 6. On at least a quarterly basis, Agency shall report, in writing, monitoring results to the County, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from County.

1. Agency shall submit the names of Agency's or Subcontractor's employees to the County Coordinator prior to the employee starting work on this MOU. County will schedule appointments to conduct background investigation/record checks based on fingerprints of Agency's or Subcontractor's employees and shall conduct background investigations of Agency's or Subcontractor's employees at any time. **The Agency's or Subcontractor's employees shall not begin work on this MOU before receiving written notification of clearance from County.**
2. No personnel employed by the Agency or Subcontractor for this service having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.
3. County reserves the right to preclude Agency or Subcontractor from employment or continued employment of any individual performing services under this MOU.
4. No Agency or Subcontractor staff providing services under this MOU shall be on active probation or parole.
5. Agency or Subcontractor staff performing services under this MOU shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
6. Because County is charged by the State for reviewing the criminal records of Agency's or Subcontractor's employee, County will bill Agency to recover

expenses. The current amount is \$49.00 per record check, which is subject to change by the State.

IX. CONFIDENTIALITY

The Agency shall be responsible for safeguarding all County information and data provided to the Agency.

1. Agency 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.
2. Agency shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of this confidentiality section of the MOU.
 - a) Agency shall sign and adhere to the provisions of *Exhibit A, Contractor Acknowledgement and Confidentiality Agreement*.
 - b) Agency shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit B, Contractor Employee Acknowledgment and Confidentiality Agreement*.
 - c) Agency shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of *Exhibit C, Contractor Non-Employee Acknowledgment and Confidentiality Agreement*.
3. Agency 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 Agency, its officers, employees, agents, or Subcontractors, to comply with this Section as determined by County in its sole judgment. Any legal defense pursuant to Agency's indemnification obligations under this Paragraph shall be conducted by Agency and performed by counsel selected by Agency 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 Agency 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 reimbursement from Agency for all such costs and expenses incurred by County in doing so. Agency 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.

4. Confidentiality of Adult and Juvenile Records

Agency shall comply with state laws which provide that all adult and juvenile records and County case information provided to Agency is confidential and no such information shall be disclosed except those authorized employees of County and law enforcement agencies. (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144).

5. Agency shall provide to its employees copies of all code sections cited in this Section of the MOU, and forms to sign (*Refer to Exhibit D, Confidentiality of CORI Information*) regarding confidentiality of the information in adult and juvenile records. Agency shall retain original CORI signed forms and forward copies to the County Coordinator within five (5) business days of start of employment.
6. Violations: Agency agrees to inform all of its employees, agents, Subcontractors, and partners of the above provisions and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

X. INDEMNIFICATION

Agency shall indemnify, defend and hold harmless County, 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, and expenses (including attorney and expert witness fees), arising from or connected with the Agency's acts and/or omissions arising from and/or relating to this MOU.

County shall indemnify, defend and hold harmless Agency, its elected and appointed officers, agents and employees 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 or connected with County's acts and/or omissions arising from and/or relating to this MOU.

XI. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Agency's indemnification of County, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections XI and XII of this MOU. 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 Agency pursuant to this MOU. County in no way warrants that the Required Insurance is sufficient to protect the Agency for liabilities which may arise from or relate to this MOU.

1. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Agency's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Agency's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Agency and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU 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 the Agency identified as the contracting party in this MOU. 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Agency, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**Susana Barrera, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

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

2. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Agency's General Liability policy with respect to liability arising out of Agency'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 the Agency's acts or omissions, whether such liability is attributable to the Agency or to the 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 the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3. Cancellation of or Changes in Insurance

Agency shall provide County with, or Agency'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 MOU, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.

4. Failure to Maintain Insurance

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

5. Insurer Financial Ratings

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

6. Agency's Insurance Shall Be Primary

Agency's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to

Agency. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Agency coverage.

7. Waivers of Subrogation

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

8. Subcontractor Insurance Coverage Requirements

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

9. Deductibles and Self-Insured Retentions (SIRs)

Agency's policies shall not obligate the County to pay any portion of any Agency deductible or SIR. County retains the right to require Agency to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Agency'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.

10. 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 MOU. Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.

11. Application of Excess Liability Coverage

Agency 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.

12. **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.

13. **Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Agency 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.

14. **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.

XII. INSURANCE COVERAGE

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
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 Agency's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
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 Agency 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Agency'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.

4. **Sexual Misconduct Liability** insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
5. **Professional Liability-Errors and Omissions** insurance covering Contractor's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and two (\$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 MOU's expiration, termination or cancellation.

XIII. SUBCONTRACTING

1. The requirements of this Agreement may not be subcontracted by the Agency **without the advance approval of the County**. Any attempt by the Agency to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
2. If the Agency desires to subcontract, the Agency shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
3. The Agency shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Agency's employees.
4. The Agency shall remain fully responsible for all performances required of it under this Agreement, including those that the Agency has determined to subcontract, notwithstanding the County's approval of the Agency's proposed subcontract.
5. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Agreement. The Agency is responsible to notify its Subcontractors of this County right.

6. The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractors employees. After approval of the subcontract by the County, Agency shall forward a fully executed subcontract to the County for their files.
7. The Agency 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. The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee may perform any work hereunder. The Contractor shall ensure delivery of all such documents to:

**Susana Barrera, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

E-mail address: Susana.barrera@probation.lacounty.gov

XIV. AMENDMENTS

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversations by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or the method of compensation shall be incorporated into this MOU by a written amendment that is properly executed.

XV. TERMINATION

Either party may terminate this MOU, in whole or in part, for any reason whatsoever with thirty (30) calendar days of advance written notice for the other party.

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IN WITNESS WHEREOF, the County and Agency have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of Agency for the warrants that he or she is authorized to bind Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
TERRI L. MCDONALD
CHIEF PROBATION OFFICER

Date

URBAN STRATEGIES

By 
DIRECTOR
Matt Rueckert

August 19, 2019

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By 
NANCY M. TAKADE
PRINCIPAL DEPUTY COUNTY COUNSEL

9/3/2019

Date