



DEPARTMENT OF CHILDREN AND FAMILY SERVICES

**REQUEST FOR PROPOSALS
TO PROVIDE**

**COMMERCIAL SEXUAL EXPLOITATION (CSE)
ADVOCACY SERVICES**

November 5, 2018

**Prepared By
County of Los Angeles**

RFP # 18-0021

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APPENDICES:

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Statement of Work:** Explains in detail the required services to be performed by the contractor.
- C Statement of Work Exhibits/Technical Exhibits:** Attachments which accompany the Statement of Work.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Request For Proposal (RFP) Transmittal to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- G Contractor Employee Jury Service:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program
- K Determination of Contractor Non-Responsibility and Contractor Debarment**
- L Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- M Defaulted Property Tax Reduction Program:** County Code

1 INTRODUCTION

- 1.1** The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals for a contract with organizations that can provide Advocacy Services to Commercially Sexually Exploited Children (CSEC) and children and youth that are at-risk of Commercial Sexual Exploitation.
- 1.2** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation
- 1.3** CSE Advocacy Services will be separated into six (6) First Responder Protocol (FRP) areas (Exhibit 11, Appendix C). This solicitation will result in six separate contracts, one for each FRP area. Proposers may submit proposals for individual FRP areas or all FRP areas. If submitting for multiple FRP areas, proposers must rank the FRP areas by preference, as the highest ranked proposer will have priority on their preferred pre-selected FRP area. The highest ranked proposer will be awarded a contract for their top two (2) preferred pre-selected FRP areas. The next highest rated proposer will be awarded their top two (2) preferred FRP areas, given that the areas were not already selected. This process will continue until all six (6) FRP area contracts have been awarded.

2 PURPOSE-AGREEMENT FOR ADVOCACY SERVICES

2.1 Sample Agreement: County Terms and Conditions

2.1.1 Contractor shall be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

2.1.2 Anticipated Contract Term

The contract term is anticipated to be for a period of one (1) year with two (2) optional one (1) year extension periods, for a total of three (3) years. The contract is anticipated to commence on or about September 10, 2019, or date of execution by the County's Board of Supervisors, whichever is later. Contingent upon the available funding, the term of the contract may also be extended beyond the stated expiration date, for a period not to exceed six (6) months from the last day of the contract term, if such additional time is necessary to complete the negotiation or solicitation of a new contract. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

2.1.3 Contract Rates

The contractor's rates shall remain firm and fixed for the term of the contract.

2.1.4 Funding

The CSE Advocacy Services are funded by the State of California's Sexually Exploited Children's Program (Senate Bill 855).

2.1.5 Days of Operation

The contractor shall be required to provide Advocacy Services Monday through Friday from 8 am to 5 pm, PST. Contractor may also be required to provide advocacy services on evenings, weekends, and holidays as needed. Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to provide First Responder Protocol (FRP) crisis response.

2.1.6 Indemnification and Insurance

Contractor shall be required to comply with the provisions contained in Paragraph 8.27 (Indemnification) of Appendix A (Sample Contract). The contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.28 (General Provisions for all Insurance Coverage) and Paragraph 8.29 (Insurance Coverage) of Appendix A (Sample Contract).

2.1.7 Health Insurance Portability and Accountability Act of 1996 (if applicable)

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit Q (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) of Appendix A (Sample Contract).

2.2 Statement of Work

2.2.1 The Contractor shall provide advocacy services throughout the County of Los Angeles to CSEC, CSEC Transitional Age Youth (TAY), and youth identified as at-risk of Commercial Sexual

Exploitation (CSE), ages 11-21 (hereinafter "Participant") or CSEC who are non-minor dependents (18-21 years old), and their families. CSE Advocacy Services shall include but are not limited to, crisis response, engagement, referral and assessment; stabilization through participation in Multi-Disciplinary Team (MDT) meetings; support for participants during court proceedings (e.g. testifying against their trafficker); linkages to outside support services; and provide parent advocacy. The Contractor shall provide crisis response utilizing the County's FRP within the "Areas" listed in Technical Exhibit 11 (FRP Areas) of Appendix C (Statement of Work Technical Exhibits) for which FRP services are being proposed. The County (DCFS and Probation Department) anticipates making up to seventy-five (75) referrals per FRP area per contract year.

3 PROPOSER'S MINIMUM QUALIFICATIONS

- 3.1** Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix B (Statement of Work) are invited to submit a proposal(s), provided they meet the following mandatory requirements:
 - 3.1.1** Proposer must demonstrate that they have a minimum of two (2) years of experience within the last five (5) years working with Commercially Sexually Exploited Children (CSEC).
 - 3.1.2** The Contractor's Project Director (CPD) shall have provided the required or similar services for a minimum of one (1) year within the last three (3) years.
 - 3.1.3** Proposer must demonstrate that they have the ability to reach the Participant within 90 minutes of receiving the referral in the proposed FRP area.
 - 3.1.4** Proposer must attend a Mandatory Proposer's Conference.
 - 3.1.5** Proposer must not be currently debarred from doing business with the County of Los Angeles.
- 3.2** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, 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.

4 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Contract Execution

4.1.1 The County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

4.2 Final Contract Award by the Board of Supervisors

4.2.1 Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract. The awarded proposer's proposal, and any changes to the terms and condition accepted by the proposer and the County during negotiations will be included in the executed contract.

4.3 County's Option to Reject Proposals

4.3.1 Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.4 County's Right to Amend Request for Proposals

4.4.1 The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not

previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and 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.

4.5 Background and Security Investigations

4.5.1 Background and security investigations of contractor's staff are required as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 4.5.1.1 through 4.5.1.6. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County. Contractor must ensure that Advocates and Survivor Advocates obtain the level of clearance that the Probation Department (Probation) requires.

4.5.1.1 The Contractor shall submit the names of the Contractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or Sub-Contractor's employees. The County shall have the right to conduct background investigations of the Contractor's or Sub-Contractor's employees at any time. **The Contractor's or Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

4.5.1.2 No personnel employed by the Contractor or Sub-Contractor for this service having access to DCFS or Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

4.5.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from

employment or continued employment of any individual performing services under this contract.

4.5.1.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.

4.5.1.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

4.5.1.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees, the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

4.6 County's Quality Assurance Plan

4.6.1 After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix B (Statement of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's 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 the contract in whole or in part, or impose other penalties as specified in the contract.

5 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) DCFS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the

recommended proposer; and 3) DCFS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

5.1.2 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 proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", proposer 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.

5.2 Contact with County Personnel

5.2.1 All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Geoffrey Nowak, Contract Analyst
County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Email address: Nowakg@dcfs.lacounty.gov

If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

5.3 Mandatory Requirement to Register on County's WebVen

5.3.1 Prior to a contract award, all potential contractors must register in the County's WebVen. WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

5.4.3.1 Review of Solicitation Requirements (reference Paragraph 7.4 in proposal Submission Requirements Section)

5.4.3.2 Review of Disqualified Proposal (reference Paragraph 8.3 in Selection Process and Evaluation Criteria Section)

5.4.3.3 Review of Proposed Contractor Selection (reference Paragraph 8.6 in Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

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

5.6 Confidentiality and Independent Contractor Status

5.6.1 As appropriate, contractor shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.26 (Independent Contractor Status), contained in Appendix A (Sample Contract).

5.7 Conflict of Interest

5.7.1 No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

5.8 Determination of Proposer Responsibility

5.8.1 A responsible proposer is a proposer 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 proposers.

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County

contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.

5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer'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 omission 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.

5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department shall notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.

5.8.6 These terms shall also apply to proposed subcontractors of proposers on County contracts.

5.9 Proposer Debarment

5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer'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.

- 5.9.2** If there is evidence that the apparent highest ranked proposer may be subject to debarment, the Department shall notify the proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4** After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the 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 the Contractor Hearing Board.
- 5.9.5** If a proposer has been debarred for a period longer than five (5) years, that proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the proposer 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.

- 5.9.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7** The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 the Contractor Hearing Board.
- 5.9.8** These terms shall also apply to proposed subcontractors of proposers on County contracts.
- 5.9.9** Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

- 5.10.1** Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment

proceedings against the non-compliant contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of the contract or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

5.11.2 Proposer Notification to County

A proposer shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

5.12.1 The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation

process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their proposal.

5.13 Federal Earned Income Credit

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

5.14 Consideration of Hiring GAIN-GROW Participants

5.14.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the 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 the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the 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.

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

5.15 Recycled Bond Paper

5.15.1 Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.44 (Recycled Bond Paper) of Appendix A (Sample Contract).

5.16 Safely Surrendered Baby Law

5.16.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at www.babysafela.org.

5.17 Jury Service Program

5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.2 The Jury Service Program requires contractors and their subcontractors to 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 (5) 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 deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "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) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. 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.

5.17.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.4 If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company

5.18.1 The proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer 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. This information shall be provided by the proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.19 Proposer's Charitable Contributions Compliance

- 5.19.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix L (Background and Resources: California Charities Regulation). New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 5.19.2** All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 11 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Exhibit 11 (Charitable Contributions Certification) is a required part of any agreement with the County.
- 5.19.3** In Exhibit 11 (Charitable Contributions Certification), prospective contractors certify either that:
- 5.19.3.1** They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become

subject to coverage of those laws during the term of a County agreement,

- OR -

5.19.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.19.4 Prospective County contractors that do not complete Exhibit 11 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.20 Defaulted Property Tax Reduction Program

5.20.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix M (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 8.61 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.48 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 12 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.21 Time Off for Voting

5.21.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors 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.

5.22 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking

5.22.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.9 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

5.23 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.23.1 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).

5.23.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request 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.

5.23.3 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.

5.23.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.24 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, 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 (Section 12952).

Contractors are required to complete Exhibit 15 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

6 COUNTY'S PREFERENCE PROGRAMS

6.1 Overview of County's Preference Programs

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain

certification are further explained in paragraphs 6.2, 6.4, and 6.5 of this solicitation.

- 6.1.3** In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5** The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise (LSBE) Preference Program

- 6.2.1** The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 6.2.2** To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 6.2.3** Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D – Required Forms and submit a letter of certification from the DCBA with their proposal.
- 6.2.4** Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2,

Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Social Enterprise (SE) Preference Program

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.

6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or

- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Exhibit 7, Request for Preference Program Consideration in Appendix D - Required Forms and submit a letter of certification from the DCBA with their proposal.

6.5.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

7 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Submission Information

7.1.1 Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to proposers in how to prepare and submit their proposal.

7.2 Truth and Accuracy of Representations

7.2.1 False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in

this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the final proposal submission date.

7.3 RFP Timetable

7.3.1 The timetable for this RFP is as follows:

- Release of RFP 11/05/18
- Request for a Solicitation Requirements Review Due 11/20/18
- Written Questions Due (optional)..... 12/10/18
- **Mandatory Proposers' Conference** 12/14/18
- Questions and Answers Released.....01/08/19
- **Proposals due by 12:00 p.m.** 01/22/19
- Deadline to Request Disqualification Review due02/05/19
- Tentative Award Recommendation 04/01/19
- Deadline to Request Review of Proposed Contractor Selection.04/10/19
- Board Hearing (on or about)09/10/19
- Anticipated Contract Start Date (on or about)09/10/19

7.4 Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to the Department conducting the solicitation as described in Paragraph 7.4 (Solicitation Requirements Review). A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

7.5 Proposers' Conference

7.5.1 Mandatory Proposers' Conference

A Mandatory Proposers' Conference will be held to discuss the RFP. County staff will respond to questions from potential Proposers. All potential Proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Date: December 14, 2018
Time: 9:00 a.m., PST
Location: MacLaren Children's Center
4024 North Durfee Road, Room #230
El Monte, CA 91732

7.6 Proposers' Questions

- 7.6.1** Proposers may submit written questions regarding this RFP by mail fax or e-mail to the individual identified below. All questions must be received by December 10, 2018 at 12:00 p.m. All questions, without

identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from proposer. Questions should be addressed to:

Geoffrey Nowak, Contract Analyst
County of Los Angeles
Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
E-mail address: nowakg@dcfs.lacounty.gov
Fax #: 213-637-2554

7.7 Preparation of the Proposal

Each proposal submitted shall include 1) a Business Proposal and 2) a Cost Proposal. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion. Proposer must identify the FRP Areas for which services are being proposed in Exhibit 1 of Required Forms. Proposer can select up to six FRP Areas to provide services, and must acknowledge the 90-minute response time requirement listed in the Section 3, Proposer's Minimum Qualifications. The FRP Area(s) selected must be ranked in order of preference from one to six, with one being the highest preference and six being the lowest. For FRP Area(s) not selected, Proposer shall mark "N/A."

7.7.1 All proposals must be bound and submitted in the prescribed format below:

7.7.2 One (1) original proposal and three (3) copies must be typewritten or word-processed on 8 ½" X 11" white bond paper with 1" margin at all borders.

7.7.3 The proposal and copies must be securely bound in a three-ring

binder or other protective covering. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion.

7.7.4 The proposal and copies' cover binders must state the title of the RFP "Commercial Sexual Exploitation Advocacy Services RFP", the name of your organization, and Service Planning Area where the proposer plans to provide Advocacy services.

7.7.5 Each page must be clearly and consecutively numbered, including all attachments.

7.7.6 A PDF copy shall be included with the original proposal in a USB drive.

7.8 Business Proposal Format

The Business Proposal Format must not exceed 38 pages using 12 point, Arial font, single-sided, single spaced, with 1" margins at all borders for the following sections:

- Transmittal Letter should not exceed – four (4) pages
- Executive Summary should not exceed – three (3) pages
- Proposer's Qualifications should not exceed – six (6) pages
- Proposer's Approach to providing required services should not exceed – twenty (20) pages
- Quality Assurance Plan should not exceed – five (5) pages
- Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to
- Business Proposal Required Forms

Note: The limitation of (38) pages for the business proposal format relates to the four (4) narratives, including the Executive Summary (Section A), the Proposer's Qualifications (Section B), the Program Approach (Section C), and the Quality Assurance Plan (Section D). The attachment section should not exceed twenty (20) pages and may be included after the Quality Assurance Plan at the end of the narrative. All attachments should be referenced in the narrative sections of the proposal. Examples include Memorandums of Understandings (MOUs), letters of support, Proposer-created forms, diagrams and other relevant attachments are allowable beyond the thirty-eight (38) page limit. Formatting requirements do not apply to the Attachment Section.

7.8.1 The content and sequence of the proposal must be as follows:

- 7.8.1.1** Proposer’s Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- 7.8.1.2** Table of Contents
- 7.8.1.3** Transmittal Letter
- 7.8.1.4** Executive Summary (Section A)
- 7.8.1.5** Proposer’s Qualifications (Section B)
- 7.8.1.6** Proposer’s Approach to Provide Required Services (Section C)
- 7.8.1.7** Proposer’s Quality Control Plan (Section D)
- 7.8.1.8** Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)
- 7.8.1.9** Business Proposal Required Forms (Section F)
- 7.8.1.10** Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in any resultant Contract or the proceeds thereof. The page must include the signature of the person authorized by their Board of Directors to bind the Proposer in a Contract, as follows: (See format below).

Respectfully submitted,

(Firm or Corporate Name)

By _____
Print Name _____
Its _____
(Title, i.e., President, V.P., etc.)

By _____

Print Name _____
Its _____
(Title, i.e., President, V.P., etc.)

Date _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____
Federal Tax Identification Number _____

7.8.2 Proposer’s Organization Questionnaire/Affidavit and Required Support Documentation

The proposer shall complete, sign and date Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the proposer and to bind the applicant in a contract.

Taking into account the structure of the proposer’s organization, proposer shall determine which of the below referenced supporting documents the County requires. If the proposer’s organization does not fit into one of these categories, upon receipt of the proposal or at some later time, the County may, in its discretion, request additional documentation regarding the proposer’s business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of proposal submission, proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

7.8.3 Required Support Documents:

Corporations or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

- 1) A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

7.8.4 Limited Partnership:

The proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

7.8.5 Table of Contents

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section and paragraph reference numbers.

7.8.6 Transmittal Letter

The Transmittal Letter shall not exceed four (4) pages, which are allowable beyond the thirty-eight (38) page limit. The Transmittal Letter shall be on the Proposer's letterhead stationery. Proposer-created forms, diagrams, and other relevant attachments are allowable beyond the thirty-eight (38) page limit, and may be attached at the end of each of the four (4) narratives. The Transmittal letter should only be included once prior to Section A of the Business Proposal. The Transmittal Letter shall include: (1) Proposer's legal business name and legal business status (i.e., partnership, corporation, etc.); (2) address, telephone, and facsimile numbers of the person(s) to be used for contact; (3) **the name and original signatures of the persons identified on the agency's Board Resolution as authorized to sign on behalf of Proposer and to bind the agency in a Contract;** (4) the number of years in business under the present name; (5) the programs the agency is attempting to qualify; (6) which target population category the proposer is attempting to serve; (7) the number of years of experience the proposer has had in providing the required services identified in Exhibit B, Statement of Work (as applicable); and (8) Proposer's disclosure (if any) of any employee or any other person acting on proposer's behalf, who is within the purview of County Code Section 2.180.010.

The Transmittal Letter addressed to:

Claudia Pineda, Section Manager
Department of Children and Family Services
Contracts Administration Division, Section 4
425 Shatto Place, 4th Floor, Room 400
Los Angeles, CA 90020

7.8.7 Executive Summary (Section A)

Condense and highlight the contents of the proposer's Business Proposal to provide Department of Children and Family Services and Department of Probation with a broad understanding of the proposer's approach, qualifications, experience, and staffing.

7.8.8 Proposer's Qualifications (Section B)

Demonstrate that the proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

7.8.8.1 Proposer's Background and Experience (Section B.1)

1. Provide a summary of relevant background information to demonstrate that the proposer meets the minimum requirement(s) of two (2) years' experience within the last five (5) years working with Commercially Sexually Exploited Children (CSEC) stated in Section 3 (Proposer's Minimum Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity. Any minimum requirements listed in Section 3 (Proposer's Minimum Qualifications) may also be listed in Paragraph 7.8.8 (Proposer's Qualification, Section B).
2. Provide the Project Director's resume to demonstrate one (1) year of experience within the last three (3) years providing the required or similar service. Proposer must provide a diploma for Project Director to reflect a bachelor's degree in social work, criminal justice, public policy, psychology, sociology or a related field. Proposer must provide evidence that Project Director is a current employee of the agency, and resume must include dates for the positions listed.
3. Demonstrate the ability to reach the Participant within 90 minutes of receiving the referral in the proposed FRP area.

7.8.8.2 Proposer's References (Section B.2)

It is the proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms).

1. County may disqualify a proposer as non-responsive and/or non-responsible if:
 - a) references fail to substantiate proposer's description of the services provided; or
 - b) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or
 - c) the Department is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.
2. The proposer must complete and include the following Required Forms:
 - a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms). Proposer must provide five (5) references where the same or similar scope of services was provided.
 - b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
 - c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms). Listing must include contracts terminated within the past three (3) years with a reason for termination.

7.8.8.3 Proposer's Financial Capability (Section B.3)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2017 and 2016) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. 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 if so stamped on each page.

7.8.8.4 Proposer's Pending Litigation and Judgments (Section B.4)

Identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

7.8.9 Proposer's Approach to Provide Required Services (Section C)

The Proposer's approach to Provide Required Services Section of the Business Proposal shall present a description of the techniques that the firm will employ in meeting the objectives described in Appendix B (Statement of Work). This section shall be a comprehensive plan to show how the Proposers will provide the services requested by the County including, but not limited to the requirements in Part D, Section 9 (Scope of Work) of Appendix B (Statement of Work).

- Method of providing required services;
- Plan for maintaining confidentiality and security; and
- Plan for handling emergency conditions (e.g. blackouts, work stoppage).

Reference to, or repetition of scope, objectives, and requirements from this RFP does not constitute a “good understanding” of the project. Complete, yet concise, supplementary procedures, methods explanations and descriptions are also required to make possible the County’s evaluation as to the Proposer’s understanding. See Business Proposal evaluation and criteria (Section 8.4).

7.8.10 Proposer’s Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B (Statement of Work) and the Performance Requirements Summary Chart in Exhibit 18 of Appendix C (Technical Exhibits).

The following factors may be included in the plan:

- 7.8.10.1** Activities to be monitored to ensure compliance with all contract requirements;
- 7.8.10.2** Monitoring methods to be used;
- 7.8.10.3** Frequency of monitoring;
- 7.8.10.4** Samples of forms to be used in monitoring;
- 7.8.10.5** Title/level and qualifications of personnel performing monitoring functions; and
- 7.8.10.6** Documentation methods of all monitoring results, including any corrective action taken.

Each Proposer will be evaluated on their description of the methodology to be used to meet the County’s required information provided in Section D of their proposal.

Proposals shall address ALL of its outlined required elements, which shall also include how the Proposer will:

- 7.8.10.7** Describe how the organization will ensure uninterrupted services to DCFS in the event of work stoppage or emergent staffing shortage due to illness, vacation and absences.
- 7.8.10.8** Describe how the organization will identify and

prevent deficiencies in the quality of service performed before the level of performances becomes unacceptable.

7.8.10.9 Describe the agency's method in providing services in accordance with the Core Practice Model.

7.8.11 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Section 14 Green Initiatives of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.8.12 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)

7.8.12.1 It is the duty of every proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

7.8.12.2 Section E of proposer's response must include:

1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A (Sample Contract).
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in Appendix B (Statement of Work); and

For each exception, the proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, to the proposer's price.

7.8.12.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a ‘red-lined’ version of the language in question. The County relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at the County’s sole discretion, from later making such exceptions.

The County reserves the right to determine if proposers’ exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

7.8.13 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- Exhibit 1 Proposer’s Organization Questionnaire/Affidavit and CBE Information
- Exhibit 2 Prospective Contractor Reference
- Exhibit 3 Prospective Contractor List of Contractors
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Program Consideration
- Exhibit 8 Proposer’s EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Charitable Contribution Certification
- Exhibit 12 Certification of Compliance With The County’s Default Property Tax Reduction Program
- Exhibit 13 Zero Tolerance Policy on Human Trafficking Certification

- Exhibit 14 Integrated Pest Management (IPM) Program Compliance Certification
- Exhibit 15 Compliance with Fair Chance Employment Hiring Practices Certification
- Exhibit 16 Transmittal Letter
- Exhibit 17 Offer to Perform and Acceptance of Terms and Conditions
- Exhibit 18 Agency Involvement in Litigation and/or Contract Compliance Difficulties
- Exhibit 19 List of Subcontractors
- Exhibit 20 List of Current Members of Board of Directors/Other Agencies
- Exhibit 21 Audited Financial Statement
- Exhibit 22 Certificate of Insurability
- Exhibit 23 Organizational Data
- Exhibit 24 Secretary of State Filings – Statement of General Information
- Exhibit 25 List of Proposer’s Commitments
- Exhibit 26 Agency Involvement in Litigation and/or Contract Compliance Difficulties
- Exhibit 27 Revenue Disclosure
- Exhibit 28 Copies of Licenses, Certificates and Permits

All information contained in proposals is subject to public disclosure under the Public Records Act. Proposers are advised to redact all personal information, such as home addresses and personal phone numbers of Proposer’s staff, from copies of all licenses, certifications, permits, Board resolutions, resumes, etc.

7.9 Cost Proposal Format

The Cost Proposal must be clearly labeled by indicating the name of the organization and the FRP Area its being submitted for, to reflect content and service levels as appropriate.

7.9.1 The content and sequence of the proposal must be as follows:

- 7.9.1.1** Cover Page identifying, at a minimum, the RFP and the proposer’s name and the FRP area.

- 7.9.1.2 Exhibit 29 (Pricing Sheet) in Appendix D (Required Forms).
- 7.9.1.3 Exhibit 30 (Budget Narrative) in Appendix D (Required Forms).
- 7.9.1.4 Exhibit 31 (Sample Budget) in Appendix D (Required Forms).
- 7.9.1.5 Exhibit 32 (Declaration to Enter into Contract Negotiations After Default of Original Contractor for Commercial Sexual Exploitation Advocacy Services) in Appendix D (Required Forms).
- 7.9.1.6 Exhibit 33 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms).

7.10 Withdrawal of Proposal

7.10.1 Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.11 Proposal Submission

7.11.1 The original Business Proposal and four (4) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

**"BUSINESS PROPOSAL FOR COMMERCIAL
SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES"**

The original Cost Proposal and three (3) copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

**"COST PROPOSAL FOR COMMERCIAL
SEXUAL EXPLOITATION (CSE) ADVOCACY SERVICES"**

The proposal(s) shall be delivered to:

County of Los Angeles
Department of Children and Family Services
425 Shatto Place, Room 400, Section 4
Los Angeles, CA 90020
Attention: Geoffrey Nowak, Contract Analyst

Proposers are highly encouraged to submit proposal(s) in person. It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of three hundred sixty-five (365) days following the last day to submit proposals. If the selected Contractor defaults, the next qualified Proposer agrees to enter into a Contract to provide Services reflected in this RFP, and Appendix B, Statement of Work by signing Exhibit 32 Declaration to Enter into Contract Negotiations After Default.

8 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **January 22, 2019**.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

Proposals received by the proposal submission deadline will be reviewed for responsiveness and responsibility of the selection process. Proposals received after the deadline are non-

responsive and will be returned to the Proposer.

Any Proposer who submits a proposal that is incomplete or has incomplete or missing forms may be disqualified and their proposal eliminated from further consideration at the discretion of the County.

Review of the proposals will be made by the Contract Analyst. The review is a pass or fail determination of the Proposer's adherence to proposal format and instruction listed in Section 3, Proposer's Minimum Requirements.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. Potential deductions will be made for the Contractor Alert Reporting Database (CARD), inability to contact Proposer's reference(s), and significant exceptions to the Terms and Conditions of the Sample Contract. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective contractor has been selected, the County and the prospective contractor(s) will negotiate a contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

8.2 Adherence to Minimum Requirements (Pass-Fail)

8.2.1 County shall review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D

(Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Requirements) of this RFP.

Failure of the proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present. Contractor shall identify the FRP areas for which they are proposing to provide service.

8.3 Disqualification Review

8.3.1 A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified per Paragraph 5.8 (Determination of Proposer Responsibility).

8.4 Business Proposal Evaluation and Criteria (70%- 7,000 Maximum Points)

8.4.1 Any reviews conducted during the evaluation of the proposal may result in a point reduction.

8.4.2 Proposer's Qualifications (10% - 1,000 Maximum Points)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Paragraph 7.8.8.1 (Proposer's Background and Experience (Section B.1) of the proposal.

8.4.2.1 The proposal will be evaluated on the Proposer's organization having the most appropriate experience with a minimum of two (2) years' experience within the last five (5) years working with Commercially Sexually Exploited Children, as outlined in RFP, Section B.1, page 31. (500 maximum points)

8.4.2.2 The proposal will be evaluated on the Proposer's Project Director demonstrating a minimum of one (1) year experience within the last three (3) years providing the required or similar service and holding a Bachelor's degree in social work, criminal justice, public policy, psychology, sociology or a related field and is a current employee of the agency. Resume should include dates for the positions listed. (500 maximum points)

8.4.3 Proposer's References (6% - Possible Points to 600 Points)

Proposer will be evaluated on the verification of three (3) of five (5) references provided in Paragraph 7.8.8.2, Proposer's References (Section B.2), of the proposal. Proposers are allowed to use their contracts with other County Departments, local, state and federal resources as references for this RFP. **However, Proposers are not allowed to use their contracts with DCFS or Probation as a reference for this solicitation.**

8.4.3.1 Proposer's List of All Terminated Contracts (Possible Point Deductions of up to 600 Points)

An evaluation will be made of the number and type of contract terminations.

8.4.4 Proposer’s Contractor Alert Reporting Database (CARD) Review (Possible Point Deductions up to 600 Points)

In addition to the references provided, a review will include the County’s Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

8.4.5 Proposer’s Financial Capability (4% - 400 Maximum Points)

A review will be conducted to evaluate the proposer’s financial capability as provided in Paragraph 7.8.8.3 (Proposer’s Financial Capability (Section B.3) of the proposal.

8.4.6 Proposer’s Pending Litigation and Judgments (Possible Point Deductions up to 600 Points)

A review will be conducted to determine the significance of any litigation or judgments pending against the proposer as provided in Paragraph 7.8.8.4 (Proposer’s Pending Litigation and Judgment (Section B.4) of the proposal.

8.4.7 Proposer’s Approach to Providing Required Services (45%-4,500 Maximum Points)

The proposal will be evaluated based on its description of the methodology to be used to meet the County’s requirements based on information provided in Paragraph 7.8.9 (Proposer’s Approach to Provide Required Services (Section C) of the proposal, and Section 9.0 (Scope of Work) of Appendix B SOW.

8.4.7.1 Advocacy Services (2,000 Maximum Points)

8.4.7.1.1 The proposal will be evaluated on its description of Proposer’s proposed advocacy services to support the Participant, while stabilizing and building the participant’s support system and self-sufficiency skills, and meet requirements outlined in Appendix B, SOW, Part D, Contractor’s General Responsibility, 4.0 Advocates, and 9.2.1

Advocacy Services for FRP Response. (175 maximum points)

- 8.4.7.1.2 The proposal will be evaluated on description of Proposer's proposed procedures to coordinate the face-to-face contact with participant and parent/guardian (as appropriate) within timelines defined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.2 Advocacy Services for Ongoing Assessment, Case Management and Service Delivery, Subparagraphs 9.2.2.1.2 and 9.2.2.1.7. (165 maximum points)
- 8.4.7.1.3 The proposal will be evaluated on Proposer's proposed procedures to provide an introductory packet with required information for parent/guardian, meet the requirement outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.2 Advocacy Services for Ongoing Assessment, Case Management and Service Delivery, Subparagraph 9.2.2.1.3. (165 maximum points)
- 8.4.7.1.4 The proposal will be evaluated on description of Proposer's proposed procedures to complete initial intake and individualized need assessment to determine the participant's advocacy needs, and the procedures to provide the initial intake, assessment, and safety plan to County within fourteen (14) days of referral meet the requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.2 Advocacy Services for Ongoing Assessment, Case Management and Service Delivery, Subparagraph 9.2.2.1.5. (165 maximum points)
- 8.4.7.1.5 The proposal will be evaluated on Proposer's proposed procedures to create and complete a Phase II Advocacy Plan for the Participant's on-going stabilization, and to provide the plan to the County within fourteen (14) days of the

Participant's transition to Phase II to meet the requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.2 Advocacy Services for Ongoing Assessment, Case Management and Service Delivery, Subparagraph 9.2.2.2. (165 maximum points)

8.4.7.1.6 The proposal will be evaluated on Proposer's proposed procedures to prepare a Transition Plan and submit it to the County within fourteen (14) days of the Participant's transition to Phase III to meet the requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.2 Advocacy Services for Ongoing Assessment, Case Management and Service Delivery, Subparagraph 9.2.2.3.1. (165 maximum points)

8.4.7.1.7 The proposal will be evaluated on Proposer's description of how they will be available twenty-four (24) hours a day, seven (7) days a week to respond to First Responder Protocol Team (FRP) crisis calls from the County's FRP team, as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.1 Advocacy services for FRP response, Section 9.2.1.4 (200 maximum points)

8.4.7.1.8 The proposal will be evaluated on Proposer's description of how they will arrive at the specified location within 90 minutes of receiving the crisis call, as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.0 Scope of Work, 9.2.1 Advocacy services for FRP response, Section 9.2.1.4 and 9.2.1.5 (200 maximum points)

8.4.7.1.9 The proposal will be evaluated on Proposer's description of how they will engage the Participant using best practice approaches to include ensuring the Participant's basic needs are met; providing humanitarian bags/clothing; explaining the process to the Participant;

participating in the MDT meeting at the staging area with the County agencies, the Participant, and parent/guardian (if present); assisting in the development of a safety plan in collaboration with MDT; remaining with the Participant for up to seventy-two (72) hours, as determined by the MDT, etc., as outlined in Appendix B, SOW, Section 9.2.1.6 and its sub paragraphs 9.2.1.6.1 to 9.2.1.6.10. (200 maximum points)

8.4.7.1.10 The proposal will be evaluated on Proposer's plan to engage the youth and family to meet the immediate needs of the client, as outlined in Appendix B, SOW, Section Part D, 9.0 Scope of Work, Section 9.21.6, Subparagraph 9.2.1.6.1. (200 maximum points)

8.4.7.1.11 The proposal will be evaluated on Proposer's plan to monitor plan to track the efficiency of the services required in the SOW in achieving the goals set in Section 15.0 Performance Outcome Measure Summary. (200 maximum points)

8.4.7.2 Survivor Advocacy Services (1,000 Maximum Points)

The Proposal will be evaluated on the description of methodology to be used to meet County's requirements in the Statement of Work, including, by not limited to the tasks/deliverables stated below.

8.4.7.2.1 The proposal will be evaluated on Proposer's proposed procedures to provide survivor advocacy services provided by a CSEC survivor, which includes stabilization and engagement; support for participant testifying against their trafficker; crisis response to increase and support stabilization, and re-victimization; and co-facilitation of educational workshops meet the requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.3 Survivor Advocacy Services. (250 maximum points)

8.4.7.2.2 The proposal will be evaluated on Proposer's proposed procedures to conduct face-to-face contact with the Participant and parent/guardian (as appropriate) within forty-eight (48) hours of receiving the request from the County to meet requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.3, Survivor Advocacy Services, Subparagraph 9.2.3.2. (250 maximum points)

8.4.7.2.3 The proposal will be evaluated on Proposer's proposed procedures to conduct face-to-face contact with the Participant, contact via phone, text, or other forms of social media as deemed necessary for stabilization as outlined in the advocacy plan or as needed to meet the requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.3, Survivor Advocacy Services, Subparagraph 9.2.3.3. (250 maximum points)

8.4.7.2.4 The proposal will be evaluated on Proposer's proposed procedures to conduct bi-monthly face-to-face contact with the Participant and weekly contact via phone, text, or other forms of social media once the Participant has been stabilized, meet the requirements outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.3 Survivor Advocacy Services, Subparagraph 9.2.3.4. (250 maximum points)

8.4.7.3 Parent Advocacy Services (1,000 Maximum Points)

The Proposal will be evaluated on Proposer's description on the methodology to be used to meet or exceed the County's requirements in the Statement of Work, including, but not limited to, the tasks/deliverables stated below.

8.4.7.3.1 The proposal will be evaluated on Proposer's description of how parent advocacy services will be provided by parent with prior experience in the child/welfare or probation system, or by a parent with a child who is the

victim of commercial sexual exploitation outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.5 Parent Advocacy Services, Subparagraphs 9.2.5 through 9.2.5.7. (200 maximum points)

- 8.4.7.3.2 The proposal will be evaluated on Proposer's description of how parent advocacy services will be provided to include support, information, and mentorship to parents whose children have been victimized through the sex industry and co-facilitate support groups for parents to provide them with tools and opportunities to learn engagement strategies as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.5, Parent Advocacy Services, Subparagraph 9.2.5.3. (200 maximum points)
- 8.4.7.3.3 The proposal will be evaluated on Proposer's description of how they will make face-to-face contact with Participant and parent/guardian within forty-eight (48) hours of receiving referral as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.5, Parent Advocacy Services, Subparagraph 9.2.5.1. (200 maximum points)
- 8.4.7.3.4 The proposal will be evaluated on Proposer's description of how they will provide weekly face-to-face contact with the parent/guardian and Participant (as needed) to provide support needed during the first month of service or longer if deemed necessary for stabilization and in accordance with the advocacy plan as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.5, Parent Advocacy Services, Subparagraph 9.2.5.2 (200 maximum points)
- 8.4.7.3.5 The proposal will be evaluated on Proposer's description of how they will facilitate CSE Parent Prevention and Intervention workshops for parents, as outlined in Appendix B, SOW Part D, Contractor's Responsibility, 9.2.5,

Parent Advocacy Services, Subparagraph 9.2.5.3. (200 maximum points)

8.4.7.4 Youth Workshops, Trainings, and other Empowerment Activities (500 Maximum Points)

The proposal will be evaluated on the Proposer's description and methodology to be used to meet or exceed the County's requirements in the Statement of Work, including, but not limited to, the tasks/deliverables stated below.

8.4.7.4.1 The proposal will be evaluated on Proposer's description on how they will provide County's CSE Prevention, Intervention for CSE youth/parents, Transition Skills, Job Readiness, and Educational Workshops weekly or as prescribed by the County as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.6 Youth Workshops, Trainings, and other Empowerment Activities. (125 maximum points)

8.4.7.4.2 The proposal will be evaluated on Proposer's description of how they will provide transportation for Participants to workshops as needed as outlined in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.6, Youth Workshops, Trainings, and other Empowerment Activities. (125 maximum points)

8.4.7.4.3 The proposal will be evaluated on how well Proposer's proposed empowerment activities meet the requirements specified in Appendix B, SOW, Part D, Contractor's Responsibility, 9.2.4 Workshop, and Event Coordinator, Subparagraph 9.2.4.2. (125 maximum points)

8.4.7.4.4 The proposal will be evaluated on Proposer's strategies to increase stability, and how well the proposed strategies meet the requirements specified in Appendix B, SOW, Part D, Contractor's Responsibility, Section

10.3, Performance Measures. (125 maximum points)

8.4.8 Proposer's Quality Control Plan (5% - 500 Maximum Points)

The proposal will be evaluated on Proposer's demonstrated ability to establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided. Evaluate whether the Control Plan covered all the requirements listed on the Performance Requirements Summary in Technical Exhibit 18 (Performance Requirements Summary Chart) of Appendix C, SOW (Statement of Work Technical Exhibits).

The following factors may be included in the plan:

- 8.4.8.1 Activities to be monitored to ensure compliance with all contract requirements;
- 8.4.8.2 Monitoring methods to be used;
- 8.4.8.3 Frequency of monitoring;
- 8.4.8.4 Samples of forms to be used in monitoring;
- 8.4.8.5 Title/level and qualifications of personnel performing monitoring functions; and
- 8.4.8.6 Documentation methods of all monitoring results, including any corrective action taken.

Each Proposer will be evaluated on its description of the methodology to be used to meet the County's required information provided in Section D of their proposal.

- 8.4.11.7 The proposal will be evaluated on Proposer's demonstrated ability to establish and maintain an inspection system covering all the services listed in the Performance Requirements Summary Chart as outlined in Appendix B, SOW, Section 12.1; Appendix C, Technical Exhibit 18) (100 maximum points)
- 8.4.11.8 The proposal will be evaluated on Proposer's description of methods for identifying and preventing deficiencies in the quality of service performed before the level of performance become unacceptable, as

outlined in Appendix B, SOW, Section 12.2. (100 maximum points)

8.4.11.9 The proposal will be evaluated on Proposer's description of methods by which they will maintain a file of all inspections conducted and, if necessary, the corrective action taken, as outlined in Appendix B, SOW, Section 12.3. (100 maximum points)

8.4.11.10 The proposal will be evaluated on Proposer's description of the appropriate methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor's inability to perform the contracted work, as outlined in Appendix B, SOW, Section 12.4. (100 maximum points)

8.4.11.11 The proposal will be evaluated on Proposer's methods for maintaining security of records and the methods for preventing the loss or destruction of data, as outlined in Appendix B, SOW, Section 12.6. (100 maximum points)

8.4.9 Acceptance of/ or Exceptions to Terms and Conditions of Sample Contract and/ or Requirements of the Statement of Work (Possible Point Deductions up to 500 Points)

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix A (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit B (Statement of Work), as stated in Paragraph 8.0, Standard Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/ or Exceptions to (Section E) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

8.5 Cost Proposal Evaluation Criteria (30% - 3,000 Points)

Maximum points of 3,000 will be awarded to the Proposer(s) who proposes the base rate of \$70 for the respective contract. Any deviations that are lower than the base rate will be awarded bonus points. Deviations greater than the base rate will have points deducted. Forty-three (43) points will be added or deducted for every dollar variance. Bonus points will be capped at the \$60 base rate (430 points maximum). Any proposed base rate lower than \$60 will not receive any additional points beyond the cap.

However, should one or more of the proposers' request and be granted a preference under one of the County's applicable Preference Programs the fifteen percent (15%) preference will be applied.

Fifteen percent (15%) of the lowest proposed rate will be calculated and that amount will be deducted from the rate submitted by all proposers who requested and were granted the preference. The preference will also be capped at the \$60 base rate (430 bonus points maximum).

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

8.6 Department's Proposed Contractor Selection Review

8.6.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining proposers in writing that the Department is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting proposer's response to the solicitation document with the evaluation document. The requesting proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other proposers shall not be discussed, although the Department may inform the requesting proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph

8.6.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

8.6.2 Proposed Contractor Selection Review

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 8.6.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.

- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. See Paragraph 8.7 (County Independent Review Process) below.

8.7 County Independent Review Process

- 8.7.1 Any proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 8.6.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the proposer.



SAMPLE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONTRACTOR

FOR

**COMMERCIAL SEXUAL EXPLOITATION
(CSE) ADVOCACY SERVICES**

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STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SHEET
- C LINE ITEM BUDGET AND BUDGET NARRATIVE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK
- K CONFIDENTIALITY OF CORI INFORMATION
- L CHARITABLE CONTRIBUTIONS CERTIFICATION
- M INTERNAL REVENUE NOTICE 1015
- N COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- O ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION
- P COMPLIANCE WITH ENCRYPTION REQUIREMENTS
- Q HIPAA REQUIREMENTS

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
COMMERCIAL SEXUAL EXPLOITATION
(CSE) ADVOCACY SERVICES**

This Contract ("Contract") made and entered into this ____ day of month, 2019 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor".

RECITALS

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

WHEREAS, County has determined that the services to be provided under this Contract are of an extraordinary professional nature; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q 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 by giving

precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Pricing Sheet
- 1.3 EXHIBIT C Line Budget and Budget Narrative
- 1.4 EXHIBIT D Contractor's EEO Certification
- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Auditor-Controller Contract Accounting and
Administration Handbook
- 1.11 EXHIBIT K Confidentiality of CORI Information
- 1.12 EXHIBIT L Charitable Contributions Certification
- 1.13 EXHIBIT M Internal Revenue Notice 1015
- 1.13 EXHIBIT N County's Defaulted Property Tax Reduction Program
- 1.14 EXHIBIT O Zero Tolerance Policy on Human Trafficking
Certification
- 1.15 EXHIBIT P Compliance with Encryption Requirements
- 1.16 EXHIBIT Q HIPAA Requirements

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 Section 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definition

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.

- 2.1.1 **Contract** – This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including Exhibit A (Statement of Work).
- 2.1.2 **Contractor** – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.1.3 **Contractor Project Manager** – means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.4 **County** – means the County of Los Angeles and includes the Department of Children and Family Services and the Department of Probation.
- 2.1.5 **County's Board of Supervisors** – means the governing body of the County of Los Angeles.
- 2.1.6 **County Contract Program Monitor** – means the person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **County Program Manager** – means the County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

- 2.1.8 **County Program Director** – means the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Program Manager.
- 2.1.9 **Day or Days** – whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days and not business days, unless otherwise specifically stated.
- 2.1.10 **Director** – means County’s Director of the Department of Children and Family Services or his or her authorized designee.
- 2.1.11 **Fiscal Year** – means the 12-month period beginning July 1st and ending the following June 30th.
- 2.1.12 **Maximum Contract Sum** – means the aggregate amount of the annual budget(s) shared between all six (6) contracts.
- 2.1.13 **Participant** – means a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- 2.1.14 **Program** – means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Contractor shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by Contractor to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in one or more of the following; suspension of payments, withholding of payments, financial penalties, or Contract termination.
- 3.3 If the 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 the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence on September 1, 2019, or the date of execution by the Director of the Department of Children and Family Services, whichever is later, and shall expire one year from the date of execution, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR, provided that approval of County's Chief Executive Officer (CEO) is obtained prior to any such extension.

The County maintains databases that track contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

4.4 The Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E – County's Administration.

4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor, for a period not to exceed six (6) months beyond the three (3) year term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, provided SB855 funding is available.

5.0 CONTRACT BUDGET

5.1 Total Contract Budget

The Maximum Annual Contract Budget is \$2,000,000 for the contract period shared amongst the six (6) contracts.

County and Contractor agree that this is a firm-fixed price contract. During the term of this Contract, County shall compensate Contractor as specified in Exhibit B, Pricing Sheet of the services set forth, in accordance with Section 5.5, Invoices and Payments, of this Contract.

5.2 Written Approval for Reimbursement

5.2.1 The 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 specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

5.3.2 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit C, Line Item Budget of this contract herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget and budget narrative is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

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

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind

whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it 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 the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The 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. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Pricing Sheet (Exhibit 29 in Required Forms) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Pricing Sheet (Exhibit 29, Appendix D, Required Forms).
- 5.5.3 The 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 The 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 Contractor shall submit a monthly invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the services were rendered. Any invoice submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) days after the last day of the month in which the services were rendered.

County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than sixty (60) days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.

- 5.5.6 Whether or not federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Super Circular A-122, Cost Principles for Non-Profit Organizations and OMB A-87, Cost Principles for State, Local and Indian Tribal Governments. Contractor is responsible for obtaining the most recent version of the OMB Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.5.7 Contractor without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Budget between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions shall not result in any increase in the Maximum Annual Budget. Such requests to County shall be addressed to the County Program Manager.
- 5.5.8 Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.5.9 In compliance with Internal Revenue Service (IRS) requirements, Contractor shall provide Contractor's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor Controller.
- 5.5.10 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and

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

- 5.5.11 Contractor shall not be paid for expenditures beyond the Maximum Annual Budget for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceed the Maximum Annual Budget for said Contract year.
- 5.5.12 Suspension and Withholding of Payment: in addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.13 County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Budget. During the term of this Contract, County shall compensate Contractor, as specified in Pricing Sheet Exhibit B, for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.14 Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.15 Contractor's Budget is attached hereto and incorporated by reference herein as Pricing Sheet, Exhibit B, and Sample Budget (Line Item) Sheet Format, Exhibit C, and Budget Narrative, Exhibit C. The line items shall provide sufficient

detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Budget, or a reallocation of the Budget, or a material change to the scope of work, Contractor shall amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

5.5.16 Contractor must limit administrative and indirect costs to ten percent (10%) of total expenditures of contract funds; unless Contractor has received prior DCFS approval for an exception due to a federally approved indirect cost rate letter of over ten percent (10%).

5.5.17 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program 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.

5.5.18 The Contractor shall submit the original monthly invoice to DCFS Accounting Services and one copy to the DCFS County Program Manager or to the Probation Accounting Services and one copy to the Probation County Program Manager, as appropriate, for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attn: Accounting Services, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attn: Adela Estrada, Program Manager
1933 South Broadway Suite 602
Los Angeles, CA 90007

Invoices for services charged shall be supported by copies of records indicating how the charges were incurred. The records shall be regarded as evidence that such charges are reasonable for the services provided.

5.5.19 Local Small Business Enterprise – Prompt Payment Program. Certified Local Small Business Enterprise (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

5.6 Funding Adjustments and Reallocations

5.6.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Contract Sum as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Contract Sum as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

5.6.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway

through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

5.6.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

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

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

5.7.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. 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’S ADMINISTRATION

- 6.1.1 A listing of all County Administration referenced in the following sections is designated in Exhibit E (County’s Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY’S PROGRAM DIRECTOR

- 6.2.1 The role of the County’s Program Director may include:

6.2.1.1 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

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 COUNTY’S PROGRAM MANAGER

- 6.3.1 The role of the County’s Program Manager is authorized to include:

6.3.1.1 Meeting with the 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 the 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 Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S ADMINISTRATION

A listing of all of Contractor's Administration referenced in the following sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.3 APPROVAL OF CONTRACTOR'S STAFF

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

7.4 CONTRACTOR'S STAFF IDENTIFICATION

7.4.1 Contractor shall provide each of its staff providing services under this Contract with a photo identification badge that identifies the individual as its employee.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Background and security investigations of contractor's staff are required as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1.1 through 7.5.1.6. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County. Contractor must ensure that Advocates and Survivor Advocates obtain the level of clearance that Probation requires.

7.5.1.1 The Contractor shall submit the names of the Contractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or Sub-Contractor's employees. The County shall have the right to conduct background investigations of the Contractor's or Sub-Contractor's employees at any time. **The Contractor's or Sub-Contractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.1.2 No personnel employed by the Contractor or Sub-Contractor for this service having access to DCFS/Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

7.5.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or Sub-Contractor from employment or continued employment of any individual performing services under this contract.

7.5.1.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.

7.5.1.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

7.5.1.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees, the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

7.6 CONFIDENTIALITY

7.6.1 Contractor 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.

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

7.6.3 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit G-1.

7.6.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G-2. Contractor shall maintain in its files copies of such executed agreements.

7.6.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G-3. Contractor shall maintain in its files copies of such executed agreements.

- 7.6.6 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.7 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.6.8 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 7.6.9 Contractor shall indemnify, defend and hold harmless County indemnities from and against any and all loss, damage, liability and expense, including defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by law. County shall have the right to participate in any such defense, except that in the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel, including County Counsel, and 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 approval.
- 7.6.10 With respect to any identifiable information concerning any Participant that is obtained by Contractor or any other records and information, Contractor shall: 1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Contract; 2) promptly transmit to County all requests for disclosure of any such records or information; 3) not disclose, except as otherwise specifically

permitted by this Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and 4) at the expiration or termination of this Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

7.6.11 Confidentiality Requirements for Probation

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

7.6.11.2 Employees of Contractor shall be given copies of all cited code sections, and a form to sign Exhibit K, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five business days of start of employment.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 8.1.

8.1.2 Except as provided in this Section, 8.1, 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 the Contractor and by the Director or his/her designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.

- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DCFS Director.
- 8.1.4 The Director or his designee, may at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment or written notice to extend the Contract shall be prepared and executed by the Director.
- 8.1.5 The Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 8.1.5.1 The amendment shall be in compliance with applicable County, State and Federal regulations; and
 - 8.1.5.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
 - 8.1.5.3 The amendment is for a decrease, or an increase of not more than 10 percent (10%) correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
 - 8.1.5.4 Prior County Counsel approval is obtained.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The 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 subsection, 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 delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 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.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, 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 The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

- 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 the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the 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, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

8.5.2 Complaint Procedures

8.5.2.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

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

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) 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 Program Manager within three (3) 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 with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 For Contracts over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CRF Part 60).
- 8.6.3 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 8.6.4 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, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 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 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

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 H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor 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 Employee's regular pay the fees received for jury service.
2. For purposes of this subsection, "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 12-

month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

8.10 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.

8.11 Compliance with the County Policy of Equity

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

8.12 CONFLICT OF INTEREST

8.12.1 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 the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder 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.

8.12.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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 subsection shall be a material breach of this Contract.

8.13 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

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

8.14 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.14.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 the Contractor's minimum qualifications for

the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the 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.

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

8.15 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

8.16 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.16.1 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.

8.16.2 Chapter 2.202 of the County Code

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

and terminate any or all existing contracts the Contractor may have with the County.

8.16.3 Non-responsible Contractor

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

8.16.4 Contractor Hearing Board

8.16.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.16.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.16.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the 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 the Contractor Hearing Board.

8.16.4.4 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 the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.16.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.16.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The 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 the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.16.6 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: <http://www.dir.ca.gov/dise/debar.html>
- Federal: <http://www.sam.gov/portal/SAM/#1>

8.17 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

8.18 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and 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).

8.19 COUNTY'S QUALITY ASSURANCE PLAN

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

8.20 EMPLOYEE BENEFITS AND TAXES

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

8.20.2 County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

8.21 EMPLOYMENT ELIGIBILITY VERIFICATION

8.21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.21.2 The 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 the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.22 FAIR LABOR STANDARDS

8.22.1 The Contractor 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 the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FIXED ASSETS

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

8.24 FORCE MAJEURE

8.24.1 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, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subsection as "force majeure events").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor 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, 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 were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subsection, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.24.3 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.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Contract is by and between the County and the 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 the County and the Contractor. The employees and agents of one party shall not

be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The 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. The 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 the Contractor.

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

8.26.4 The Contractor shall adhere to the provisions stated in Section 7.6 - Confidentiality.

8.27 INDEMNIFICATION

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

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.28.1 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 Section 8.27 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.28.2 Evidence of Coverage and Notice to County

8.28.2.1 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 the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.28.2.2 Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.28.2.3 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 the 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 (\$50,000.00), and list any County required endorsement forms.

8.28.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Geoffrey Nowak
425 Shatto Place, Room 400
Los Angeles, CA 90020

8.28.2.6 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 which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.3 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 the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also 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.

8.28.4 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 the County may suspend or terminate this Contract.

8.28.5 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.

8.28.6 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.

8.28.7 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.

8.28.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall

require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.9 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 the 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.

8.28.10 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.

8.28.11 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.

8.28.12 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.

8.28.13 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.

8.28.14 Alternative Risk Financing Programs

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

8.28.15 County Review and Approval of Insurance Requirements

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

8.29 INSURANCE COVERAGE

8.29.1 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

8.29.2 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.

8.29.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory

requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) 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, 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 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.

- 8.29.4 **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 claims and \$2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.
- 8.29.5 **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.
- 8.29.6 **Privacy/Network Security (Cyber) Liability** insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.30 LIQUIDATED DAMAGES

- 8.30.1 If, in the judgment of the Department Head, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his designee, in a written notice describing the reasons for said action.
- 8.30.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that Department Head, or designee, deems are correctable by the Contractor over a certain time span, the Department Head, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be one hundred dollars (\$100) per day per infraction, or as specified in Exhibit 18 Performance Requirements Summary (PRS) Chart listed in Appendix C, (Statement of Work Technical), and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.30.3 The action noted in subsection 8.28.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.30.4 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subsection 8.28.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.31 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

8.31.1 Contractor represents and warrants that it has registered in the County's WebVen. Prior to a contract award, all potential contractors must register in the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at: http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'. Contractor shall remain registered and ensure that current information is maintained on WebVen.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.33.1 The 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.

- 8.33.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 8.33.3 The 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.
- 8.33.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.33.5 The 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.
- 8.33.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 8.31 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.33.7 If the County finds that any provisions of this Section 8.33 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment

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

8.33.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the 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.

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

8.35.1 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.

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

8.38.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.39 NOTICES

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

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

8.40.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.43 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of

the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The 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.

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

8.42 PUBLICITY

- 8.42.1 The 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 the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.42.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.42.1.2 During the term of this Contract, the 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 the County without the prior written consent of the County's Program Director. The County shall not unreasonably withhold written consent.
- 8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.40 (Publicity) shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, 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 the 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 the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.3 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.46 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.43.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract,

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

8.44 RECYCLED BOND PAPER

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

8.45 SHRED DOCUMENT

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

8.45.2 Documents for record and retention purposes in accordance with Section 8.43, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. Subcontracting will be restricted to Parent Advocates and Workshop Presenters.

- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.46.2.1 A description of the work to be performed by the subcontractor;
 - 8.46.2.2 A draft copy of the proposed subcontract; and
 - 8.46.2.3 Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The County's Program 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 the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The 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.
- 8.46.8 Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:

- 8.46.8.1 An executed "Contractor's Employee Acknowledgment and Confidentiality Agreement" (Exhibit G), executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 8.46.8.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 8.29, Insurance Coverage Requirements, of this Contract.
- 8.46.8.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 8.46.8.4 Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.
- 8.46.9 No subcontract shall alter in any way any legal responsibility of Contractor to County. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 8.46.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.47.1 Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.18, 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 the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.50, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.48.1 Failure of Contractor to maintain compliance with the requirements set forth in Section 8.61, "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 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.

8.49 TERMINATION FOR CONVENIENCE

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

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

8.49.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

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

- 8.50.1.1 Contractor has materially breached this Contract;
or
 - 8.50.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.50.1.3 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 the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.50.2 In the event that the County terminates this Contract in whole or in part as provided in subsection 8.48.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subsection.
- 8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subsection 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable

from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subsection, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this Section 8.50 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this Section 8.50 (Termination for Default) or that the default was excusable under the provisions of subsection 8.50.1.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.49 (Termination for Convenience).
- 8.50.5 The rights and remedies of the County provided in this Section 8.50 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The 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.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

- 8.52.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.52.1.1 Insolvency of the Contractor. The 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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.52.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.52.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.52.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.52.2 The rights and remedies of the County provided in this Section 8.52 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

- 8.54.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's

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

8.55 TIME OFF FOR VOTING

8.55.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors 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.

8.56 USE OF FUNDS

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

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

8.57 VALIDITY

8.57.1 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.

8.58 WAIVER

8.58.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.59 WARRANTY AGAINST CONTINGENT FEES

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

8.59.2 For breach of this warranty, the 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.

8.60 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

8.60.1 The Contractor certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. The Contractor must notify the County Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

8.61 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.61.1 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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor 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.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subsection 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subsection 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.1.6 All the rights and obligations of this Section 9.1 shall survive the expiration or termination of this Contract.

9.2 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.2.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.2.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.2.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with

other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.3 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 L, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.4 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.4.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.4.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.4.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.5 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current

National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.6 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION

9.5.1 Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, USB flash drives, external hand drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standard (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; 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 forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.5.1 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.7 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

9.8.1 The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit Q, in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit Q, Contractor's Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.9 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

9.10 CHILD ABUSE PREVENTION REPORTING

9.10.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline

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

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

9.10.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

9.10.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

9.11 CONDUCT OF PROGRAM

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

9.12 EMPLOYEE BENEFITS AND TAXES

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

9.12.2 County shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee

withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

9.13 FIXED ASSETS

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

9.14 FORMER FOSTER YOUTH CONSIDERATION

9.14.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, Contractor shall give consideration (after County employees, and GAIN/GROW participants as described in Section 8.11 and 8.12, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(s) within Contractor's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attn: Division Chief Youth Development Services Division
3530 Wilshire Boulevard, Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

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

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

9.15 OFFICE LOCATION

- 9.15.1 Contractors shall have an administrative office headquartered in Los Angeles County. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., PST, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. The Contractor shall also have an after-hours telephone number available 24 hours a day, seven days a week for DCFS and Probation, in order to be able to receive notification of FRP recoveries, other crises situations, and urgent matters.
- 9.15.2 Within thirty (30) days of contract start date, Contractors shall have their required office location in place.

9.16 HOURS OF OPERATION

- 9.16.1 The Contractor shall provide advocacy services Monday through Friday from 8:00 a.m. to 5:00 p.m., PST.
- 9.16.2 The Contractor shall also be available to provide crisis advocacy services via the FRP 24 hours a day, seven (7) days a week, including weekends and holidays, as needed.
- 9.16.3 After-hours telephone number available 24 hours a day, seven days a week for DCFS and Probation, in order to receive notification of FRP recoveries, other crises situations, and urgent matters.
- 9.16.4 Contractor shall obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.
- 9.16.5 Contractor shall submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

9.17 CONTRACT NEGOTIATIONS

9.16.1 Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS or Probation.

9.18 CONTRACT MANDATORY ORIENTATION

9.17.1 Contractor shall attend a mandatory orientation that will be provided by County within thirty (30) days of Contract Start Date.

9.19 CONTRACT MANDATORY TRAININGS

9.18.1 Contractor shall attend training sessions associated with the facilitation of advocacy services.

9.20 STATE ENERGY CONSERVATION PLAN

9.22.1 Contractor shall be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Contractor has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that they are authorized to bind the Contractor.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Bobby D. Cagle, Director
Department of Children and
Family Services

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Tax Identification Number

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
David Beaudet, Senior Deputy County Counsel

STATEMENT OF WORK

(REFER TO APPENDIX B OF RFP)

PRICING SHEET
COMMERCIAL SEXUAL EXPLOITATION
ADVOCACY SERVICES

(REFER TO APPENDIX D OF RFP, REQUIRED FORM 29)

CSE ADVOCACY SERVICES LINE ITEM BUDGET

(REFER TO APPENDIX D OF RFP, REQUIRED FORM 31)

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: _____

Telephone: _____

Facsimile: _____

E-Mail Address:

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address:

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 data materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

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
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

- 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 ORDINANCE

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



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?

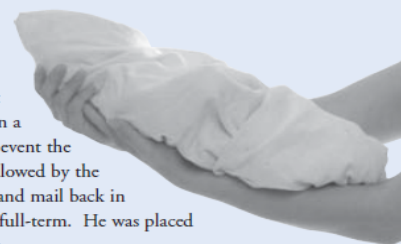
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



**DEPARTMENT OF AUDITOR-CONTROLLER CONTRACT
ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.

Revision: March 2014

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (CONTRACTOR) which contract with Los Angeles County (COUNTY).

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1 If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

2.0 Accounting System

Each CONTRACTOR shall maintain a **double entry accounting system** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:

	Debit	Credit
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., COUNTY warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
 - COUNTY payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
 - Description (entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A ***Check Register*** may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sections A.3.2 and B.2.4 for additional guidance on expense documentation requirements.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS use the expense account titles on the monthly invoice submitted to the COUNTY.
- If the CONTRACTOR uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- CONTRACTOR must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The COUNTY recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
 - Accrual Period
 - Gross Pay
 - Itemized Payroll Deductions
 - Net Pay Amount
 - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

CONTRACTOR will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum COUNTY'S reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.)

– bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the participants.

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – Vendor name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

awards, including pass-through awards, have annual audits. Details are contained in the Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.

CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the COUNTY to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **Petty cash**

disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR-issued credit cards and an employee's personal credit card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased, the employee making the purchase, and the justification for the purchase. ***Credit card statements are not sufficient support for credit card purchases.***

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land cannot be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and source(s) of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

Physical security should be adequately maintained over fixed assets to prevent misuse or theft of COUNTY property.

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the COUNTY all cases of theft, loss, damage, or destruction of fixed assets purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

CONTRACTOR shall dispose of or return to the COUNTY all fixed assets in accordance with the Contract.

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and applicable OMB Circular(s). The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the COUNTY prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocable Expenses

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular(s), agencies shall define their allocable expenses as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
 - Direct allocation method
 - Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	10,000
Allocable indirect costs	240,000
Total Agency-wide direct salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	\$24,000

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses, are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by COUNTY.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by COUNTY. The Cost Allocation Plan shall be prepared in accordance with COUNTY instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the COUNTY which were used as a basis for payments to the CONTRACTOR were inaccurate, COUNTY shall determine the total overpayment and require the CONTRACTOR to repay COUNTY. The COUNTY may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. GOVERNANCE**OVERVIEW**

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, ~~or~~ officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive

compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

3.1 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org

Email:

hotline@auditor.lacounty.gov Toll

Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud
Hotline Office of County
Investigations Kenneth Hahn
Hall of Administration 500 W.
Temple Street, Room 515
Los Angeles, CA 90012

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. DCFS has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by DCFS is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the DCFS confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand DCFS' policy concerning the confidentiality of CORI records.

Signature

Name (Print)

Title

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

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

Please Print Name and Title of Signer

INTERNAL REVENUE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

<u>Company Name:</u>		
<u>Company Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip Code:</u>
<u>Telephone Number:</u>	<u>Email address:</u>	
<u>Solicitation/Contract For _____ Services:</u>		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation 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:

CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy **5.200**, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS	YES	NO	YES	NO
1. Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Agency Name

Name of Authorized Person Responsible for Submission

Authorized Person Official Title

Authorized Person Official's Signature

**AGREEMENT
CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE”
UNDER HIPAA AND HITECH**

Under this Agreement, Contractor (“Business Associate”) provides services (“Services”) to County (“Covered Entity”) and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (“Privacy Regulations”) and the Health Insurance Reform: Security Standards (“the Security Regulations”) at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the “Privacy and Security Regulations”). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate (“Business Associate Agreement”) in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, (“HITECH Act”), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 “Breach” has the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- 1.2 “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 employees.
- 1.3 “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. 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.
- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including

memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 “ Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “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).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative

demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 “Security Rule” means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 “Services” has the same meaning as in the body of this Agreement.
- 1.14 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.
- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which

is not specifically permitted by this Business Associate Agreement or otherwise required by law.

- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents 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 the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) 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);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 **Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 **Mitigation of Harmful Effect.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 **Breach Notification.** Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured

Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying 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 such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) 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);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) 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.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. 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.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.
- Any accounting provided by Business Associate under this Section 2.10 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. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents,

from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use 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.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 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.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, 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 this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 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 to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

APPENDIX B

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

STATEMENT OF WORK

For

Commercial Sexual Exploitation Advocacy Services



COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES

STATEMENT OF WORK

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STATEMENT OF WORK

A. INTRODUCTION

1.0 PREAMBLE

The County of Los Angeles (County) seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan, Mission, Values, Goals, and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families, business, and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, community and contracting partners.

2.0 OVERVIEW

In June 2014, California created the Commercially Sexually Exploited Children (CSEC) Program via Senate Bill (SB) 855, specifically by adding Welfare Institutions Code (WIC) Section 16524.6 – 16524.11. This opt-in program provides funding to participating county child welfare agencies for the purpose of preventing and intervening on behalf of children and youth who are commercially sexually exploited or at risk of becoming commercially sexually exploited.

The SB 855 authorizes the use of CSEC program funding for prevention and intervention activities and services to children who are victims, or at risk of becoming victims, of commercial sexual exploitation. The bill requires the provision of training for Los Angeles County's Department of Family and Children Services (DCFS) Children's Social Workers (CSWs) and the Probation Department's Deputy Probation Officers (DPOs) to identify,

intervene, and provide case management services to children who are victims of, or at risk of commercial sexual exploitation, and the training of primary caregivers for the prevention and identification of potential victims, as specified. The bill also requires that the child welfare data system, the Child Welfare Services/Case Management System, is capable of collecting data concerning children who are commercially sexually exploited, as specified. This bill also requires counties, such as Los Angeles, who have opted-in to the CSEC Program to develop an inter-agency protocol to be utilized in serving sexually exploited children who have been adjudged to be a dependent child of the juvenile court.

The SB 855 funds includes, but is not limited to, the provision of Advocacy Services to provide the following to CSEC and those identified as being at risk of Commercial Sexual Exploitation (hereinafter Participants): Crisis Intervention; First Responder's Protocol (FRP) response, including in-person response within 90 minutes; Safety Assessment/Planning; Case Management; Linkage to Services; Survivor Advocacy Services; Advocacy Services; participation in Multi-Disciplinary Team (MDT) meetings; transportation services; Commercial Sexual Exploitation (CSE) Prevention and Intervention Workshops for Participants; CSE Intervention Workshops for Participants and parents; Education, Job Readiness, and Transition Workshops for Participants; Support for Participants testifying against their trafficker, funding (i.e. Restoration Funds) for activities/interventions that will support the achievement of case plan goals, and empowerment events and activities geared towards promoting post traumatic growth and self-sufficiency.

The approach and practice with which the Contractor serves the Participants is expected to be in alignment with the Los Angeles County DCFS' Core Practice Model, which is family centered, solution focused, trauma responsive, strength-based, team driven, and focused on improving outcomes for children, youth and families. The core elements of the Core Practice Model include Engagement, Teaming, Assessment and Understanding, Planning and Intervention, as well as Tracking/Adapting. Refer to DCFS Core Practice Model (Exhibit 1 of Appendix C).

3.0 SERVICE GOALS

Service goals are based upon a vision that, through assessment, safety planning, interventions, and support services that address the needs of individual clients, Participants are protected from abuse and neglect, stabilized with a caring and protective parent/primary caregiver, and on the road towards educational success and self-sufficiency. The specific goals for Advocacy Services Program are:

Service Goals Impacting Safety Outcomes:

- Advocacy FRP crisis response occurs within 90 minutes of notification.
- Participation in Multi-Disciplinary Team (MDT)/Child and Family Team (CFT) meetings.
- Referrals have a completed Intake and Needs Assessment (Exhibit 2 of Appendix C), and Safety Assessment and Safety Plan (Exhibit 3 of Appendix C) that was developed with the Participant and his/her parent (as appropriate) and primary caregiver (if applicable) and approved by the DCFS CSW or Probation DPO within 14 days of Contractor receiving the referral.
- The Contractor made ongoing, concerted efforts to assess and address the risk and safety concerns of the Participants.
- Enrolled Participants will have an Advocacy Case Plan (Exhibit 4 of Appendix C) in place that was developed with the Participant and his/her parent (as appropriate) and primary caregiver (if applicable), and approved by the DCFS CSW/DPO within 30 days of the referral.
- Enrolled parents in the CSE Intervention Program successfully completed the program.
- Required contacts with the Participants have been completed.

Service Goals Impacting Permanency and Stability Outcomes:

- Enrolled Participants are linked to services identified in the Advocacy Case Plan within 60 days of initial enrollment.
- Participants maintain weekly contact with Advocate within first 90 days.
- Participants have an Updated Advocacy Plan at least every 90 days from the initial Advocacy Case Plan.
- Increased CSEC awareness, understanding of CSE dynamics, and improved attitude/beliefs for those who complete the Participant CSE Prevention and Intervention Workshops and the Parent Intervention Workshop.
- Enrolled parents in the CSE Parent Intervention Program successfully complete the program.

Service Goals Impacting Self-Sufficiency and Well-Being:

- Participants have a 90 Day Transition Plan (Exhibit 5 of Appendix C) completed within nine months of the referral.
- Participants to complete applicable workshops within 12 months of enrollment.
- Participants who graduated from the program meet advocacy plan goals.
- Participants who identify as Lesbian, Gay, Bi-Sexual, Transgender, or Queer (LGBTQ) are linked to the appropriate services to meet needs specific to LGBTQ youth.

- Participants who have successfully graduated from the Advocacy Services Program will be linked to at least two resources in the community before terminating CSE Advocacy Services.

Service Goal Impacting Organizational Excellence:

- Participants and parents who exit the program indicate an overall services rating of “Very Satisfied” or “Satisfied” on completed surveys.
- Contractor makes concerted efforts to actively involve the Participants, parents and primary caregiver, as well as the DCFS CSW/Probation DPO in the case planning process.

Long-term Shared Outcomes:

- Reduced recurrence of exploitation.
- Increased placement stability.
- Increase number/percent of Participants able to remain home with services provided.
- Increased permanency for Participants (increase the number of children/youth reunified with their parents or established legal guardianships and adoptions).
- Decreased re-entry into foster care.
- Parents/primary caregivers have enhanced capacity to provide for the Participant’s needs and his/her educational, physical and mental health needs are met.

4.0 DEFINITIONS

- 4.1 **Business Day** – Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time (PST), not including any County holidays.
- 4.2 **Child and Family Team (CFT)** – The CFT includes the Participant his/her family, DCFS CSW/DPO, current primary caregiver, and other individuals identified by the Participant and family as important. The activities of the CFT include, but are not limited to the following: Providing input into the development of a child and family plan that is strengths-based, needs-driven and culturally relevant; Providing input into placement decisions and the services to be provided in order to support the Participant); Ensuring that the Participant has an Educational Rights Holder who is involved in their education at all times and involved with placement decisions that may impact school stability and enrollment. The CFT meets to identify the underlying needs of the Participant and family, interventions that will be implemented in order to address those needs, and a work plan that outlines the action steps that each CFT member will take in order to support the Participant’s and family’s goals.

- 4.3 **Children’s Social Worker (CSW)** – County of Los Angeles Department of Children and Family Services, Children’s Social Worker.
- 4.4 **Commercially Sexually Exploited Children (CSEC)** – An individual under 21 years of age who has been commercially sexually exploited.
- 4.5 **Commercial Sexual Exploitation (CSE)** – The recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act.
EXAMPLES OF COMMERCIAL SEXUAL EXPLOITATION INCLUDE BUT NOT LIMITED TO:
- Exchanging sexual acts on the street.
 - Exchanging sexual acts in hotel settings.
 - Exchanging sexual acts in home settings.
 - Arranging the exchange of sexual acts on the internet/social media.
 - Production of nude or sexually explicit images or video content.
 - Exchanging sexual acts for goods or services (housing/food/protection).
 - Advertising a minor for sexual purposes.
 - Encouraging/coercing/threatening a person to exchange sexual acts.
- 4.6 **Contract Discrepancy Report (CDR)** – A report, (as specified in Exhibit 6 of Appendix C) prepared by the County’s Program Manager to inform Contractor of non-compliance.
- 4.7 **Contractor’s Program Manager** – Person designated by the Contractor to provide leadership to the Contractor’s case management team.
- 4.8 **Contractor’s Project Director (CPD)** – Person designated by the Contractor to administer the Contract operations after the Contract award.
- 4.9 **County’s Program Manager (CPM)** – Person designated by County to manage the operations under this Contract.
- 4.10 **CSE Parent Intervention Program Curriculum** – A curriculum for parents of Participants. The purpose of the curriculum is to educate, equip and empower parents and primary caregivers with the knowledge and understanding of the dynamics of Commercial Sexual Exploitation (CSE); the pathways and vulnerabilities that

lead a child to falling victim of CSE; the reasons why it is difficult for a child to leave an exploitive relationship; the impact of trauma; engagement strategies that parents can utilize with their children to reconnect and build a trusting relationship; and provide education on the Stages of Change model so that parents have an understanding of what to expect as they walk with their child toward healing and recovery.

- 4.11 **DCFS Core Practice Model** – The DCFS Core Practice Model prioritizes child safety by enabling stronger teamwork with children and families, grounded in strong community support. The DCFS Core Practice Model is a way to work with families to improve safety and outcomes for children. The model helps children and families build supportive teams that enable them to identify their strengths and underlying needs in a trusting, positive environment. The strategies of this model include:

Engagement: This is an opportunity to hear the family, build trust, show empathy, and honor the family's voice and choice.

Teaming: Allows for teamwork to occur; shows how formal and informal supports can work together; promotes shared ownership and opportunity for change.

Assessing and Understanding: Allows for shared identification of underlying needs and strengths; it is responsive to trauma and culture and empowers families.

Planning and Intervention: Allows for the crafting of tailored services and attention to individual underlying needs.

Tracking and Adapting: Allows for continuous monitoring of progress, while being thoughtful about the effectiveness of plans, and creates an opportunity to make adjustments using team assessments, so plans can evolve to achieve long-term goals.

The DCFS Core Practice Model is a process that is family centered, solution focused, trauma responsive, strength-based, team driven, and improves outcomes for children and families. For more information about the Core Practice Model, visit www.gettothecore.org, and see DCFS Core Practice Model (Exhibit 1 of Appendix C).

- 4.12 **Deputy Probation Officer (DPO)** – County of Los Angeles Department of Probation, Deputy Probation Officer.

- 4.13 **Empowerment Project** – An intervention curriculum for Participants.
- 4.14 **First Responder’s Protocol (FRP)** Los Angeles County Commercially Sexually Exploited Children (CSEC) Law Enforcement First Responder Protocol (Exhibit 7 of Appendix C) – The FRP is a coordinated inter-agency crisis response by law enforcement, Probation Department (Probation), DCFS, Department of Health Services (DHS) and an advocacy agency to serve Participants, from identification through the first 72 hours of contact, and up to 90 days of advocacy services. The goal of the FRP is to identify Participants and respond expeditiously using a victim-centered, strengths-based approach.
- 4.15 **Liquidated Damages** – The monetary amount deducted from Contractor’s payment due to non-compliance with the Contract and/or deficiencies in performance.
- 4.16 **Mandatory Contractor Training Unit** – The Contractor is required to participate in mandatory trainings provided by the County (i.e. CSEC 101, CSEC 102, Vicarious Trauma, etc.). One hour of participation in a mandatory training is considered to be one training unit of a billable expense.
- 4.17 **Multidisciplinary Team Meeting (MDT)** – A Multi-Disciplinary, inter-agency team approach to the assessment, case management, and service delivery to Participants that have been commercially sexually exploited. MDT members include, at a minimum, DCFS, Probation, DMH, DPH and a Substance Abuse Provider, all of whom must team together in support of the Participant and family in order to achieve child safety, permanency, and well-being.
- 4.18 **Participant(s)** – A child, youth or non-minor dependent up to ages 21 years of age who have an open case or referral with DCFS or are under the jurisdiction of Probation and who are at risk of CSE or is a CSEC.
- 4.19 **Participant Records** – Personal and social history of the Participant, including criminal information. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by DCFS/Probation. Unauthorized persons are those that are not members of a child abuse multidisciplinary personnel team engaged in the prevention, identification, and treatment of child abuse.

- 4.20 **Performance Requirements Summary (PRS)** – The statement that identifies the key performance indicators of the Contract that will be evaluated by the County to ensure Contract performance standards are met by the Contractor.
- 4.21 **Quality Control Plan** – All necessary measures taken by the Contractor to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 4.22 **Advocacy Auxiliary Funds** – Funds that are to be accessible to Participants in order to: 1) stabilize crisis and meet acute needs of Participants who come to the attention of DCFS or Probation, 2) promote stability and well-being by maximizing normalizing opportunities that may include: removing physical signs of exploitation such as tattoos that provide stigma and interfere with employment opportunity; repairing teeth that may have been damaged through inflicted injury; or providing appropriate clothing and self-care products; 3) provide educational support through tutoring, skill building, and opportunity; 4) increase employability by providing specialized vocational training opportunities (e.g., cosmetology school or computer tech school); 5) enhance opportunities for success by providing child care so victims can meaningfully participate in school, employment or services; and 6) support parenting youth by providing support to meet the basic needs of their children. Refer to Advocacy Auxiliary Funds Request (Exhibit 8 of Appendix C) and Allowable Expenditures for CSEC Funding (Exhibit 9 of Appendix C) for a listing of allowable expenses for Advocacy Auxiliary Funds.
- 4.23 **Service Unit** – One hour of direct service provided by Contractor.
- 4.24 **Word on the Street CSE Prevention Curriculum for youth - Educating and Empowering Young Women and Girls** – The purpose of this CSE Prevention Curriculum is to educate, equip, and empower Participants to provide them with the tools and opportunities for discussion to prevent youth from unknowingly becoming victims.

B. TARGET DEMOGRAPHICS

The Contractor shall provide CSE Advocacy Services throughout the County of Los Angeles to Participants, their parents or legal guardians and primary caregivers (if applicable.)

C. COUNTY'S RESPONSIBILITIES

1.0 COUNTY'S ADMINISTRATION

- 1.1 The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Program Manager.
- 1.2 The CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 1.3 The CPM will provide direction to the Contractor in areas relating to DCFS and Probation Policy, information and procedural requirements.
 - 1.3.1 The CPM is identified in Sample Contract County Administration Section (Exhibit E of Appendix A) and is responsible for daily management of the Contract operation and overseeing monitoring activities.
 - 1.3.2 The CPM is not authorized to make any changes in the Terms and Conditions of this Contract and is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
 - 1.3.3 The County reserves the right to have the CPM or a designated alternate, interview any or all prospective employees of the Contractor.

D. CONTRACTOR'S GENERAL RESPONSIBILITIES

1.0 CONTRACTOR'S ADMINISTRATION

- 1.1 The Contractor shall be responsible for providing competent staff to fulfill the Contract. Contractor shall maintain professional staff with experience working with the target population. County shall have the right to review and approve the hiring of potential staff prior to their performing services under this Contract.
- 1.2 The Contractor shall be required to have staff that are trained and approved by the County to instruct program Participants in the required educational workshops.
 - 1.2.1 Contractor shall attend a mandatory orientation that shall be provided by the County within thirty (30) days of the Contract

Start Date. Contractor shall be notified at least two weeks in advance of the date, time, and location of the orientation.

- 1.3 The Contractor shall ensure that by the first day of employment include subcontractors, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of DCFS employees having access to confidential Criminal Offender Record Information (CORI), Confidentiality of CORI Information (Exhibit 10 of Appendix C). The Contractor shall retain the original CORI form and forward a copy to the CPM within five (5) business days of start of employment.
- 1.4 All personnel must be able to read, write, spell, speak, and understand English; bilingual staff shall be hired in order to meet the needs of the community that the Contractor serves.
- 1.5 The County has the absolute right to approve or disapprove all of Contractor's staff including subcontractors performing work hereunder and any proposed changes in Contractor's staff. The Contractor shall be responsible for immediately removing and replacing any of its employees from work on this Contract within twenty-four (24) hours after being requested to do so by the CPM.
- 1.6 The Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract. Contractor must ensure that Advocates and Survivor Advocates obtain the level of clearance that Probation requires. In addition, all employees transporting Participants must maintain a valid driver's license.
- 1.7 The Contractor shall provide, on a monthly basis, the CPM with a current list of employees. This list must remain up-to-date during the Contract period.
- 1.8 The Contractor shall be required to have alternate staff that successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract trained and approved to instruct program Participants in the required curriculum.
- 1.9 The Contractor's approach to working with Participants should be victim-centered, trauma informed, strengths-based, developmentally appropriate, culturally, linguistically and LGBTQ competent. CSEC engagement efforts should be proactive and occur early and often.

Contractor shall ensure a collaborative approach with DCFS, Probation, and other County and community partners in order to team around assessment, safety planning, case planning, and service delivery. Services should be based upon the individualized needs of the Participants.

- 1.10 The Contractor must engage and team with the Participant's current treatment team, including the foster care facility, primary caregiver or parent, and CSW/DPO. As part of this team, the Contractor shall identify underlying needs of the Participant, services to address those needs, strengths of the Participant and family, challenges to achieving the Participant's goals, and the development and implementation of possible solutions so that the Participant can achieve outcomes related to safety, permanency, stability, well-being, and self-sufficiency. Efforts towards improving the implementation of program activities should be data informed and outcome oriented.
- 1.11 The Contractor shall notify the DCFS CSW and DCFS Supervising Children's Social Worker (SCSW) or the DPO and Supervising Deputy Probation Officer (SDPO) within 24 hours if they have knowledge of the whereabouts of a Participant that is on Absent Without Leave (AWOL) status or considered missing, to ensure safety of the Participant. Ongoing weekly efforts to engage and contact AWOL/missing Participants are to be documented in the Participant's case records. Termination of advocacy services for Participants who are AWOL and have had no contact with the Advocacy Agency for a period of 45 days will be determined through the MDT/CFT process.
- 1.12 The Contractor will be required to utilize and adapt to the use of automated solutions that the County will create so that the Contractor will be able to electronically document all service related and case management activities, as well as the documentation of service delivery goals and performance measures.

2.0 CONTRACTOR'S PROJECT DIRECTOR (CPD)

- 2.1 The Contractor shall provide its own officer or employee as the Contractor's Project Director. The CPD shall be available for telephone contact and/or meetings between 8:00 a.m. and 5:00 p.m., PST, Monday through Friday, excluding County holidays. The CPD shall provide overall management and coordination of this Contract, and shall act as the central point of contact with the County.

- 2.2 When Contract work is being performed at times other than described above or when the CPD cannot be present, and with prior approval of the CPM, the CPD shall designate an equally responsible individual to cover for him/her during absences.
- 2.3 The CPD shall have provided the required or similar services for a minimum of one (1) year within the last three (3) years and hold a Bachelor's degree in social work, criminal justice, public policy, psychology, sociology or a related field.
- 2.4 The CPD shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The CPD shall effectively communicate in English, both orally and in writing.
- 2.5 The County shall have the right of review and approval of the CPD. The County shall have the right of removal of the CPD and any replacement recommended by the Contractor. The Contractor has up to 90 days to recruit and hire a replacement.

3.0 CONTRACTOR'S PROGRAM MANAGER

- 3.1 This full-time position is responsible for providing leadership to the Contractor's Case Management team; ensuring clinical compliance; and coordinating operations and practices related to engaging and teaming with Participants, parents, primary caregivers, and County staff. Other responsibilities include: assessment; case planning; service delivery; monitoring and tracking the efficacy of services and the achievement of agency goals; and making adjustments as necessary in order to continually improve the practice, operations, and efforts at implementing contractual activities.
- 3.2 The Contractor shall provide its own full time officer or employee as the Contractor's Program Manager. The Contractor's Program Manager shall be available for telephone contact twenty-four (24) hours a day, seven (7) days a week and Manager, or designated alternate, shall be available for telephone contact twenty-four (24) hours a day, seven (7) days a week, and available for meetings between 8:00 a.m. and 5:00 p.m., PST, Monday through Friday, excluding County holidays.
- 3.3 The skills and educational requirements of the Contractor's Program Manager shall include:
 - 3.3.1 A Bachelor's degree in social work or a closely related field, Master's degree is preferred;
 - 3.3.2 At least two years' Clinical Supervision experience;

- 3.3.3 Non-profit leadership experience required;
 - 3.3.4 Program management experience required;
 - 3.3.5 At least two years' experience working with at-risk youth;
 - 3.3.6 Experience working with the CSEC population and LGBTQ population preferred;
 - 3.3.7 Knowledge of working with DCFS and Probation preferred;
 - 3.3.8 Reliable means of transportation and comfortable navigating Los Angeles County; and
 - 3.3.9 Excellent written and verbal communication skills.
- 3.4 Job duties of the Contractor's Program Manager shall include, but not be limited to the following:
- 3.4.1 Provide direct supervision to a team of advocates;
 - 3.4.2 Available 24 hours a day, seven days a week, to problem-solve client crises;
 - 3.4.3 Attend Court hearings to support team and overflow clients;
 - 3.4.4 Work in collaboration with DCFS, Probation, Law Enforcement, and other County and community partners;
 - 3.4.5 Oversee and approve employees' timesheets;
 - 3.4.6 Participate in interviews for Advocacy staff as appropriate;
 - 3.4.7 Conduct annual performance evaluations for staff;
 - 3.4.8 Represent the agency at county meetings;
 - 3.4.9 Provide presentations regarding commercial sexual exploitation of children and other outreach efforts;
 - 3.4.10 Deliver trainings as required;
 - 3.4.11 Contribute to building a sustainable team culture;
 - 3.4.12 Develop positive working relationships with other local organizations and agencies;

- 3.4.13 Maintain a working knowledge of domestic violence, sexual assault, trafficking, and child abuse laws and reporting responsibilities and file abuse reports, as needed;
- 3.4.14 Attend and actively participate in local and regional meetings and trainings related to service provision for trafficking victims;
- 3.4.15 Be familiar with legal, medical, housing, educational, employment, and social service agencies and resources in the community which may be of use to clients and distribute and share resources with Advocacy case management staff;
- 3.4.16 Maintain confidentiality of records relating to clients' treatment;
- 3.4.17 Guide staff and clients in the development of skills or strategies for treatment;
- 3.4.18 Provide oversight to ensure appropriate and quality documentation in contractual deliverables;
- 3.4.19 Provide oversight to ensure that clients are referred to appropriate community resources and services;
- 3.4.20 Act as an advocate to coordinate required services or to resolve emergency problems in crisis situations;
- 3.4.21 Evaluate the effectiveness of programs based on clients' progress in resolving identified problems and moving towards defined objectives;
- 3.4.22 Plan, organize, or lead structured programs of counseling, work, study, recreation, or social activities for clients;
- 3.4.23 Coordinate or direct employee workshops, courses, or trainings about mental health issues;
- 3.4.24 Ensure the attendance of Advocates at MDTs and invited CFTs;
- 3.4.25 Coordinate the support of Participants who are subpoenaed to testify against their trafficker by having an Advocate team with those who are members of the Victim Witness Testimony Protocol in order to assist with safety planning and supporting the Participant pre-testimony, during testimony, and post-testimony;

3.4.26 Oversee the implementation of County curriculums on CSEC Prevention and Intervention for Participants and parents; and

3.4.27 Promote relationship building and a team approach with Law Enforcement, attend L.A. County Regional Human Trafficking Task Force meetings, as available. Contractor is encouraged to take advantage of utilizing shared office space that may be available at the Human Trafficking Bureau of the Los Angeles County Sherriff's Department.

3.5 When Contract work is being performed at times other than described above or when the Contractor's Program Manager cannot be present, and with prior approval of the CPM, the Contractor's Program Manager shall designate an equally responsible individual to cover for him/her during absences.

4.0 ADVOCATES

4.1 The Contractor shall have Advocates that are trained and approved to instruct program Participants in the required educational workshops set-forth by the County.

4.2 Advocates shall have the following skills and educational requirements:

4.2.1 One year of case management experience;

4.2.2 Direct experience with at-risk youth;

4.2.3 Ability to work non-traditional hours;

4.2.4 Bachelor's degree in social work or related field preferred, but not required;

4.2.5 Knowledge of working with DCFS and Probation preferred; and

4.2.6 Reliable means of transportation and comfort navigating Los Angeles County and surrounding counties.

4.3 Advocate job duties shall include, but not be limited to the following:

4.3.1 Provide crisis response for which FRP services are being proposed in Exhibit 11 of Appendix C, FRP Area 1; FRP Area 2; FRP Area 3; FRP Area 4; FRP Area 5; and FRP Area 6 of Appendix C, and advocacy support for Participants;

- 4.3.2 Provide short and long-term case management services using a relational model, whereby the relationship of the case manager and client is foundational to assisting the client in reaching goals;
- 4.3.3 Engage and team with the Participant, parent and primary caregiver, if applicable, and DCFS CSW/DPO around assessment and the development and implementation of the Safety Plan and Advocacy Case Plan;
- 4.3.4 Support through crisis and court processes;
- 4.3.5 Ability to communicate and team effectively with staff, Participants, parents, primary caregivers and CSWs/DPOs;
- 4.3.6 Assess safety and stability, as well as basic needs;
- 4.3.7 Assess the Participant's need for use of Restoration Funds in collaboration with the Participant, parent or primary caregiver and youth's CSW/DPO. Restoration Funds are to be used to support the achievement of case plan goals and to address the critical needs of the Participant. Ensure that all Advocacy Auxiliary Funds Request (Exhibit 8 in Appendix C) are approved and agreed upon by the County. Refer to Allowable Expenditures for CSEC Funding Exhibit 9 in Appendix C for a list of allowable expenditures;
- 4.3.8 Work in collaboration with the DCFS, Probation, Law Enforcement and other County and Community Partners;
- 4.3.9 Coordinate resources for Participants related to housing, employment, physical and mental health, education, finances, legal assistance, etc.;
- 4.3.10 Maintain strong knowledge of current community resources available for Participants;
- 4.3.11 Provide advocacy support in MDT meetings and court, including the provision of Victim Witness Testimony advocacy and support services;
- 4.3.12 Complete all required documentation, including but not limited to all service delivery related and case management activities in the Case Notes (Exhibit 12 of Appendix C);
- 4.3.13 Attend staff meetings and group or individual supervision;

4.3.14 Assist with transporting Participants to and from groups, activities, and events that support the Participant's case plan. Advocates must maintain a valid Driver's License;

4.3.15 Report incidents of suspected or known child abuse and neglect, as a mandated reporter.

5.0 SURVIVOR ADVOCATES

5.1 The Contractor shall employ an adequate number of qualified Survivor Advocates to provide program services. A ratio of one Survivor Advocate to approximately twenty-two Participants is considered an adequate number. Survivor Advocates are those who have experienced victimization of CSE as a minor/Transitional Age Youth. Survivor Advocates must be at least twenty-one (21) years old and have three or more years out of exploitation.

5.2 The Survivor Advocate's job duties shall include, but not be limited to the following:

5.2.1 Co-facilitate CSEC Prevention and Intervention Workgroups;

5.2.2 Co-facilitate trainings as requested;

5.2.3 Assist with the development, coordination, and implementation of curriculums, programs, activities, and events;

5.2.4 Provide direct advocacy services to Participants;

5.2.5 Provide support for Participants, as needed by case managers;

5.2.6 Assist with obtaining resources for Participants on the agency's caseload (i.e. delivering belongings to the placement location, purchasing needed items for Participants using Restoration Funds);

5.2.7 Assist with Restoration Funds Requests;

5.2.8 Assist with transporting Participants to and from groups or events, provided that the Survivor Advocate has a valid Driver's License;

5.2.9 Document communication with Participants in Case Notes (Exhibit 12 of Appendix C);

- 5.2.10 Report child abuse and/or neglect as a mandated reporter;
- 5.2.11 Maintain weekly contact with case managers and treatment team members;
- 5.2.12 Report directly to the Contractor's Program Manager and participate in weekly supervision meetings;
- 5.2.13 Attend MDT meetings as needed and invited CFT meetings;
- 5.2.14 Attend all mandatory trainings as directed by the Contractor's Program Manager; and
- 5.2.15 Maintain a daily schedule and document all activities, Participant contacts and administrative hours daily.

6.0 PARENT ADVOCATES

- 6.1 The Contractor shall employ an adequate number of qualified staff to provide program services, including CSEC Parent Advocates, who are individuals that have had a child or youth who experienced victimization of CSE, or any other type of abuse that required supervision of either the DCFS or Probation system. The Contractor shall have Parent Advocates recruited, hired and trained within 90 days of effective date of the Contract. The overall purpose of the Parent Advocate is to engage birth parents and primary caregivers associated with the child welfare and/or Probation system to successfully meet expectations as partners, planners, decision-makers and advocates for themselves and their CSE Participants. This objective is accomplished through the active involvement of trained Parent Advocates – former DCFS/Probation clients – who experienced similar circumstances and now act as supporters, mentors and advocates for the DCFS/Probation parents and primary caregivers.
- 6.2 The duties of a Parent Advocate shall include, but not be limited to the following:
 - 6.2.1 Co-facilitate Prevention and Intervention Workgroups for parents;
 - 6.2.2 Co-facilitate trainings as requested;
 - 6.2.3 Assist with the development, coordination, and implementation of curriculums, programs, activities, and events;

- 6.2.4 Provide direct Parent Advocacy services to parents and primary caregivers;
 - 6.2.5 Provide support for parents as needed by case managers;
 - 6.2.6 Assist with obtaining resources for parents;
 - 6.2.7 Document communication with Participants in Case Notes;
 - 6.2.8 Report suspected child abuse and/or neglect as a mandated reporter;
 - 6.2.9 Maintain weekly contact with Case Managers and treatment team members;
 - 6.2.10 Report directly to the Contractor's Program Manager and participate in weekly supervision meetings;
 - 6.2.11 Attend MDT meetings as needed and invited CFT meetings;
 - 6.2.12 Attend all mandatory trainings as directed by the Contractor's Program Manager; and
 - 6.2.13 Maintain a daily schedule and document all activities, Participant contacts and administrative hours daily.
- 6.3 Requirements and qualifications of a Parent Advocate shall include, but not be limited to:
- 6.3.1 The Parent Advocate must have had a child or youth that was a former DCFS and/or Probation Participant and who successfully reunited with their child or youth for at least one year or exited the child welfare system for at least one year. The Parent Advocate must be in stable family situations with no current DCFS issues;
 - 6.3.2 A minimum time commitment of at least one year to the program is recommended;
 - 6.3.3 Must have abstained from any substance that had an impact in their case being opened with DCFS for at least 18 months;
 - 6.3.4 Required to submit to a criminal background check. A criminal history will not warrant automatic disqualification from the position;

6.3.5 The Parent Advocate must provide his/her own reliable transportation through the use of public transportation or an automobile; and

6.3.6 The Parent Advocate must be approved by the CPM.

7.0 OFFICE

7.1 The Contractor shall maintain an office, with a working telephone, in the company's name where the Contractor conducts business. The Contractor is required to have an administrative office headquartered in Los Angeles County. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m., PST, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. The Contractor shall also have an after-hours telephone number available twenty-four (24) hours a day, seven days a week for DCFS and Probation, in order to be able to receive notification of FRP recoveries, other crises situations, and urgent matters.

8.0 HOURS/DAYS OF WORK

8.1 The Contractor shall provide CSEC advocacy services Monday through Friday from 8:00 a.m. to 5:00 p.m. PST. The Contractor shall also be available to provide crisis advocacy services via the FRP twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, as needed.

9.0 SCOPE OF WORK

9.1 The Contractor shall provide Advocacy Services in four service components:

1. Crisis Intervention, including, but not limited to, crisis intervention via the Los Angeles County First Responder Protocol, during which a crisis response is required by an Advocate within ninety (90) minutes of the Participant's recovery by law enforcement. It should be noted that not all Participants will be identified and provided services through the FRP, as Participants are also identified through other means (i.e., a Participant on an existing open case is assessed by her DCFS CSW or DPO as being a victim or at high risk of CSE).
2. Stabilization Phase that includes the Intake and Needs Assessment (Exhibit 2 of Appendix C) and the Safety

Assessment and Safety Plan (Exhibit 3 of Appendix C).
(Phase I)

3. Maintenance Phase. (Phase II)

4. Transition Phase. (Phase III)

9.2 The Contractor shall make available, on a fee-for service basis, the following:

9.2.1 Advocacy Services for FRP Response

9.2.1.1 The Contractor shall provide crisis response utilizing the County's FRP, within the FRP Areas listed in Technical Exhibit 11 of Appendix C for which FRP services are being proposed. Contractor shall identify FRP agencies (i.e., Law Enforcement, Fire Departments, Hospitals, etc.) within the area, for which FRP services are being provided. In situations where it has been identified that additional FRP resources are required outside of the Contractor's area, the Contractor shall assist in those areas as determined by the County.

9.2.1.2 In order to develop collaborative engagement and trust, the Contractor must have the capacity to respond to FRP crises within ninety (90) minutes of being alerted by DCFS or Probation to report to the staging area (i.e. hospital, law enforcement office) where the victim is located. The services will ensure continued connections/relationships and continuity of case management and foster strong connections between the Contractor and Participants in order to prevent further exploitation and recidivism.

9.2.1.3 The Contractor shall serve as a support system to the Participant and help guide the Participant through the various agencies. The Contractor shall be required to respond to FRP cases within their designated FRP Areas and across the County as the need dictates.

9.2.1.4 The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to FRP crisis calls from the County's FRP team, which

is comprised of Law Enforcement, DCFS, Probation, DHS, and the Advocacy Agency.

- 9.2.1.5 Arrive at the specified location (staging area) within ninety (90) minutes of receiving the crisis call from either DCFS or Probation.
- 9.2.1.6 Engage the Participant using best practices and a trauma-informed approach.
 - 9.2.1.6.1 Conduct an immediate needs assessment and ensure the Participant's basic needs for clothing, food, and water are met.
 - 9.2.1.6.2 Explain the process to the Participant (i.e., Crisis MDT meeting, safety planning, medical assessment at DHS Medical Hub, etc.).
 - 9.2.1.6.3 Participate in the crisis MDT meeting at the staging area with the County agencies, the Participant, and parent or legal guardian (if appropriate).
 - 9.2.1.6.4 Develop an immediate safety plan that covers the next seventy-two (72) hours in collaboration with the Crisis MDT members and document the FRP immediate safety plan and data on the Los Angeles County First Responder Protocol for CSEC Intake Form (Exhibit 13 of Appendix C). Scan and e-mail the FRP Intake Form to both the DCFS and Probation CSEC in-boxes within fourteen (14) days of the FRP recovery.
 - 9.2.1.6.5 Remain with the Participant for up to seventy-two (72) hours, as determined by the MDT. This may include in-person supervision by several advocates at the emergency housing location during the first seventy-two (72) hours (as applicable) or follow up the next morning at the family/primary

caregiver's home, detention, or the Participant's placement (i.e., group home, foster family, etc.).

- 9.2.1.6.6 Complete Intake and Needs Assessment (Exhibit 2 of Appendix C) and Safety Assessment and Safety Plan (Exhibit 3 of Appendix C) and submit to the County within fourteen (14) days of recovery via e-mail to the CSEC in-boxes for both DCFS and Probation.
- 9.2.1.6.7 Participate in any follow up MDT or CFT meetings as the Participant stabilizes. Contractor is required to provide services to Participants, even if they leave the FRP area, as continuity of services is critical.
- 9.2.1.6.8 Provide up to ninety (90) days of advocacy unless it is determined that ongoing advocacy is not necessary, and make recommendations accordingly.
- 9.2.1.6.9 Upon completion of ninety (90) days of advocacy, review the case with the MDT to determine the need for on-going advocacy services.
- 9.2.1.6.10 Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act, if, at any point, the Participant presents a harm to themselves or others.

9.2.2 Advocacy Services for Ongoing Assessment, Case Management, and Service Delivery.

The Contractor shall provide advocacy services to support the Participant and his/her parent or legal guardian and primary caregiver in order to stabilize the Participant, assess for the Participant's needs, strengthen the Participant's support system, and help the Participant acquire self-sufficiency skills. The Contractor shall have a working

knowledge of the Participant's basic needs, safety concerns, current support system, strengths, educational progress and case plan goals. The Contractor shall participate in MDT meetings and invited CFT meetings. The Contractor shall assist in identifying the Participant's goals and the role of each team member in addressing these goals. Advocacy services shall be provided in the following three (3) phases:

9.2.2.1 Phase I: Intake-Assessment of Needs and Stabilization – This is the first ninety (90) days of the program. This phase of the program can be extended if needed and agreed upon by the MDT/CFT.

9.2.2.1.1 The Contractor shall make initial contact with the referring County staff within twenty-four (24) hours of receiving referral to discuss overall Participant case dynamics.

9.2.2.1.2 The Contractor shall make face-to-face contact with Participant and parent or legal guardian (as appropriate) within seventy-two (72) hours of receiving the referral. The Contractor shall make every effort to contact Participant between the hours of 8:30 a.m. and 8:00 p.m., or as requested by the Participant. In the event the Contractor is unable to contact Participant after three (3) consecutive attempts, the Contractor shall notify the DCFS CSW/DPO within one (1) business day after the seventy-two (72) hour timeframe.

9.2.2.1.3 The Contractor shall provide an introductory packet for the parent or legal guardian and the Participant, in the parent's and the Participant's preferred language, outlining the program's mission, values, goals, program description, duration and frequency of services to be delivered, and program contact information.

- 9.2.2.1.4 The Contractor shall obtain the Participant's parent or legal guardian signatures on Authorization Requesting Release of Information and/or Records (Exhibit 14 of Appendix C) during the Participant's initial orientation.
- 9.2.2.1.5 The Contractor shall complete an initial Intake and Needs Assessment (Exhibit 2 of Appendix C) to determine the Participant's advocacy needs. This assessment shall include a safety plan to be coordinated with the Participant's team and approved by the County. A Safety Plan outlines the safety worries surrounding the Participant's mental/behavioral health, interpersonal relationships, and environments at home, school and the community. A Safety Plan includes the supports, services, and resources that a Participant can use to address safety concerns and reduce risk factors that place the Participant in harm's way. The Contractor shall provide an Initial Intake, individualized assessment and Safety Plan to the County within fourteen (14) days of receiving the CSE Advocacy Referral Form (Exhibit 15 of Appendix C) from the County. Contractor will send the intake, assessment, and Safety Plan via e-mail or fax to the DCFS CSW and SCSW or the Probation DPO and SDPO. If e-mailing to the DCFS CSW or DPO, carbon-copy (cc) the Supervisor. If faxing, confirm receipt of fax with the DCFS CSW/SCSW or the DPO/SDPO via written confirmation (this could be via e-mail) by the DCFS CSW/SCSW or the DPO/SDPO. Retain proof of confirmed fax receipt in Participant Records.
- 9.2.2.1.6 The Contractor shall complete an initial Advocacy Case Plan (Exhibit 4 of

Appendix C), Phase I, to include the identified needs, Participant's goals, services and support that will be provided to help the Participant achieve their goals, timeframe for achieving the goals, and the responsible parties who will team with the Participant, parent or legal guardian, primary caregiver, and DCFS CSW/DPO, to implement the Advocacy Plan. Contractor is to team with the Participant's MDT and CFT to ensure the Advocacy Plan is in alignment with the Participant's DCFS/Probation Case Plan. The Advocacy plan is to be submitted and approved by the County within thirty (30) days of receipt of referral.

9.2.2.1.7 The Contractor shall meet with the Participant face-to-face a minimum of four (4) times per month or more as determined by the Participant's Advocacy Plan/Safety Plan. In addition, the Contractor shall have weekly contact with the Participant, which may be by phone or other types of social media. The focus of these contacts is to develop rapport, stabilization, and begin addressing advocacy goals. If the Contractor is experiencing any road blocks to either developing rapport or working towards stabilization goals, the Contractor shall address these concerns in weekly supervision meetings, MDT, and CFT meetings, and with the Participant's DCFS CSW or DPO.

9.2.2.1.8 The Contractor shall notify the County of the need to make outside referrals. Upon approval from the County, the Contractor shall make the needed referrals to outside services as prescribed in the Participant's advocacy plan (i.e., substance abuse, mental health, etc.).

9.2.2.2 **Phase II: Maintenance – 6 months.** This phase can be extended if needed and agreed upon by the MDT/CFT.

9.2.2.2.1 The Contractor shall create and complete a Phase II Advocacy Plan for the Participant's on-going stabilization. This plan shall include a safety and on-going stabilization plan, and goals for Phase II in coordination with the MDT and CFT. The Phase II, Advocacy Plan should be in alignment with the DCFS/Probation Case Plan and approved by the case carrying DCFS CSW/DPO. The Contractor shall provide the Phase II Advocacy Plan to the County within fourteen (14) days of the Participant's transition to Phase II.

9.2.2.2.2 The Contractor shall meet with the Participant face-to-face, a minimum of two (2) times per month or more, as determined by the Participant's on-going stability needs and Advocacy/Safety Plan. In addition, the Advocate/Case Manager shall have weekly contact with the Participant, which can be by phone or other types of social media. The focus of these contacts is to address advocacy/case management goals, on-going safety planning, participation in educational and job readiness workshops, creating a strong support system, and referral to outside agencies for support to address Advocacy Plan goals. This phase of the program may last up to six (6) months in length. If the Contractor is experiencing any road blocks or destabilization, the Contractor shall address these concerns in weekly supervision meetings, MDT, and CFT meetings, and with the Participant's DCFS CSW or DPO.

9.2.2.2.3 The Contractor shall prepare for and participate in a six (6) month Case Review MDT and a CFT meeting to review Participant's progress with the County representative.

9.2.2.3 **Phase III: Transition - 90 Days. This phase can be extended if needed and agreed upon by the MDT/CFT.**

9.2.2.3.1 The Contractor shall prepare a 90-Day Transition Plan (Exhibit 5 of Appendix C) and submit it to the County within fourteen (14) days of the Participant's transition to Phase III. This phase of the program may last approximately ninety (90) days in length. If the Contractor experiences any impediments or destabilization, the Contractor should address these concerns through weekly supervision and with the County.

9.2.2.3.2 The Contractor shall meet with the Participant face-to-face a minimum of two (2) times per month or more as determined by the Participant's transition plan. The Contractor shall make weekly contact with the Participant which can be by phone or other types of social media to assist with the transition. The focus of these contacts is to address ongoing advocacy/case management goals, participation in educational workshops, job readiness and employment activities, linkage to services, and development and implementation of a transition plan for the Participant.

9.2.2.4 If the Participant completes the program, or exits the program for other reasons, and the DCFS CSW/DPO agrees with the termination of Advocacy Services, a Termination Report (Exhibit 16 of Appendix C) needs to be submitted to the County within seven (7) days of termination. The

Termination Report must include a listing of all goals developed with the Participant, indicating which goals were achieved and which were not achieved, and the reason(s) why the goal(s) were not achieved. The Termination Report shall also include recommendations as agreed upon in collaboration with the CTF/MDT, and at least two community resources that the Participant can utilize, if applicable and agreed upon/in collaboration with the CTF/MDT.

9.2.3 Survivor Advocacy Services

- 9.2.3.1 On a case-by-case basis, Survivor Advocacy services shall be provided by a CSEC survivor. The services shall include, but are not limited to: Stabilization and engagement; support for the Participant testifying against their trafficker; crisis response to increase and support stabilization and re-victimization; and co-facilitation of educational workshops. Survivor advocacy is more often short-term advocacy with the goal being to help the Participant stabilize and transition into longer-term advocacy services.
- 9.2.3.2 On a case-by-case basis, and as deemed necessary, the Contractor shall make face-to-face contact with Participant and parent or legal guardian (as appropriate) within forty-eight (48) hours of receiving the request by the County.
- 9.2.3.3 The Contractor shall have weekly face-to-face contact with the Participant and other contact via phone, text, or other forms of social media during the first month of service or longer, as determined by the needs of the child and the child's MDT/CFT.
- 9.2.3.4 Once the Participant has been stabilized, the Contractor shall have bi-monthly face-to-face contact with the Participant and weekly contact via phone, text, or other forms of social media during the first month of service or longer, as determined by the needs of the child and the child's MDT/CFT.

9.2.3.5 The Contractor shall participate in MDT and CFT-meetings as needed.

9.2.4 Workshop and Event Coordination

9.2.4.1 The Contractor shall be responsible for planning, coordinating, and organizing the implementation of parent and Participant workshops, including, but not limited to: The CSEC Prevention Workshop for Participants and parents, the CSEC Intervention Workshops for Participants and parents, and the Education, Job Readiness, and Transition workshops for Participants.

9.2.4.2 The Contractor shall be responsible for planning, coordinating and organizing empowerment activities and events for Participants to help Participants use various forms of healthy expression (i.e., through art, dance, writing, spoken word, poetry, song, etc.), discover new talents and interests, and have opportunities to experience healthy and positive social environments and interactions to connect with people who serve as their allies, role models, and support network, as well as peers, in order to create a sense of belonging and a sense of community. Activities and events should be informed and guided by the interests and needs of the Participants.

9.2.4.3 The Contractor shall be responsible for creating flyers, letters, postcards, posters or any other types of materials needed to market workshops, events, and activities. Such marketing material must include all the relevant information needed (i.e., date, time, location of event/activity, targeted audience, purpose/objectives of event, description of event, parking information) to maximize participation by Participants. Marketing materials and the Event/Activity Calendar for workshops, events, and activities shall be provided to DCFS and Probation at least 30 days in advance of the workshop, event, or activity.

9.2.4.4 The Workshop and Event Coordinator may facilitate/co-facilitate the workshops, given that

he/she has completed all of the County's Mandatory Contractor Training and has experience facilitating groups.

9.2.5 Parent Advocacy Services

- 9.2.5.1 The Contractor shall make face-to-face contact with parent or legal guardian within forty-eight (48) hours of receiving referral
- 9.2.5.2 The Contractor shall have weekly face-to-face contact with the parent or legal guardian and Participant (as needed) to provide support needed during the first month of service or longer if deemed necessary for stabilization and in accordance with the advocacy plan.
- 9.2.5.3 The Contractor shall co-facilitate Parent Intervention Workshops. These services shall include providing psycho-education and support to parents whose children have been victimized through the sex industry. Parent workshops will provide them with tools and opportunities for discussion to understand the pathways, risks and vulnerabilities to becoming a victim, preventing their children from being re-victimized in the commercial sex industry, opportunities to learn about the Stages of Change, engagement strategies, impact of trauma, strategies for post-traumatic growth development, and self-care. The Contractor shall ensure that workshop staff received the County's Mandatory Contractor Training.
- 9.2.5.4 The Contractor shall have a Pre and Post Test completed by Participants at the end of each workshop to demonstrate whether or not the Participant received the knowledge, skills, and/or abilities that were intended to be transferred to the Participant as a result of the workshop.
- 9.2.5.5 The Contractor shall collect the following data for each Parent Intervention Workshop Series: Number of enrolled participants at the beginning of the program; number of parents who attended each workshop, number of participants who

completed/graduated the program (i.e. out of all those who initially enrolled, number/percent that completed at least 80% or more of the program's workshops), and Evaluation Results from the Pre and Post Tests. Each workshop is to have a Pre and Post Test conducted.

9.2.5.6 The Contractor shall maintain all workshop registration/enrollment forms, sign-in sheets that include the Facilitator names, date of workshop, and Participant's full name, phone number and e-mail, as well as all Pre and Post-Tests completed for each workshop, all of which is to be sent to the CPM on a monthly basis with the Contractor's Monthly Report.

9.2.5.7 Workshop Evaluation Results for each workshop series shall be provided to the County within 14 days of the completed workshop series.

9.2.6 Youth Workshops, Trainings, and other Empowerment Activities

The Contractor shall provide the County's "Word on the Street CSE Prevention" Curriculum, and the County's "Youth Empowerment Project Intervention" Curriculum, in addition to Educational, Job Readiness, and Transitional Skills Workshops. Workshops are to be held weekly or as prescribed by the County. The Contractor shall provide Participants with transportation to workshops, as needed. The Contractor shall maintain sign-in sheets for workshops that include the name of the Facilitator/Co-Facilitator, date, title of workshop, location, and the Participant's name, phone number, and e-mail address (if available). The Contractor shall ensure that workshop staff received the County's Mandatory Contractor Training.

9.2.6.1 The Contractor shall have a Pre and Post Test completed by Participants at the end of each workshop to document whether or not the Participant received the knowledge, skills, and/or abilities that were intended to be transferred to the Participant as a result of the workshop.

9.2.6.2 The Contractor shall collect the following data for all Workshops: number of enrolled Participants at

the beginning of the program; number of Participants who attended each workshop; number/percent of Participants who successfully completed the workshop program (i.e., attended at least 80% of the workshops in the program); and Evaluation Results from the Pre and Post Tests for each workshop.

9.2.6.3 The Contractor shall maintain all workshop registration/enrollment forms, sign-in sheets which include the Facilitator names, date of the workshop, title of the workshop, location, and Participant's full name, phone number and e-mail, as well as all Pre and Post-Tests.

9.2.6.4 Workshop Evaluation Results for each workshop series shall be provided to the County within fourteen (14) days of completion of the workshop series.

9.2.7 Referral Process:

9.2.7.1 Designated and approved DCFS and Probation staff shall refer potential program Participants to the Contractor. Refer to the CSE Advocacy Referral Form (Exhibit 15 of Appendix C), County shall provide the Participant's identification information and recommend the appropriate services for each Participant. Contractor shall not make self-referrals. County anticipates making up to seventy-five (75) referrals annually per FRP area.

9.2.8 The County shall reimburse the Contractor in arrears based on the number of Service Units provided on a monthly basis. One Service Unit equals one hour of service provided by the Contractor. The County shall pay the Contractor for Mandatory Contractor Training received on a monthly basis. One Mandatory Contractor Training Unit equals one hour of training provided by County. The Contractor shall be reimbursed at the rate of \$140 per service unit of training. This service unit price is for the aggregate of staff attending the training and shall not be reimbursed per person.

9.2.9 The Contractor shall maintain a case file on each Participant, which includes, but is not limited to the following:

- 9.2.9.1 Completed CSE Advocacy Referral form (Exhibit 15 of Appendix C)
- 9.2.9.2 A signed Authorization Requesting “Release of Information and/or Records” (Exhibit 14 of Appendix C)
- 9.2.9.3 A copy of Los Angeles County First Responder Protocol for CSEC Intake Form (Exhibit 13 of Appendix C)
- 9.2.9.4 Intake and Needs Assessment Form (Exhibit 2 of Appendix C)
- 9.2.9.5 Safety Assessment and Safety Plan (Exhibit 3 of Appendix C)
- 9.2.9.6 Advocacy Case Plan (Exhibit 4 of Appendix C)
- 9.2.9.7 Six (6) month Review Report (Exhibit 17 of Appendix C)
- 9.2.9.8 90-Day Transition Plan (Exhibit 5 of Appendix C)
- 9.2.9.9 Case Notes (Exhibit 12 of Appendix C)
- 9.2.9.10 Advocacy Auxiliary Fund Request (Exhibit 8 of Appendix C)
- 9.2.9.11 Advocacy Auxiliary Fund Receipts
- 9.2.9.12 Termination Report (Exhibit 16 of Appendix C)
- 9.2.9.13 CSEC Prevention or Intervention Workshop Completion Certificates (to be provided for each workshop completed) and Graduation Certificates (to be provided to Participants who complete at least 80% of the workshops included in the program).
- 9.2.9.14 Education, Job Readiness, and Transitional Workshop Completion Certificates (to be provided for each workshop completed) and Graduation Certificates (to be provided to Participants who complete at least 80% of the workshops included

in the program).

10.0 SPECIFIC TASKS

The Contractor shall attend the following County trainings listed under Section 10.1 (Mandatory Contractor Training). As a result of the trainings, the Contractor shall then provide the CSEC Prevention Workshop (“Word on the Street”) and CSEC Intervention Workshops/Wookbook (“The Empowerment Project”; CSE Parent Intervention Program) to Participants.

10.1 Mandatory Contractor Training

The Contractor shall be required to attend and participate in all training sessions associated with the facilitation of advocacy services. The Contractor’s staff comprised of the Project Manager and all field staff must have knowledge of the educational curriculums and service advocacy interventions and will be required to demonstrate their competence in understanding the curriculums used and program content for the County’s educational workshops. The training for the educational workshops shall include, but not be limited to:

10.1.1 CSEC 101 (8 hours)

10.1.2 CSEC 102 (8-16 hours)

10.1.3 Trauma-informed Training (16 hours)

10.1.4 “Word on the Street” – Prevention Curriculum (16 hours)

10.1.5 “The Girls Empowerment Project: Redefining Girls Strength, Courage and Self-Image” – Intervention Curriculum (16 hours)

10.1.6 CSE Parent Intervention Program Curriculum (8 hours)

10.1.7 Advocacy Services Orientation and Training: program design, services, restoration funds, MDT Meetings, CFTs, DCFS/Probation CSEC contacts, roles and responsibilities, managing/supporting survivors of CSEC, deliverables, forms, managing the contract, case documentation requirements, monthly reports, mandated reporting, critical incidents, goals, outcomes (24hours).

10.2 Additional Requirements

10.2.1 The Contractor shall provide and/or purchase the County approved items for reimbursement according to the procedures set forth in Advocacy Auxiliary Funds Request (Exhibit 8 of Appendix C). A listing of allowable expenses is provided in Allowable Expenditures for CSEC Funding (Exhibit 9 of Appendix C). Items may include, but are not limited to:

10.2.1.1 Transportation to workshops, court hearings, treatment sessions, and/or support services, etc.

10.2.1.2 Sports Equipment/Uniforms

10.2.1.3 College Tours

10.2.1.4 Tutoring

10.2.1.5 Youth Empowerment Conference

10.2.1.6 Job Readiness Support

10.2.1.7 Personal/Self Care/Hygiene

10.2.1.8 Diapers and baby products, etc.

10.2.1.9 Clothing, books, etc.

10.2.1.10 Extra-curricular or therapeutic programs that reflect the Participant's interests (i.e., art classes, cooking classes, dance classes, equine therapy).

10.2.2 Contractor shall ensure that the vehicles to transport Participants are properly maintained and shall secure and maintain automobile liability insurance on such vehicles at all times.

10.3 Performance Measures

The Contractor must provide performance measures to demonstrate how the services are progressing in achieving the established goals and objectives of the program. The following are outcomes and measurements:

10.3.1 Advocacy Services

Service Goals Impacting Safety Outcomes:

- 85% of Advocacy FRP crisis response occurs within 90 minutes of notification.
- 90% participation in invited MDT/CFT meetings.
- 85% of all referrals have a completed Intake and Needs Assessment and Safety Plan that was developed with the Participant, his/her parent (as appropriate) and primary caregiver (if applicable) and approved by the DCFS CSW or DPO within fourteen (14) days of Contractor receiving the referral.
- 85% of all enrolled Participants will have an Advocacy Plan in place that was developed with the Participant, his/her parent (as appropriate) and primary caregiver (if applicable) within 30 days of the referral.
- 85% of cases reviewed show that the Contractor developed an appropriate safety plan with the youth and family and continually monitored and updated the safety plan as needed, including monitoring family engagement in any safety-related services.
- 90% of required contacts with Participants have been completed.

Service Goals Impacting Permanency and Stability Outcomes:

- 85% of all enrolled Participants are linked to services identified in the Advocacy Plan within sixty (60) days of initial enrollment.
- 75% of referred Participants maintain weekly contact with the Advocate within the first ninety (90) days.
- 85% of enrolled Participants have an Updated Advocacy Plan at least every ninety (90) days, from the commencement of the initial Advocacy Plan.
- 30% increase in CSEC awareness, understanding of CSEC dynamics, and improved attitude/beliefs for those who successfully completed the Parent and Participant CSEC Prevention and Intervention workshops (successful completion is defined as

completing 80% of the required workshops).

- 80% of enrolled parents in the CSEC Parent Intervention Program successfully completed the program (successful completion is defined as attending 80% of the required workshops).

Service Goals Impacting Self-Sufficiency and Well-Being Outcomes:

- 70% of enrolled Participants have a Transition Plan completed within 9 months of the referral.
- 85% of all enrolled Participants are to complete applicable workshops within twelve (12) months of enrollment.
- 85% of Participants who graduated from the program met at least 85% of advocacy plan goals.
- 85% of Participants who identify as LGBTQ are linked to the appropriate services to meet needs specific to LGBTQ youth.
- 85% of Participants who have successfully graduated from the Advocacy Services Program will be linked to at least two resources in the community before terminating Advocacy Services.

Service Goal Impacting Organizational Excellence:

- Participants and parents who exit the program indicate an overall services rating of “Very Satisfied” or “Satisfied” on 85% of all completed surveys.
- 85% of cases reviewed show that the Contractor made concerted efforts to actively involve the youth, parents, foster caregiver, and CSW/DPO in 1) Identifying strengths and needs, 2) identifying services and service providers, 3) establishing goals in the Advocacy Plan, 4) evaluating progress toward goals, and 5) discussing the case plan.

Long-term shared Outcomes:

- Reduced recurrence of exploitation.
- Increased placement stability.
- Increase number/percent of Participants able to remain home with services provided.
- Increased permanency for Participants (increase the number of Participants reunified with their parents or established legal guardianships and adoptions).
- Decreased re-entry into foster care.

10.4 Monthly Reporting

The Contractor shall send, via email, by the 15th of each Month, the following:

10.4.1 Advocacy Activity Report: Date of activity, type of contact (face-to-face, phone call, text, social media), type of activity (home visit ongoing assessment, safety planning, advocacy planning, etc.); Participant's name, Participant's date of birth, parent's name, Parties involved in activity (Participant, parent, foster parent, DCFS CSW/DPO, etc.), time spent on activity, system involvement (DCFS, Probation, Dual Supervision). The Advocacy Activity Report is to be signed and dated by the Contractor.

10.4.2 Current Caseload Report: Date of referral, date of last contact with Participant, Participant's name, Participant's date of birth, parent's name, parent or legal guardian receiving services (yes/no); if parent is receiving services, date of last contact with parent, status of case (active, suspended, AWOL), advocate name, CSW/DPO name, DCFS Service Status (Family Maintenance, Family Reunification, Permanent Placement, AB12). The Current Caseload Report is to be signed and dated by the Contractor.

10.4.3 Source Documentation: Copies of workshop and event sign-in sheets (must include title of event/activity, Facilitator(s), date, location, names of participants), workshop evaluation reports, workshop Pre and Post-Tests, calendar of events/activities, flyers, restoration funds requests, receipts, and invoices.

The Contractor shall hold monthly staff meetings regarding overall advocacy service compliance, new

intakes, case reviews, and any service delivery issues or concerns. Minutes of the meetings shall be retained by the Contractor through the contract term and made available for County audits.

11.0 UNSCHEDULED WORK

If the 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 the Contractor, and Contractor shall have no claim whatsoever against the County.

12.0 CONTRACTOR'S QUALITY CONTROL PLAN AND MONITORING

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the Proposal. The original plan and any future amendments are subject to County review and approval and shall include, but are not limited to the following:

- 12.1 An inspection system covering all the services listed on Performance Requirements Summary Chart (Exhibit 18 of Appendix C). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 12.2 The methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 12.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.41 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 12.4 The methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor being unable to perform the contracted work.
- 12.5 The methods for assuring that confidentiality of juvenile records and information are maintained while in the care of the Contractor's employees.

- 12.6 The methods for maintaining security of records and the methods for preventing the loss or destruction of data.

13.0 COUNTY'S QUALITY ASSURANCE MONITORING

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The Contractor's 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 the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Performance Requirements Summary (PRS) Chart (Exhibit 18 of Appendix C) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

13.1 Performance Evaluation Meetings

The CPM may meet weekly with the Contractor's Project Director and Program Manager during the first three (3) months of the Contract if the CPM deems it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

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

- 13.3 The County shall have the right to remove any Contractor personnel performing services under this Contract deemed unsatisfactory by the CPM. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours when requested to do so by the CPM.

13.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually

agreed upon by the County and the Contractor.

The CPM will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Contract Discrepancy Report (Exhibit 6 of Appendix C). Upon receipt of this document, the Contractor is required to respond in writing to the CPM within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. The Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the CPM within ten (10) business days of receipt of the Contract Discrepancy Report.

14.0 GREEN INITIATIVES

- 14.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 14.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

15.0 PERFORMANCE REQUIREMENT SUMMARY

- 15.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 15.2 A standard level of performance will be required of the Contractor for the required services. Performance Requirements Summary (PRS) Chart (Exhibit 18 of Appendix C) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor’s performance under this Contract using the quality assurance procedures specified in Performance Requirements Summary Chart (Exhibit 18 of Appendix C) or other such procedures as may be necessary to ascertain the Contractor’s compliance with this Contract. Failure of the Contractor to achieve this standard

can result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

15.3 When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

15.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

15.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

15.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

15.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others due to the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

15.4 This paragraph does not limit the County's right to terminate the Contract upon ten (10) business day's written notice with or without cause, as provided for in Paragraph 8.47 (Termination for Convenience) of the Contract.

16.0 PERFORMANCE OUTCOME SUMMARY

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOAL		
PROGRAM: Advocacy Services		
OUTCOME GOALS: Safety, Permanency, Stability, Self-Sufficiency and Well-Being		
TARGET GROUP: CSEC victims, youth at risk of CSEC		
Outcome 1: Safety	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
First Responders Timely Crisis Response	85% of Advocacy FRP crisis response occurs within 90 minutes of notification.	FRP Intake Form
Participation rate in MDTs and CFTs	90% participation in invited MDT/CFT meetings.	Case Notes (Please reference Exhibit 12 (Case Notes) of Appendix C (Statement of Work Technical Exhibits) MDT Summary Reports, Tracking Tool
Timely completion of Intake, Needs Assessment and Safety Plan	85% of all referrals have a completed Intake and Needs Assessment and Safety Plan that was developed with the Participant and his/her parent (as appropriate) and primary caregiver (if applicable) and approved by the DCFS CSW/DPO within 14 days of Contractor receiving the referral.	Intake, Needs Assessment and Safety Plan, Tracking Tool
Ongoing, concerted efforts made to assess and address the risk and safety concerns of youth Participants	85% of cases reviewed show that the Contractor developed an appropriate safety plan with the youth and family and continually monitored and updated the safety plan as needed, including monitoring family engagement in any safety-related services.	CSEC Advocacy Services Case Reviews

Outcome 1: Safety	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Engagement of Participant, parent, caregivers, and DCFS CSW/DPO in Advocacy Plan	85% of all enrolled Participants will have an Advocacy Plan in place that was developed with the Participant and his/her parent (as appropriate), primary caregiver (if applicable), and approved by CSW/DPO within 30 days of the referral.	Advocacy Plan
Rate of successful completion of parent prevention workshops	80% of enrolled parents in the CSEC Prevention Program successfully completed the program (successful completion is defined as attending 80% of the required workshops).	Referral form Workshop Completion Certificate Tracking Tool
Timely completion of required contacts	90% of required contacts with the Participant have been completed.	Case Notes Advocacy Plan Safety Plan

Outcome 2: Permanency and Stability	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Linkage to services	85% of all enrolled Participants are linked to services identified in the Advocacy Plan within 60 days of initial enrollment.	Advocacy Plan Case Notes
Engagement	75% of referred Participants maintain weekly contact with Advocate within first 90 days.	Case Notes Tracking Tool
Timely completion of Advocacy Plan	85% of enrolled Participants have an Updated Advocacy Plan at least every 90 days from the initial Advocacy Plan.	Advocacy Plan, Tracking Tool
Improved awareness, understanding, and attitude/beliefs	30% increase in CSE awareness, understanding of CSE dynamics, and improved attitude/beliefs for those who successfully completed the Youth CSE Prevention and Intervention workshops and Parent Intervention Program (successful completion is defined as completing 80% of the required workshops).	Pre and Post Workshop Tests
Rate of successful completion of parent intervention workshops	80% of enrolled parents in the CSE Parent Intervention Program successfully completed the program (successful completion is defined as attending 80% of the required workshops).	Referral form Workshop sign-in sheets Pre and Post Workshop Tests

Outcome 3: Self-Sufficiency and Well-Being	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Timely completion of Transition Plan	70% of enrolled Participants have a Transition Plan completed within 9 months of the referral.	Transition Plan, Tracking Tool
Rate of applicable workshop completion by Participants	85% of all enrolled Participants are required to complete applicable workshops within 12 months of enrollment.	Referral Form Workshop Completion Certificates
Rate of Goal Achievement	85% of Participants who graduated from the program met at least 85% of advocacy plan goals.	Termination Report
Linkage to LGBTQ Services	85% of Participants who identify as LGBTQ are linked to the appropriate services to meet needs specific to LGBTQ youth.	Advocacy Plan Termination Report
Linkage rate to Community Resources upon termination	85% of Participants who have successfully graduated from the Advocacy Services Program will be linked to at least two resources in the community before terminating Advocacy Services.	Termination Report

Outcome 4: Organizational Excellence	PERFORMANCE TARGET	METHOD OF DATA COLLECTION
Customer Satisfaction	Children and parents who exit the program indicate an overall services rating of “Very Satisfied” or “Satisfied” on 85% of all completed surveys.	Customer Surveys
Child and Family, and CSW/DPO Involvement in Case Planning	85% of cases reviewed show that the Contractor made concerted efforts to actively involve the youth, parents, primary caregiver, and CSW/DPO in case planning. Actively involved means the Contractor involved the youth, parent(s), and CSW/DPO in 1) identifying strengths and needs, 2) identifying services and service providers, 3) establishing goals in the Advocacy Plan, 4) evaluating progress toward goals, and 5) discussing the case plan.	Case Reviews

Shared Long-Term Outcomes:		
Reduced recurrence of exploitation	Baseline to be established	CWS/CMS
Increased placement stability	Baseline to be established	CWS/CMS
Increase number/percent of youth able to remain home with services provided	Baseline to be established	CWS/CMS
Increased permanency for CSE youth (increase the number of children/youth reunified with their parents or established legal guardianships and adoptions).	Baseline to be established	CWS/CMS
Decreased re-entry into foster care	Baseline to be established	CWS/CMS

LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK

Exhibit 1	DCFS Core Practice Model
Exhibit 2	Intake and Needs Assessment
Exhibit 3	Safety Assessment and Safety Plan
Exhibit 4	Advocacy Case Plan
Exhibit 5	90-Day Transition Plan
Exhibit 6	Contract Discrepancy Report
Exhibit 7	Los Angeles County Commercially Sexually Exploited Children (CSEC) Law Enforcement First Responder Protocol
Exhibit 8	Advocacy Auxiliary Funds Request
Exhibit 9	Allowable Expenditures for CSEC Funding
Exhibit 10	Confidentiality of CORI Information
Exhibit 11	FRP Area 1, FRP Area 2, FRP Area 3, FRP Area 4, FRP Area 5, FRP Area 6
Exhibit 12	Case Notes
Exhibit 13	Los Angeles County First Responder Protocol for CSEC Intake Form
Exhibit 14	Authorization Requesting Release of Information and/or Records
Exhibit 15	CSE Advocacy Referral
Exhibit 16	Termination Report
Exhibit 17	Six (6) Month Review Document
Exhibit 18	Performance Requirements Summary (PRS) Chart

DCFS CORE PRACTICE MODEL

Our Departments have developed a shared and evolving model of practice to better integrate services and supports for children, youth, families and communities. Our commitment and approach are cemented in the crucial elements of community partnership, teamwork, family voice and choice, cultural competence, respect, accountability, continuous quality improvement and implementation of best practice.

Key Outcomes: *Safety, Permanence, Well-Being, Self Sufficiency, Organizational Excellence*

Shared Values and Guiding Principles

- **Child Protection & Safety:** Children and youth have the right to live in a safe environment, free from abuse, and neglect.
- **Permanent, Lifelong, Loving, Families:** Children and youth need and are entitled to a safe, nurturing and permanent family environment ideally in their own home.
- **Strengthening Child & Family Well-Being and Self Sufficiency:** Identifying the unique strengths of children, youth and families allows services and supports to be individualized and tailored.
- **Child Focused Family Centered Practice:** Focusing on the child's individualized, underlying needs and strengths, and the strengths and capacities of families provide the best guide to effective intervention and lasting change.
- **Community-Based Partnerships:** Services and interventions for children, youth and families are delivered collaboratively by agencies, providers, community and informal and naturally occurring supports in order to meet each family's needs.
- **Cultural Competency:** We maintain an attitude of cultural humility; honoring and respecting the beliefs and values of all families and recognizing that the cultural, ethnic and spiritual roots of the child, youth and family are a valuable part of their identity.
- **Best Practice and Continuous Learning:** We commit to developing an environment of continuous listening and learning and to ensuring that policy and practice decisions are based on reliable data as well as evidence, research and feedback.

The Practice Wheel - Operationalizing the Shared Practice Model

Our values and guiding principles are applied through a set of practice activities depicted by the Practice Wheel.

- **Engaging** is the practice of creating trustful working relationships a child and their family by increasing their participation, validating their unique cultural perspective, and hearing their voice and choice.
- **Teaming** is the practice of building and strengthening the child and family's support system, whose members meet, communicate, plan together, and coordinate their efforts in a unified fashion to address critical issues/needs.
- **Assessing** is the practice of collaborating with a family's team to obtain information about the salient events impacting children and families and the underlying causes bringing about their situation.
- **Planning and Intervening** is the practice and process of tailoring and implementing plans to build on strengths and protective capacities in order to meet individual needs for each child and family.
- **Tracking, Adapting and Transitioning** is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, reworking the plan, celebrating successes, adapting to challenges and organizing.



Intake and Needs Assessment

Information for the intake assessment should be gathered from the youth, current treatment team, and parents/guardian (if actively involved in youth's treatment) in order to obtain a holistic assessment of the youth's current needs

I. Demographic and Identifying Information:

Name: _____ Nickname: _____

Date of birth: _____ Age: _____ Intake Date: _____

Gender Identity: _____ Height: _____ Weight: _____

Sexuality (circle): Straight Lesbian Gay Bisexual Pansexual Asexual

Personal Pronouns (circle): She/Her He/Him Them/Their Zi/Zir Other: _____

Transgender (circle): N/A Trans Male Trans Female Non-Binary Other

Race (circle): Caucasian Black American Indian Asian

Native Hawaiian/Other Pacific Islander Two or more races: _____

Ethnicity (circle): Hispanic/White Non-Hispanic/Non-White

Supervision (circle): DA Diversion DCFS Dual

If probation, list PDJ: _____ If dual, list the lead: _____

If DCFS, provide State ID: _____

Home phone: _____ Cell: _____

Email: _____ Email: _____

Instagram: _____ Twitter: _____

Facebook: _____ Tattoo: _____

Piercings: _____ Other identifiable markers: _____

II. Family:

Mother's Name: _____ Phone: _____

Address: _____ State _____ Zip _____

Father's Name: _____ Phone: _____

Address: _____ State _____ Zip _____

Siblings:

Name _____ Age: _____ Caregiver: _____

Name _____ Age: _____ Caregiver: _____

Name: _____ Age: _____ Caregiver: _____

List family members and contact info for family members that are an active part of your life:

Name: _____ Relation: _____ Phone _____

Name: _____ Relation: _____ Phone _____

Name: _____ Relation: _____ Phone _____

Are you currently doing family therapy: _____ If not, are you open to it: _____

Could your family benefit from CSEC psychoeducation: _____

Additional family needs: _____

III. Support system and contact information:

(this includes both professionals and non-professionals)

CSW: _____ Phone: _____

DPO: _____ Phone: _____

Attorney: _____ Phone: _____

Educational Advocate: _____ Phone: _____

Therapist: _____ Phone: _____

Case Manager: _____ Phone: _____

Other: _____ Phone: _____

Other: _____ Phone: _____

Other: _____ Phone: _____

IV. Placement

If in placement, circle type:

Emergency Shelter Locked level 14 Unlocked level 14 Level 12

Small group home SILP FFA County Foster Home Relative NREFM

Juvenile Hall

Caregiver Name: _____ Relation to child: _____

Address: _____ State _____ Zip _____

Phone: _____ Cell: _____

Unit/Cottage: _____

At-risk of 7 day notice: _____

Additional placement/housing needs: _____

V. Education

School currently enrolled in: _____ Current grade: _____

School Address: _____

Type of school (NPS, public, charter, independent study): _____

Does the youth have an IEP: _____ If no, does the youth need an IEP: _____

Does the youth have an educational advocate: _____

If no, does the youth need an educational advocate: _____

Is the youth currently receiving tutoring: _____ If no, does the youth need tutoring:

_____ For what subject(s): _____

What has youth been in trouble for at school (including suspensions and expulsions):

On average, how many days per week is the youth attending school: _____

Last time youth attended school consistently: _____

Are you on track for GED or High School Diploma: _____

What do you want to do after high school: _____

What type of setting do you learn best in (school size, class size, length of school day, seating in classroom, 1:1 support, etc.): _____

Additional educational needs: _____

VI. Extracurricular Activities

List any extracurricular activities you were involved with or are interested in: _____

What do you enjoy doing for fun: _____

What are you good at: _____

Additional extracurricular needs: _____

VII. Independent Living Skills

What are your career interests: _____

What would it take to achieve this career: _____

What independent living skills are you interested in learning: _____

Do you need to obtain a copy of your birth certificate/social security card/CA ID: _____

Additional independent living needs: _____

VIII. Legal

Have you testified against your trafficker: _____

If not, would/will you be testifying: _____

If so, when is the court date and who is a contact person: _____

Do you have any pending charges: _____ If so, list: _____

Do you have any outstanding bench warrants: _____

If youth has a child, does youth need custody assistance: _____

Additional legal needs: _____

IX. Medical

When was the last time you saw a doctor: _____ For what: _____

Any current medical concerns: _____

When was the last time you saw a dentist: _____ For what: _____

Any current dental concerns: _____

Do you wear glasses or contacts: _____ Do you need to see an optometrist: _____

When was the last time you saw a gynecologist: _____ For what: _____

Any current gynecological concerns: _____

Have you ever been tested for STDs/HIV: _____ If not, are you interested in getting tested: _____

Are you currently pregnant: _____ If yes, when and where was the last prenatal appointment: _____

Any concerns about your pregnancy: _____

Have you been pregnant before: _____ Outcome: _____

If the youth has a child, are there any medical concerns with the child: _____

Any other medical concerns: _____

X. Mental Health

Are you currently receiving case management services or therapy: _____ If so, where: _____

What has been helpful with therapy/case management in the past: _____

Are you currently seeing a psychiatrist: _____ If so, where: _____

What medication are you prescribed: _____

Any concerns with medications: _____ If so, describe: _____

Current suicidal or homicidal ideation or plan: _____

Do you participate in any adjunctive therapies: _____ If so, describe: _____

_____ If no, any interest in adjunctive therapies: _____

Additional mental health concerns: _____

XI. Substance Use

Have you used any substance: _____ If so, what and when and how often:

By force or your own choice: _____

Have you received substance use counseling before: _____ If so, when and where _____

_____ Does youth need substance use counseling: _____

Does youth attend NA and have a sponsor: _____ If not, does youth want a sponsor: _____

Additional substance use concerns: _____

XII. CSEC

What age did your exploitation begin: _____

Where were you exploited (i.e., cross streets and cities): _____

Do you want out of the life: _____ Do you still have contact with your pimp: _____

Name of Pimp(s)/Trafficker(s)/Exploiter(s): _____

Do you have any tattoos you want removed: _____

Additional CSEC info: _____

XIII. Additional information

XIV. Summary of identified needs

XVI. Recommendations

Print name and title

Signature and date

**SAFETY ASSESSMENT
AND SAFETY PLAN**

Screening Date: _____

Staff: _____

Youth First Name: _____ Last Name: _____

Location of trafficking: _____

HISTORY OF THREATS AND VIOLENCE	YES	NO
When you were working, did anyone ever threaten to harm you, or actually harm you for any reason?		
Did anyone ever actually harm you for any reason? If so, can you tell me a little bit more about what happened? <i>Were you ever hit (i.e. struck/slapped with hand, struck with an object)?</i> <i>Were you ever burned?</i> <i>Did someone touch you where they weren't supposed to?</i> <i>Did someone try to have or have sex with you? Did someone ask you to have sex with anyone else?</i> <i>Did someone ever take pictures with a camera/phone or take a video of you? What were you doing?</i>		
Did anyone ever threaten to harm you if you ran away or if you told anyone what was happening to you? If yes, what did they tell you would happen?		
Was anyone, including you, ever caught trying to run away OR caught after they escaped? If so, what happened?		
Did your trafficker ever force you to use drugs? If yes, please list the drugs.		
Did your trafficker ever use weapons? If yes, please list the weapons.		
Was your trafficker involved in any other illegal activity?		

B. CURRENT THREATS AND VIOLENCE	YES	NO
Has your trafficker attempted to contact you either directly or through someone else since you left?		
Are you in touch with anyone your trafficker knows?		
Does the trafficker know of or have access to any of your social media sites? (i.e. email addresses, Facebook, Twitter, MySpace, Instagram, Snapchat, Vine, etc.)		
Is the trafficker from the same geographic, ethnic, or religious community as you?		
Have all interpreters and other parties involved in this case been carefully screened for ties to the trafficker?		

Is the minor sufficiently removed from any areas where exploitation took place? Consider all services, including shelter, foster home, school, community--based services, etc.		
Is the minor a material witness or otherwise involved in a state or federal criminal case against the trafficker? If so, are the respective parties aware of minor's safety concerns?		
Current location of trafficker known? <input type="radio"/> Jail <input type="radio"/> At large within U.S. <input type="radio"/> At large overseas <input type="radio"/> Other:		
Are any of the traffickers associates still at large?		

C. RISK TO FAMILY OR LOVED ONES	YES	NO
Did anyone ever threaten to harm your family or someone you care about if you ran away or told anyone what was happening to you? If so, what did they tell you would happen?		
Do you know if your trafficker ever harmed another girl's/boy's family or loved ones for any reason? If so, what was the reason and how they were harmed?		
Does the trafficker know where your family or loved ones are now?		
Has anyone contacted your family to try and find you?		
Has anyone threatened or harmed your family?		

D. ADDITIONAL RISK FACTORS	YES	NO
Does the minor live in a different city/county/state from those she fears?		
Could she encounter any of the people she fears on the street?		
If in custody, are there other victims or associates of the trafficker in the same center as the minor?		
If in custody, has the minor been asked to be represented by the trafficker's attorney?		
If in custody, has the minor been visited by any "friends" of the trafficker?		
If an investigation is in progress, does the trafficker know about it?		
Was there a conviction or jail sentence for the trafficker and/or others? If so, release date:		
Are there family members, friends, gang members, etc. of the trafficker who the minor fears?		
Is the minor a flight risk?		

Risk to child:	LOW	MEDIUM	HIGH
Risk to family:	LOW	MEDIUM	HIGH
Risk to staff:	LOW	MEDIUM	HIGH

Safety Plan:

Print name and title

Signature and date

Youth Name

Signature and date

Parent Name

Signature and date

Caregiver/Foster Parent (if applicable)

Signature and date

90-DAY TRANSITION PLAN

YOUTH:

ADVOCATE:

DOB:

AGE:

EDUCATION PLAN	To prepare, I or a supporting adult (name) will:	Recommended documents the youth will need:
HOUSING PLAN	To prepare, I or a supporting adult (name) will:	Recommended documents the youth will need:
EMPLOYMENT PLAN	To prepare, I or a supporting adult (name) will:	Recommended documents the youth will need:
MENTORING AND CONTINUING SUPPORT SERVICES	To prepare, I or a supporting adult (name) will:	Recommended documents the youth will need
FAMILY AND OTHER PERMANENT CONNECTIONS:	I plan to stay connected to family and other adults by:	Recommended documents the youth will need:
HEALTH INSURANCE PLAN	If not eligible for extended Medi-Cal, I plan to get health insurance through:	Agency, employer or other person providing health insurance:

Copies to: Youth - Caregiver - Case File - Family - Others

TECHNICAL EXHIBIT CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

OPERATIONAL AGREEMENT
BETWEEN
LOS ANGELES SHERIFF'S DEPARTMENT
Herein referred to as "LASD"
AND
LONG BEACH POLICE DEPARTMENT
Herein referred to as "LBDP"
AND
LOS ANGELES POLICE DEPARTMENT
Herein referred to as "LAPD"
AND
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Herein referred to as "DCFS"
AND
PROBATION DEPARTMENT
Herein referred to as "Probation"
AND
DEPARTMENT OF HEALTH SERVICES
Herein referred to as "DHS"

**Los Angeles County Commercially Sexually Exploited Children
(CSEC) Law Enforcement First Responder Protocol**

WHEREAS, the parties to this Agreement, LASD, LAPD, LBDP, DCFS, Probation and DHS (the "Parties"), have previously created the attached Law Enforcement First Responder Protocol as a first step for a victim-centered, multi-agency response model within the County. The First Responder Protocol serves to guide law enforcement, County agencies, and community-based partners on appropriate steps to take within the first 72 hours of interfacing with an identified or suspected CSEC. The Operational Agreement and protocol reflect Los Angeles County's commitment to treating commercially sexually exploited children who have been exposed to severe violence, threats, and trauma, as victims of child abuse and human trafficking, rather than criminalizing them as delinquents.

WHEREAS, the First Responder Protocol was initially implemented in August 2014 in a pilot area with LBDP and LASD Compton and Century Stations and was expanded in 2015 to include LAPD's 77th and Southeast Divisions and all LASD patrol stations. Since implementation, there have been a total of three hundred thirty-five (335) CSEC recoveries. The parties to this Agreement have convened on a monthly basis to monitor implementation, discuss challenges and successes and make necessary changes to the protocol to ensure it continues to meet the overarching goals.

WHEREAS, California has unequivocally declared that there is No Such Thing as a Child Prostitute through the passage of Senate Bill 1322, which renders the crimes of loitering with the intent to commit prostitution and prostitution inapplicable to minors as of January

2017. The Parties to this agreement remain committed to serving these youth through a victim-centered approach.

WHEREAS, this Agreement defines the mutually agreed upon collaboration and responsibilities of the Parties to implement the First Responder Protocol. These cooperative activities under this Agreement shall be implemented at no additional cost to the Parties. It is not intended to establish legal duties or otherwise alter the respective responsibilities of the Parties.

WHEREAS, in order to implement the First Responder Protocol and to allow for the sharing of information among the Parties, it is the purpose of this Agreement to form a multidisciplinary personnel team to investigate reports of suspected child abuse and neglect.

Now, therefore, in order to further update and expand the First Responder Protocol, each party agrees to enter into this Operational Agreement and provide the services contained herein. As the First Responder Protocol continues to expand, additional parties will enter this agreement through an addendum signed by the Los Angeles County Integrated Leadership Team (ILT), comprised of the Department of Children and Family Services (DCFS), Probation Department (Probation) and the Los Angeles Sheriff's Department (LASD), and will also agree to take on the responsibilities outlined below:

LAW ENFORCEMENT RESPONSIBILITIES

The law enforcement agencies that are joining as parties to this agreement are the LASD, LAPD and LBPD. LASD, LAPD and LBPD agree to:

1. Designate law enforcement officials to support and resolve issues with implementation of the First Responder Protocols. They will also be responsible for approving or denying non-material change requests to this Agreement. See attached Contact List (Attachment A) that includes designated officials from each law enforcement agency. This contact list will be updated when necessary to reflect personnel changes.
2. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.
3. In accordance with Welfare and Institutions Code ("WIC") § 305(a), take a child victim of commercial sexual exploitation into temporary custody if the officer has reasonable cause to believe the child is a person described by WIC § 300 and:
 - a. The child has an immediate need for medical care, or
 - b. The child is in immediate danger of physical or sexual abuse, or
 - c. Leaving the child unattended poses an immediate threat to the child's health or safety. If the parent or guardian of the youth cannot be

contacted, the officer must notify a social worker within DCFS to assume custody of the child.

4. Conduct an initial investigation in accordance with internal protocols.
 - a. Make best efforts to obtain the identity of the child, including using a Blue Check device if available.
5. Give notice to the investigating officer:
 - a. Follow internal agency protocol for notification for First Responder Protocol cases.
6. Assess the urgency of the child's medical needs:
 - a. If there is evidence of a sexual assault, follow applicable department protocols. The law enforcement agency that interacts with the youth is responsible for transporting the child and requesting a forensic exam.
 - b. The child must be taken to the emergency room or Sexual Assault Response (SAR) site as soon as possible if:
 - i. There was genital-genital or genital-mouth contact between a person and the child in the last 72 hours;
 - ii. There was unprotected genital-genital contact between a person and the child within the past 5 days; or
 - iii. The child appears to need immediate medical treatment for any other reason.
7. Request an Emergency Protective Order pursuant to California Family Code §6250, if the child identifies the trafficker.
8. If the child is 10 years of age or older, the officer shall complete an advisement of rights. The child has a right to make two phone calls, except where physically impossible. One call will be to a parent, guardian, or responsible relative; and the other call will be to an attorney.
9. Follow department protocol to ascertain the child's real age, if the child reports to being over the age of 18 years old, but there is any indication that the child is a minor.
10. Use the following guidelines, if the investigation uncovers potential crimes or offenses committed by the child:
 - a. For misdemeanors: After engaging the child, law enforcement will use discretion to decide whether to detain.

- b. For felonies: If the child is 14 years of age or older and is taken into custody for the personal use of a firearm in the commission or attempted commission of a felony or any offense listed in Welf. & Inst. Code § 707(b), then law enforcement must detain the child.
11. Contact the child's parent, guardian or caregiver to notify them that the child was found. Notify parent of staging area location, if it is safe to do so.
12. Complete an advisement of the child's constitutional rights, including the right to stay silent, if the officer takes the child into temporary custody because the officer has reasonable cause to believe the child falls under WIC § 602, or that the child has violated an order of the juvenile court or escaped from any commitment ordered by the juvenile court.
13. Report suspected abuse to the DCFS Child Protection Hotline (CPH).
 - a. Use specified triggering language, identify reporting law enforcement agency and state that the officer has a suspected CSEC in custody.
 - b. Provide the CPH all known information regarding the child, including whether the child is from Out of County or Out of State.
 - c. Provide the location of the staging area where the child will be in 90-minutes from the call.
14. Transport the child to the identified staging area.¹
15. Interface with DCFS and/or the Probation Department and the designated advocacy agency at the staging area.
16. Participate in the Multi-Disciplinary Team (MDT) meeting led by either DCFS or Probation, if necessary.
17. Alert DCFS/Probation and the advocacy representative as soon as the child can be released from the police station so that they can transport the child to the agreed-upon placement/home. Help with transporting the child, if determined necessary.
18. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

DCFS RESPONSIBILITIES

DCFS agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocol. The Program Manager will also be responsible to perform the duties stated in the General Terms, subsections 3 and

¹ Specific FRP responses vary depending on the youths' system involvement and home jurisdiction. For further guidance regarding the specific law enforcement, DCFS, Probation and Advocate response, see "FRP Scenarios" (Attachment B)

4. See attached Contact List (Attachment A) that includes designated Program Managers from each division. This contact list will be updated when necessary to reflect personnel changes.
2. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.
3. Duties of the DCFS Child Protection Hotline (CPH) Staff:
 - a. Upon receipt of a hotline call about a CSEC, determine whether or not the call is originating from an agency that is a party to this agreement.
 - i. If case did not come from a party to this agreement, follow standard Hotline Department Response.
 - b. If the call is about a CSEC, the hotline worker will initiate a CSEC Expedited Response by taking the following steps:²
 - i. Obtain demographic information and allegation information.
 - ii. Obtain information regarding the current location of the youth/staging area for the response.
 - iii. Determine if the child is from out of county or out of state.
 - iv. Flag as “Commercially Sexually Exploited Child-CSEC” using Special Projects Code when triggering language (“CSEC in custody”) is used by the caller.
 - v. Initiate CSEC Expedited Form.
 - vi. Utilize CWS/CMS to determine if the child has an open or prior case with DCFS.
 - vii. When the child does not have an active referral or DCFS case in CWS/CMS, check Probation Case Management System (PCMS) to determine whether the child has an open delinquency case or is involved with Probation. If necessary, call the Probation Child Trafficking Unit (CTU) at (562) 445-6413 for additional assistance in making this determination.

² Specific FRP responses vary depending on the youths’ system involvement and home jurisdiction. For further guidance regarding the specific law enforcement, DCFS, Probation and Advocate response, see “FRP Scenarios” (Attachment B)

- viii. Determine which agency to contact (DCFS Multi-Agency Response Team (MART), DCFS Emergency Response Command Post (ERCP), or Probation CTU).
 - c. If the child is under DCFS jurisdiction; the child is under dual jurisdiction and DCFS is the lead agency; the child is unknown to both DCFS and Probation; or the child is from out of county/out of state and does not have a delinquency warrant³:
 - i. Notify the MART/ERCP Unit and request presence at the staging area within 90-minutes (via the expedited response form).
 - ii. Send an email notification to existing social worker and supervising children's social worker, if there is one.
 - d. If the child is under Probation jurisdiction; the child is under dual jurisdiction and Probation is the lead agency; or is out of county/out of state and has a delinquency warrant:
 - i. Notify Probation 's Child Trafficking Unit (CTU) via email at childtrafficking@probation.lacounty.gov. If there is no response to the email, call the CTU at (562) 445-6413.
 - e. If the child is under Probation jurisdiction; the child is under dual jurisdiction and Probation is the lead agency; or is out of county/ out of state and does not have a delinquency warrant:
 - i. Notify Probation's Child Trafficking Unit (CTU) via email at childtrafficking@probation.lacounty.gov, and request presence at the staging area within 90 minutes. If there is no response to the email, call the CTU at (562) 445-6413
 - f. Complete the CSEC Expedited Form.
 - g. Distribute the CSEC Expedited Form to responding agency (DCFS MART/ERCP or Probation CTU, as appropriate).
- 4. Duties of the DCFS Multi-Agency Response Team (MART)/Emergency Response Command Post (ERCP):
 - a. Serve as the investigatory agency whenever a CSEC case is referred to the DCFS Child Protection Hotline if the child:

³ For all youth identified in Los Angeles County that are from out of state, agencies will follow the Interstate Compact for Juveniles (ICJ).

- i. Is currently under DCFS jurisdiction;
 - ii. Is currently under dual jurisdiction with DCFS designated as the lead agency;
 - iii. Has prior DCFS or Probation history, but has no open jurisdiction;
 - iv. Is unknown to both DCFS and Probation;
 - v. Is out of county/out of state with no delinquency warrant; or
 - vi. Is under the jurisdiction of LA County Probation with a delinquency warrant.
- b. Respond to the identified staging area within 90-minutes of being informed by the CPH about a CSEC referral unless the youth is being detained in juvenile hall.
- i. If the youth has a delinquency bench warrant from Out of County/ Out of State and is detained in juvenile hall, meet with the child within twenty-four (24) hours and provide a courtesy interview unless requested to respond earlier by law enforcement.
 - ii. If youth is LA County probation detained in juvenile hall, conduct investigation within 72 hours unless the youth was exploited while on a suitable placement order, in which case Probation is responsible for investigating.
- c. Immediately notify designated advocacy agency upon being contacted by the Child Protection Hotline.
- d. Request additional support from Probation as deemed necessary. Call Probation CTU dedicated number (562-445-6413).
- e. Notify the parent, guardian, or caregiver of the child's location, if the law enforcement officer was unable to reach them and it is safe to do so.
- f. Initiate the required DCFS assessment for a child abuse investigation per department protocols. The child must be interviewed separately from the parent or guardian. Determine if it is appropriate to allow the advocate to be present during the interview with the child.
- i. Follow standard department protocol.

- ii. Determine if parent can safely care for and protect the child without further DCFS intervention. Develop a safety plan with the parent and child/youth and provide any necessary resources or referrals.
 - iii. Ascertain whether or not it is appropriate to provide voluntary services to the child and his or her parent or guardian.
 - If a decision is made to offer voluntary services, obtain consent from the child and parent or guardian, identify needs, and initiate process.
 - iv. If a decision is made to temporarily remove the child from parental custody, the worker will obtain a removal order, unless exigent circumstances exist that justify the immediate warrantless removal of the child, or the parents' consent to the removal of the child.
- g. Lead a Crisis MDT meeting at the staging area with other members of the MDT team, which may include law enforcement officer, DCFS, Probation and the advocate. Determine if it is appropriate to include the child, parent, guardian or other caretaker in the MDT while discussing placement issues. Ensure the MDT addresses transportation for the youth's initial and follow-up medical appointments, engagement over the first seventy-two (72) hours, and short-term safety planning.
- i. Provide the child with child-friendly information/materials about confidentiality during MDT meetings. Explain the various ways that information may be used in the child's delinquency or dependency case and explain how it differs when information is shared within the MDT or outside of the MDT.
- h. If the parent is present, follow department protocols to obtain signed consent for health care and authorization to release protected health information. If parent is not present, check the child's file to determine whether there is a valid signed consent and release.
- i. Arrange for transportation to the selected placement or the child's home as soon as the law enforcement officer indicates that the child can be moved from the staging area.
- j. After engaging with youth for the first seventy-two (72) hours, reassess next steps to include safety planning and a follow-up MDT. The follow-up MDT should be scheduled within seventy-two (72) hours and held within ten (10) business days after recovery.

- k. Send an E-mHub referral to the Hub for CSEC medical services. Call or email the requested Hub to initiate the scheduling process.
- l. Coordinate with the advocate and other applicable parties to organize a follow-up MDT/CFT within ten (10) business days from the date of recovery, which should include the development of a comprehensive safety plan. This meeting shall be held at the placement, home or other convenient location, and shall include the child, the caregiver or placement staff, as well as the advocate. Provide each participant with a copy of the safety plan.
- m. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.
- n. Within twenty-four (24) hours, submit advocacy referral for all youth, except for youth from out of county/out of state. Follow internal protocol for submitting referral.
- o. If the youth has been placed in a group home or other placement that requires approval for outside contact, add the specialized advocate to the youths' contact list.
- p. Complete the FRP Intake form for any case where there was no advocate response.⁴
 - i. Submit completed intake form within fourteen (14) days of recovery to childtrafficking@probation.lacounty.gov AND csec@dcfs.lacounty.gov.

PROBATION DEPARTMENT RESPONSIBILITIES

Probation agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocol. The Program Manager will also be responsible to perform the duties stated in the General Terms, subsections 3 and 4. See attached Contact List (Attachment A) that includes the designated Program Manager. This contact list will be updated when necessary to reflect personnel changes.

⁴ On most cases, a specialized advocate will be responding and will be responsible for completing the FRP Intake Form. On certain occasions, a specialized advocate may not respond. On these cases, either DCFS or Probation are responsible for completing the FRP Intake Form. These responsibilities are further spelled out in FRP Scenarios (Attachment B).

2. Assign personnel who have been trained to recognize the signs and symptoms of commercial sexual exploitation in order to engage any suspected CSEC using best practice approaches.
3. Respond to the identified staging area within 90-minutes of being informed by the Child Protection Hotline about a CSEC case.⁵
4. Immediately notify designated advocacy agency upon being contacted by the Child Protection Hotline.
5. If the youth is from Los Angeles County and has a delinquency bench warrant, unless requested to respond by law enforcement sooner, meet with youth within twenty-four (24) hours in detention facility. Notify the advocate of the same.
6. If the youth is from Out of County/Out of State, Probation will respond on all cases within the necessary timeframe as requested by DCFS.
 - a. If the youth is detained, advocacy support will be provided to the youth while detained by a Juvenile Hall CSEC Coordinator.
7. Notify parent, guardian, or caregiver of the child's location, if the law enforcement officer was unable to reach them and it is safe to do so.
8. Lead a Crisis MDT meeting at the staging area with other members of the MDT team, which may include law enforcement officer, DCFS, Probation and the advocate. Determine if it is appropriate to include the child, parent, guardian or other caretaker in the MDT while discussing placement issues. Ensure the MDT addresses transportation for the youth's initial and follow-up medical appointments, engagement over the first seventy-two (72) hours, and short-term safety planning.
 - a. Provide the child with child-friendly information/materials about confidentiality during MDT meetings. Explain the various ways that information may be used in the child's delinquency or dependency case, and explain how it differs when information is shared within the MDT or outside of the MDT.
9. Contact the DCFS Child Protection Hotline if there is any indication of neglect or child abuse.
10. If the parent is present, obtain signed consent for health care and authorization to release protected health information. If parent is not present, check the child's file to determine whether there is a valid signed consent and release.

⁵ Specific FRP responses vary depending on the youths' system involvement and home jurisdiction. For further guidance regarding the specific law enforcement, DCFS, Probation and Advocate response, see "FRP Scenarios" (Attachment B).

11. Arrange for transportation to the selected placement or the child's home as soon as the law enforcement officer indicates that the child can be moved from the identified staging area. Support transportation needs for out of county youth, as deemed necessary through the crisis MDT.
12. If the youth has been placed in a group home or other placement that requires approval for outside contact, immediately add the specialized advocate to the youths' contact list.
13. After engaging with youth for the first seventy-two (72) hours, reassess next steps to include safety planning and a scheduling a follow-up MDT. The follow-up MDT should be scheduled within seventy-two (72) hours and held within ten (10) days after recovery.
14. For youth who are not detained, call the out-stationed DCFS worker to arrange for an appointment at the Hub for the next day, or if appropriate on the same day. Follow internal protocol for Hub appointments.
15. Coordinate with the advocate and other applicable parties to organize a follow-up MDT within ten (10) days after recovery of the youth, which should include the development of a comprehensive safety plan. Provide each participant with a copy of the safety plan.
16. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.
17. Complete advocacy referral for all youth, except for youth from out of county/out of state. Follow internal protocol for submitting referral.
18. Complete the FRP Intake form for youth who are from Out of County or Out of State and are detained in juvenile hall pending transportation home.
 - a. Submit completed intake form within fourteen (14) days of recovery to childtrafficking@probation.lacounty.gov AND csec@dcfs.lacounty.gov

DHS RESPONSIBILITIES

DHS agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocols. They will also be responsible for approving or denying non-material change requests to this Agreement. See attached Contact List (Attachment A) that includes the designated Program Manager. This contact list will be updated when necessary to reflect personnel changes.

2. With appropriate legal consent or authority, and to the extent it is legally permissible to do so, DHS will complete an Enhanced Medical Clearance within seventy-two (72) hours that will include:
 - a. A brief, system-targeted medical evaluation for signs of abuse and/or neglect, and for evidence of infestation or contagious illnesses, if one has not already been done within the previous seventy-two (72) hours.
 - b. A brief social, developmental, and medical history including any current ill symptoms, chronic medical conditions, allergies, and current medications.
 - c. HIV post-exposure prophylaxis treatment if within 72 hours of genital-genital or genital-mouth contact.
 - d. Pregnancy-related services, including brief reproductive counseling, pregnancy testing and emergency contraception.
 - e. Testing and treatment for sexually transmitted infections and HIV.
 - f. Coordination with DCFS and/or Probation and the advocate to arrange for follow-up medical evaluation and treatment.

3. With appropriate legal consent or authority, and to the extent it is legally permissible to do so, DHS will complete a Comprehensive Medical Hub Evaluation of the child within thirty (30) days, but preferably within the first fourteen (14) days, that will include:
 - a. A comprehensive medical evaluation, including complete medical history and physical examination, to assess and treat medical needs and to evaluate the child's overall well-being and development.
 - b. Follow up for any medical conditions found or treatment given during the Enhanced Medical Clearance.
 - c. Detailed contraceptive counseling and associated medical care.

ADVOCACY AGENCY RESPONSIBILITIES:

The designated advocacy agency agrees to:

1. Designate a Program Manager to support and resolve issues with the implementation of the First Responder Protocol. They will also be responsible for approving or denying non-material change requests to this Agreement. See attached Contact List (Attachment A) that includes the designated Program

Manager. This contact list will be updated when necessary to reflect personnel changes.

2. Answer calls 24 hours a day, 7 days a week.
3. Respond on all cases to specified location within ninety (90) minutes of receiving the notification call from Probation or DCFS, unless:⁶
 - a. The youth is from Los Angeles County and is detained in juvenile hall on a bench warrant, in which case Advocate must respond to juvenile hall within twenty-four (24) hours of receiving the notification call from Probation or DCFS, unless an earlier response is requested.
 - b. The youth is from Out of County/Out of State with a delinquency warrant and detained in juvenile hall.
4. Engage the child using best practice approaches, including:
 - a. Explain to the child what will happen during the intake process (MDT meeting, assessment at DHS Medical Hub, continued engagement, etc).
 - b. Explain confidentiality as it pertains to the advocate's relationship with the youth.
5. Ensure the child's basic needs are met by providing the child with a humanitarian bag, which includes a change of clothes
6. Participate in an MDT meeting at the staging area with other members of the MDT team, which may include law enforcement officer, DCFS, Probation, the child, and parent or guardian, if it is appropriate to include the parent or guardian.
7. Provide intense engagement and support for the child for the first 72 hours, as agreed upon in the crisis MDT.
 - a. This may include in-person supervision by several advocates at the temporary placement or emergency shelter during the first seventy-two (72) hours or if not providing intensive supervision, follow up the morning after recovery at the family or caregiver's home or the child's placement.
8. After engaging with youth for the first seventy-two (72) hours, reassess next steps to include safety planning.

⁶ Specific FRP responses vary depending on the youths' system involvement and home jurisdiction. For further guidance regarding the specific law enforcement, DCFS, Probation and Advocate response, see "FRP Scenarios" (Attachment B)

9. Complete the FRP Intake Form.⁷
 - a. Submit completed intake form within fourteen (14) days of recovery to childtrafficking@probation.lacounty.gov AND csec@dcfs.lacounty.gov.
10. Transport and/or accompany the child to all medical appointments, if determined the responsible party in the crisis MDT.
11. Participate in the follow-up MDT and safety planning as the child stabilizes.
12. Provide advocacy services for the first ninety (90) days including case management and crisis stabilization.
13. Determine whether ongoing case management is necessary, and if so, make appropriate referral.
14. If the advocate is made aware of a youth's AWOL at any point during case management, immediately communicate this to the system lead, pursuant with contract obligations.
15. Follow policies for temporary involuntary commitment under the Lanterman-Petris Short Act if, at any point, the child presents as a danger to self or others.

FORMATION OF A MULTI-AGENCY REVIEW COMMITTEE

In order to best serve CSEC in Los Angeles County, it is imperative that the agencies that interface with these children collaborate. To ensure the effectiveness of the First Responder Protocol, a County CSEC Multi-Agency Review Committee was formed when the protocol was first implemented. This group has met on a monthly basis to review the protocol; identify what is working well; discuss any barriers that have arisen; and develop strategies to ensure the protocol runs efficiently. The Review Committee is also responsible for reporting to the County's Integrated Leadership Team (ILT). The ILT submits quarterly reports to the Board of Supervisors on all anti-trafficking-related activities in the county. In these reports, the ILT provides details as to the progress of the First Responder Protocol and makes additional funding requests as needed to meet increased demand. This Review Committee will continue to meet on a monthly basis moving forward. All agencies that sign onto this Agreement must designate a representative to attend the monthly Review Committee meetings.

FORMATION OF A CHILD ABUSE MULTIDISCIPLINARY TEAM

By this Agreement, the parties are establishing a qualified child abuse multidisciplinary team ("MDT"), subject to the provisions contained in WIC § 18961.7. The parties agree that each of its staff participating in any convened MDT meeting are qualified under Section 18961.7 to participate in an MDT and have been trained in the prevention, identification or treatment of child abuse and neglect and are qualified to provide a broad

⁷ On any case that the advocacy agency responds, the advocate will be responsible for completing the FRP Intake Form. These responsibilities are further spelled out in FRP Scenarios (Attachment B).

range of services related to child abuse. The purpose of the MDT will be to allow all participating agencies to share confidential information in order to investigate reports of suspected child abuse and neglect for all CSEC cases that are received. Additionally, confidential information that is shared among the participating agencies may be used by DCFS or Probation to make a detention determination. As part of the MDT, confidential information may be utilized to create a safety plan for the child, identify the child's needs for proper placement and treatment, develop a plan to connect the child to appropriate services and determine the appropriate placement for the child. The following guidelines reflect statutory requirements under California law:

1. Given the complexities of the issues involved in CSEC matters, the parties agree there is good cause to extend the thirty (30) day period for members of the MDT to meet, disclose, and exchange information, documents, or any other material that relate to any incident of child abuse reported under the Protocol. This information may be exchanged even though it may also be designated as confidential under state law as long as a member of the MDT having the information reasonably believes it is generally relevant to the prevention, identification, or treatment of child abuse.
2. Any discussion related to the disclosure or exchange of the information or anything that is written down during a team meeting is confidential. Testimony concerning this discussion is inadmissible in any criminal, civil, or juvenile court proceeding.
3. Every MDT team member who either receives information or records regarding children and families in the capacity of an MDT member shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information or records.
4. All information or records obtained during the MDT must be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights.
5. Disclosure and exchange of information shall not be made to anyone other than members of the MDT.
6. Under WIC § 18964, an MDT may allow a parent, guardian or other caregiver of the child to attend the MDT meeting and provide information, without becoming a member of the MDT. The individual must sign a written statement that he or she will not disclose any confidential information received as a result of attending the meeting.
7. If the youth is a non-minor dependent, the MDT team may have access to confidential records only with the explicit written and informed consent of the non-minor dependent.

CONFIDENTIALITY

1. Each department and agency shall maintain the confidentiality of all records including, but not limited to County records and client records in accordance with

all applicable federal, state and local laws, regulations, ordinances, and directives regarding confidentiality.

2. DHS, Law Enforcement, Probation, DCFS, and the designated advocacy agency shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of WIC § 827 and 10850 and California Department of Social Services Manual of Policies and Procedures Division 19, Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Section 13402 of Title XII of Division A and Title IV of Division B, the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the Confidentiality of Medical Information Act, Cal. Civ. Code § 56 et seq. ("CMIA"); and Health and Safety Code § 123100 et seq, among others, as applicable, which require to the parties to protect and safeguard both child abuse and patient medical information and prevent unauthorized access to such information.
3. Each department shall maintain the confidentiality of all reports, information and data received, prepared or assembled pursuant to this Agreement and will work to prevent re-disclosure of such information except as required or permitted by law, including but not limited to the Public Records Act, Government Code § 6250 et seq. Records and information includes, but is not limited to any information regarding a child or family who has received services from either DCFS or Probation that becomes known to any other department during the course of providing services to the child or family.
4. Any breaches or suspected breaches of confidentiality will be cross-reported immediately to each impacted department so there is no delay in the impacted department's ability to meet its statutory reporting obligations. Such breaches or suspected breaches, to the extent it is legally permissible to do so, shall be reviewed by the impacted department and DCFS, and the department and/or departments will work together to develop and implement a corrective action plan.

GENERAL TERMS

This Agreement supersedes the original Operational Agreement executed on August 15, 2014.

This Agreement shall be effective March 1, 2018 and will remain in effect until March 1, 2020 or as subsequently amended in accord with Section 2 below, with automatic renewals each subsequent year for a total of five years through March 1, 2023.

1. Any party may terminate its participation in this Operational Agreement by giving ninety (90) days prior notice to the other parties.
2. It is mutually agreed that for any material change this Operational Agreement may be modified or amended upon the written mutual consent of the parties hereto.

3. For any non-material change, a written request by e-mail or letter from one party to the Program Managers from DCFS and Probation must be made. The Program Managers will distribute the request to the affected Parties, who will have five (5) business days to approve or deny the request, a non-response will be considered approval. Once approved by the other affected Parties, a Change Notice may be issued and signed by the Program Managers. Any disputes will be mediated through the CEO's office.
4. Notification of staffing and/or Protocol changes may be requested by e-mail or letter from one party to the Program Managers from DCFS and Probation, who may issue, sign and distribute the Change Notice to all Parties to this Agreement through e-mail or letter within ten (10) business days of the request.
5. With the exception of the obligations set forth in this Agreement, this Agreement contains the entire agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations and proposed agreements, whether oral or written. Each of the parties hereto acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation or warrant whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce them to execute this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any such promise, representation or warranty not contained herein.
6. This Agreement may be executed in one or more counterparts, all of which counterparts shall be deemed to be one instrument and shall constitute one agreement with the same force and effects as if all signatures have been entered in one document. The parties further agree that a faxed signature shall have the same force and effect as an original.

Department of Health Services

Dated: _____, 2018

By: _____

Jorge Fuentes, M.D.
Medical Director of
Medical Hubs System

Department of Children and Family Services

Dated: _____, 2018

By: _____

Bobby Cagle
Director, Department of Children
and Family Services

Probation Department

Dated: _____, 2018

By: _____

Terri L. McDonald
Chief Probation Officer

Los Angeles Sheriff's Department

Dated: _____, 2018

By: _____

Jim McDonnell
Sheriff

Long Beach Police Department

Dated: _____, 2018

By: _____

Robert Luna
Chief of Police

Los Angeles Police Department

Dated: _____, 2018

By: _____

Charles Beck
Chief of Police

Advocacy Agency

See attached addendum

Advocacy Auxiliary Funds Request

Expenditures must be pre-approved by DCFS CSEC Project Manager with this Requisition form. In addition, the expenditures must meet the goals identified in the youth's Needs Assessment plan/Advocacy Plan. Items should not be purchased until this request is approved. The Contractor must submit this approval request with the appropriate receipts to be reimbursed for the expenditure.

Date of Request: _____

Requestor (Agency Project Manager): _____

Agency: _____

Youth's Name: _____ ID: _____

DPO/CSW: _____ Approved: Yes No

Item(s) Requested (including quantity and price per item)	Total Cost
	\$ _____
	\$ _____
	\$ _____
Total Requested:	\$ _____

Indicate how the item(s) requested will help stabilize/support the youth:

Advocate Signature: _____ Date: _____

DPO/CSW Signature: _____ Date: _____

*Attach email approving the request if not able to obtain a signature

PROBATION CTU ADMIN USE ONLY

Approved Denied Reason: _____

Project Manager (or Designee): _____ Date: _____

YOUTH PARTICIPANT RECEIPT CONFIRMATION OF PURCHASED ITEMS

Youth signature: _____ Date: _____

Allowable Expenditures for CSEC Funding

Direct Supports for Youth

- 24/7 crisis response to youth (may be done by county staff or contract providers)
- Incentive gift cards (small, daily incentives for remaining in placement, completing chores, participating in group, etc.)
- Holistic therapeutic activities (for example: art, yoga, music, dance, animals)
- Funding for time with mental health clinicians that may not be billable (for example: relationship and trust-building time)
- Educational services: tutoring, college tours, internships, etc.
- Vocational services, career exploration: school-to-work programs, internships and leadership activities
- Participation in activities and outings (for example: theme parks or shopping outings)
- Funding for outings during visits with parents/bio family
- Buy car seats, cribs, and other items for infant care
- Tattoo/scar removal
- Specialized education and training related to gang affiliation, financial education, pregnancy/parenting, family planning education, financial education, etc.
- Physical/medical/dental work not otherwise covered by Medi-Cal or other health insurance
- Alcohol and drug treatment (to the extent not Medi-Cal funded)
- Clothing, toiletries, personal items and emergency kits
- Grooming services (hair, nails, etc.) so youth do not have to turn to exploiters to get them
- My Life, My Choice/Word on the Street/GEMS or similar prevention & intervention training delivery to survivors and youth at risk.
- Wraparound services to support reunification with family
- Incidentals to support youth engagement during MDT/CFT meetings (ex. doodle pads)
- Temporary cell phones to facilitate connect to the youth who is a runaway risk, or a new cell phone to replace the cell phone provided by the perpetrator
- Child care (for parenting youth to participate in activities)
- Legal services and children's attorneys- funding for expert witness during trial
- Transportation funding to get youth to and from activities: agency van/car
- Support groups for youth
- Emergency housing/shelter assistance
- Recognition and celebrations for birthdays and important milestones (i.e. program graduations)

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. DCFS has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by DCFS is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the DCFS confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand DCFS' policy concerning the confidentiality of CORI records.

Signature

Name (Print)

Title

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

FRP AREA 1

Cities	Unincorporated Areas	Los Angeles City
Azusa	Avocado Heights	Atwater Village (portion)
Baldwin Park	Bandini (islands)	Boyle Heights
Bell	Bassett	Chinatown
Bell Gardens	Claremont (portion)	Downtown (portion)
Claremont	Covina (portion)	Eagle Rock/Glassell
Commerce	East Azusa (portion)	El Sereno
Cudahy	East Los Angeles	Highland Park
El Monte	East Valinda / San Jose Hills	Lincoln Heights
Huntington Park	Firestone (portion)	Little Tokyo
Industry	Florence (portion)	Los Feliz (portion)
Irwindale	Graham (portion)	Miracle Mile (portion)
La Puente	Hacienda Heights (portion)	Mt. Washington
Los Angeles (portion)	Los Nietos (portion)	Silverlake
Maywood	Pellissier	South Park (portion)
Montebello	Rowland Heights (portion)	West Adams/Exposition Park (portion)
Monterey Park	South San Gabriel	Westlake (portion)
Pico Rivera	South San Jose Hills	Wholesale
Pomona	South Whittier (portion)	
Rosemead	Sunshine Acres	
South El Monte	Valinda	
South Gate	Walnut Park	
Vernon	West Puente Valley	
Walnut	West Valinda	
West Covina	West Whittier (portion)	
	Whittier Narrows	
	Whittier/Sunrise	

FRP AREA 2

Cities	Unincorporated Areas	Los Angeles City
Carson Compton Culver City Gardena Hawthorne Inglewood Lawndale Los Angeles (portion) Lynwood	Athens (or West Athens) Baldwin Hills Del Aire East Rancho Dominguez El Camino Village Florence-Firestone Ladera Heights Lennox Marina del Rey (portion) Rancho Dominguez View Park West Carson (portion) West Compton West Rancho Dominguez/Victoria Westmont Willowbrook Windsor Hills Wiseburn	Adams Barnes City Central Avenue Crenshaw Expo Park (portion) Green Meadows Hollywood (portion) Koreatown La Brea Mar vista Miracle Mile (portion) North Shoestring Palms (portion) Sawtelle (portion) South Park South Vermont Venice (portion) Vermont Square Watts West Adams Westchester (portion) Westlake (portion) Wholesale District Wilshire Center (portion)

FRP AREA 3

Incorporated Cities	Unincorporated Areas	Los Angeles City	Los Angeles City, cont.
Agoura Hills	Agoura	Arleta	Ranch Park
Beverly Hills	Calabasas (adjacent)	Atwater Village	Reseda
Calabasas	Calabasas Highlands	Bel Air	Sawtelle (portion)
Hidden Hills	Franklin Canyon	Benedict-Coldwater Canyon	Sepulveda
Los Angeles (portion)	Malibu Vista	Beverly Glen	Sherman Oaks
Malibu	Mullholland Corridor	Brentwood	Silver lake (portion)
San Fernando	Cornell	Canoga Park	Studio City
Santa Monica	Las Virgenes/Malibu Canyon	Chatsworth (portion)	Sun Valley (portion)
West Hollywood	Malibou Lake	Encino	Sunland (portion)
Westlake Village	Malibu Bowl	Hancock Park	Sylmar (portion)
	Malibu Highlands	Hollywood (portion)	Tarzana
	Malibu/Sycamore Canyon	Lake Balboa	Toluca Lake
	Monte Nido	Lakeview Terrace	Valley Glen
	Seminole Hot Springs	Los Feliz (portion)	Valley Village
	Sunset Mesa	Miracle Mile (portion)	Van Nuys
	Triunfo Canyon	Mission Hills (portion)	Venice (portion)
	Topanga Canyon	Mount Olympus	Warner Center
	Fernwood	North Hills	West Hills (portion)
	Glenview	North Hollywood	West Los Angeles
	Sylvia park	Northridge	Westwood
	Topanga	Pacific Palisades	Wilshire Center (Portion)
	Universal City	Pacoima	Winnetka
	Veterans Administration Center	Palms (portion)	Woodland Hills
	West Chatsworth (portion)	Panorama City	
	Westhills	Park La Brea	

FRP AREA 4

Cities	Unincorporated Areas	Los Angeles City
Artesia Avalon Bellflower Cerritos Diamond Bar Downey El Segundo Hawaiian Gardens Hermosa Beach La Habra Heights La Mirada Lakewood Lomita Long Beach Los Angeles (portion) Manhattan Beach Norwalk Palos Verdes Estates Paramount Rancho Palos Verdes Redondo Beach Rolling Hills Rolling Hills Estates Santa Fe Springs Signal Hill Torrance Whittier	Cerritos Islands East La Mirada East Whittier Hacienda Heights La Habra Heights La Rambla Los Nietos Marina del Rey Northwest Whittier Rowland Heights San Clemente Island Santa Catalina Island South Whittier West Whittier Westfield	Harbor City Playa del Rey San Pedro Wilmington

FRP AREA 5

Incorporated Cities	Unincorporated Areas	Los Angeles City	Los Angeles City, cont.
La Canada-Flintridge Lancaster Palmdale Santa Clarita	Acton Agua Dulce Alpine Antelope Acres Big Pines Bouquet Canyon Canyon Country Castaic Charter Oak Chatsworth (portion) Citrus Oak (islands) Crystalaire Deer Lake Highlands Del Sur El Dorado Elizabeth Lake Fair Oaks Forrest Park Gorman Green Valley Hi Vista Juniper Hills Kagel Canyon Kinneola Mesa La Crescenta Lake Hughes Lake Los Angeles Lakeview Lang Leona Valley	Littlerock Llano Longview Mint Canyon Montrose Neenach Oat Mountain Pearl Blossom Placerita Canyon Quartz Hill Redman Roosevelt San Pascual Saugus Soledad Southern Oaks Stevenson Ranch Sulphur Springs Sunland/Sylmar/Tujunga (adjacent) Sunset Pointe Sun Village Three Points Twin Lakes Val Verde Valencia Valyermo Vasquez Rocks West Ranch White Fence Farms Wilsona Gardena	Canoga Park (portion) Chatsworth (portion) Granada Hills Mission Hills (portion) Olive View Hospital (in Sylmar) Porter Ranch Tujunga

FRP AREA 6

Incorporated Cities	Unincorporated Areas	Los Angeles City	Los Angeles City, cont.
Alhambra	Altadena	Monrovia/Arcadia/Duarte (islands)	Sunland (portion)
Arcadia	Citrus (Covina islands) (portion)	North Claremont (islands) (portion)	Sun Valley (portion)
Bradbury	East Azusa (islands) (portion)	Northeast San Dimas (islands)	
Burbank	East Pasadena	Northeast San Gabriel	
Covina	Glendora (islands)	West Arcadia (islands)	
Duarte		West Pomona (islands)	
Glendale		Wrightwood	
Glendora			
La Verne			
Los Angeles (portion)			
Monrovia			
Pasadena			
San Dimas			
San Gabriel			
San Marino			
Sierra Madre			
South Pasadena			
Temple City			

Case Notes

Date:	Name:	Current Location:
Contact Type: Phone In-person Other:		
If AWOL: No contact or Contact by: Text Facebook Other:		
DMST DPO:	Discussed w/DPO: Yes No N/A	Time Spent:
Youth Activity Type: Advocacy Mentor Assessment 1 st Responder		
Other Activity: Meeting Consulting Training JH Workshop Prevention Workshop Prevention Workshop Other:		
Source Documentation: Meeting Agenda Training Flyer JH Wkshop Ppwk Assessment Prevention Wkshop Ppwk Intervention Wkshop Ppwk		
Summary:		

Los Angeles County
First Responder Protocol for CSEC

Exhibit 13

INTAKE FORM

Date of Recovery: ___ / ___ / ___ Time of Response: _____ AM PM (Advocate)

Time of Recovery: _____ AM / PM Time of Response: _____ AM PM (System)

Recovery Information
Youth Name: _____ Date of Birth: _____ Age: _____ Other CSEC youth recovered: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many: _____ LE Referring Agency: <input type="checkbox"/> LASD <input type="checkbox"/> LAPD Station: _____ <input type="checkbox"/> Other Law Enforcement: _____ Time of Recovery: _____ Law Enforcement Contact Type: <input type="checkbox"/> Patrol <input type="checkbox"/> Vice - Planned Ops/Street <input type="checkbox"/> Vice - Planned Ops/Hotel <input type="checkbox"/> Vice – Unplanned Other: _____ Suspected Exploiter: Identified <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Arrested/in-Custody: <input type="checkbox"/> Yes <input type="checkbox"/> No Staging Area: <input type="checkbox"/> Law Enforcement Station <input type="checkbox"/> Hospital: _____ <input type="checkbox"/> Other: _____
Jurisdiction (LA County): <input type="checkbox"/> Unknown to the System (LA) <input type="checkbox"/> Prior DCFS Hx <input type="checkbox"/> DCFS Only <input type="checkbox"/> DCFS Lead <input type="checkbox"/> Probation Only <input type="checkbox"/> Probation Lead <input type="checkbox"/> *Prob Warrant Responding Unit: <input type="checkbox"/> DCFS MART <input type="checkbox"/> ERCP <input type="checkbox"/> Probation <input type="checkbox"/> No Response
Out of County/State/Country: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, location: _____ *Missing Person’s report in NCIC: <input type="checkbox"/> Yes <input type="checkbox"/> No Delinquency Warrant: <input type="checkbox"/> Yes <input type="checkbox"/> No Location of Youth detained on warrant: <input type="checkbox"/> LPJH <input type="checkbox"/> CJH <input type="checkbox"/> BJNJH
Initial Placement/Housing Decision
<input type="checkbox"/> Home of Parent/Legal Guardian <input type="checkbox"/> Return to Foster Care / Group Home <input type="checkbox"/> NREFM/Relative Home <input type="checkbox"/> Transitional Shelter Care (TSC) <input type="checkbox"/> Hospitalization <input type="checkbox"/> Return to County: _____ <input type="checkbox"/> Detention/ Reason: <input type="checkbox"/> Bench Warrant <input type="checkbox"/> NCIC <input type="checkbox"/> Arrest / type: _____
Initial Medical
Medical: SART Exam Completed by Law Enforcement <input type="checkbox"/> Yes <input type="checkbox"/> No Medical Screening Completed: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, reason: _____ Location: _____ Date: _____ Transportation facilitated by: <input type="checkbox"/> Advocate <input type="checkbox"/> CSW/DPO Other: _____
Crisis Safety Plan
Safety: Discussed crisis safety plan with the youth to include, but not limited to: <input type="checkbox"/> Youth’s Perception of Safety <input type="checkbox"/> Immediate safety risks to youth <input type="checkbox"/> Flight Risk Assmnt <input type="checkbox"/> Areas to Avoid / Safe Areas <input type="checkbox"/> Contacts/People to call in crisis <input type="checkbox"/> Basic Self Care Immediate safety concerns have been addressed/ (including harm to self/others) <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Discussed safety concerns with</i> (check all that apply): <input type="checkbox"/> Youth <input type="checkbox"/> Parent/Caregiver <input type="checkbox"/> DCFS <input type="checkbox"/> Probation <input type="checkbox"/> Advocate <input type="checkbox"/> Law Enforcement

Los Angeles County
First Responder Protocol for CSEC

Exhibit 13

INTAKE FORM

Continued Care Plan	
Plan for Engagement & Stabilization: Plan discussed with the youth: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Advocate (1 st 24-hours):	_____
(24-48 hours):	_____
(48-72 hours):	_____
CSW/DPO (1 st 24-hours):	_____
(24-48 hours):	_____
(48-72 hours):	_____
Advocacy Referral: Completed by CSW/DPO <input type="checkbox"/> Yes <input type="checkbox"/> No If no, reason: _____	
Initial MDT Meeting Scheduled (?): Date: ___/___/___	
MDT Type: <input type="checkbox"/> DREAM Court <input type="checkbox"/> DCFS Other <input type="checkbox"/> Probation	
Follow-up Medical Appointment Scheduled (?) Discussed with the youth: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date: ___/___/___ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Transportation to be facilitated by: <input type="checkbox"/> Advocate <input type="checkbox"/> CSW/DPO Other: _____	
Advocate added to contact list (Foster Care) <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No	
Initial Safety Plan Completed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Initial Safety Plan Discussed with: <input type="checkbox"/> Youth <input type="checkbox"/> Parent/Caregiver <input type="checkbox"/> DCFS / <input type="checkbox"/> Initial MDT	
<input type="checkbox"/> Probation <input type="checkbox"/> Advocate <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Initial Safety Plan attached	
72-Hour Status / 10-Day Status	
72-Hour Status: <input type="checkbox"/> Juvenile Hall <input type="checkbox"/> Home <input type="checkbox"/> Foster Care <input type="checkbox"/> Hospitalization <input type="checkbox"/> TSC	
<input type="checkbox"/> Return to County/State: Date: ___/___/___ Transported by: _____	
10-Day Status: <input type="checkbox"/> Juvenile Hall <input type="checkbox"/> Home <input type="checkbox"/> Foster Care <input type="checkbox"/> Hospitalization <input type="checkbox"/> TSC	
<input type="checkbox"/> Return to County/State: Date: ___/___/___ Transported by: _____	
AWOL(s) During first 10-Days	
AWOL Date: ___/___/___ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Missing Persons Police Report Filed: <input type="checkbox"/> Yes <input type="checkbox"/> No Police Agency: _____	
AWOL Return Date: ___/___/___ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
AWOL Date: ___/___/___ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Missing Persons Police Report Filed: <input type="checkbox"/> Yes <input type="checkbox"/> No Police Agency: _____	
Document completed by: <input type="checkbox"/> Advocacy Agency: _____	
Print Name _____	Date _____
Email to: ChildTrafficking@probation.lacounty.gov / CSEC@dcfs.lacounty.gov (within 14 days of recovery)	

AUTHORIZATION REQUESTING RELEASE OF INFORMATION AND/ OR RECORDS

Client Name: _____ Date of Birth: _____

Client Address: _____

The client is receiving services from _____ and authorizes the release of information to:

Name of Agency Contact Person at the agency

Address Phone

For the purpose of (check the boxes below):

- Diagnosis Only
- Course of treatment
- Discharge Summary
- History and Physical
- Immunization Record
- Pathology Report
- School Reports, Specify _____
- Diagnostic Examination, Specify _____
- Consultation(s), Specify _____
- DCFS Reports, Specify _____
- Probation Reports, Specify _____
- Other, Specify _____

Dates requested include: _____ to _____

We understand the release or transfer of the specified information to any person or entity herein is prohibited. An additional written authorization must be obtained for a proposed new use of the information or for its transfer to another person or entity.

This authorization shall become effective ___/___/___ and is subject to revocation by the undersigned at any time except to the extent that the action has already been taken. If not earlier revoked, this authorization shall terminate on ___/___/___ . (Termination date should not be more than 90 days from effective unless the treatment plan justifies ongoing communications with the above agency. Under no circumstance should the termination date exceed one year).

Client's Printed Name: _____

Client's Signature: _____ Date: _____

Parent/Guardian's Printed Name: _____

Parent/Guardian's Signature: _____ Date: _____

CSE Advocacy Referral

CSEC@dcfs.lacounty.gov

Date of Referral: _____ Referral from DCFS Office Name: _____

Youth's Name: _____ DOB: _____

CWS #: _____ Crt Dept: _____

Current Whereabouts: _____

(IN ORDER TO REFER FOR ADVOCACY SERVICES, CHILD/YOUTH CANNOT BE CURRENTLY AWOL AND MUST RESIDE IN LA COUNTY)

CSW Name: _____

Contact #: _____ Email: _____

SCSW Name: _____

Contact #: _____ Email: _____

Attorney's Name: _____ Contact #: _____

Email: _____ Parent/Caregiver Information Parent Relative NREFM

FFA/FH GH

Name: _____ Contact #: _____

Address: _____

MUST BE COMPLETED BY REFERRING AGENCY

CSEC Identified Youth Spanish Speaking Advocate Needed

Discussed Advocacy Services with Youth and Parent (if applicable) and they agree with Advocacy Support Yes No

Reason for Referral: (check all that apply) Court Ordered referral

Under 14 Years Old Victim Witness Testimony Support

Survivor Advocate Transitional Age Youth (18-21)

Other: _____

CSW Signature: _____ SCSW Signature: _____

CTU USE ONLY

Advocacy Agency Assigned: Saving Innocence Referral Rejected

Reason:

Type: Advocacy Crisis (if crisis explain why in email) FRP (Transfer to advocacy)

Copy to referring agency / Attorney Date provided: _____

CTU Liaison: _____ Date completed: _____

TERMINATION REPORT

YOUTH'S NAME
AGE
DOB

ADVOCATE:

LIST ALL ADVOCACY PLAN GOALS	WAS GOAL ACHIEVED?	IF NOT ACHIEVED, WHY?

_____ Youth whose whereabouts is unknown and could not be contacted.

_____ Youth is whereabouts known

If known, with whom is the youth living? _____

EDUCATION:

- _____ Youth is attending junior high or high school regularly
- _____ Youth completed high school or equivalency
- _____ Youth received a high school diploma
- _____ Youth received a General Equivalency Degree (GED)
- _____ Youth enrolled in an educational program in order to continue to pursue their high School education (i.e., high school diploma, GED)
- _____ Youth who dropped out of high school
- _____ Youth plans to enroll in college during the next available quarter/semester
- _____ Youth enrolled in college
- _____ Youth dropped out of college
- _____ Youth plans to enroll in on-the-job training, certificate program or vocational education
- _____ Youth enrolled in on-the-job training, certificate program or vocational education
- _____ Youth completed on-the-job training, certificate program or vocational education
- _____ Youth who dropped out of on-the-job training, certificate program or vocational education

- Youth obtained employment
- Youth obtained full-time employment
- Youth obtained part-time employment
- Youth enlisted in the military, Job Corps, California Conservation Corps or AmeriCorps
- Youth is too young for employment

FINANCES:

- Youth has a savings account
- Youth has a checking account
- Youth is receiving or has applied for Supplemental Security Income (SSI)
- Youth has applied for CalWORKs
- Youth has applied for General Assistance/General Relief (GA/GR)
- Youth has applied for CalFresh
- Youth is receiving or has applied for Subsidized Child Care
- Youth is receiving or has applied for Temporary Financial Assistance (ie, ILP)
- Youth is receiving financial support or assistance from another source other than those listed above.
- Youth has no means of financial support
- Youth for whom no information is known about their financial situation

HOUSING:

- Youth is living with parent/legal guardian
- Youth is living in foster care
- Youth has made arrangements to rent their own housing or to pay rent to or share rent with another person.
- Youth has made arrangements to live free of rent with another individual
- Youth has made arrangements to live in supportive transitional housing
- Youth has made arrangements to receive subsidized housing
- Youth has made arrangements to reside in an emergency shelter
- Youth who has made arrangements to live in a college dorm the next available Quarter/semester
- Youth has made housing arrangements other than those listed above (e.g., Job Corps, military, California Conservation Corps or AmeriCorps)
- Youth who has no housing arrangements
- Youth for whom no information is known about their housing arrangements.

HEALTH CARE:

- Youth has Medi-Cal
- Youth who has applied for Extended Medi-Cal
- Youth has health insurance other than Medi-Cal
- Youth does not have health insurance (Medi-Cal or other)

_____ Youth for whom no information is known about their health care insurance coverage

PERMANENCY CONNECTION

_____ Youth who reported to have at least one connection to a caring, committed adult who can provide a safe, stable relationship, guidance and emotional support to the youth

_____ Youth who reported to have no permanency connection

_____ Youth for whom no information is known about their permanency connection

LIST AT LEAST TWO COMMUNITY RESOURCE TO WHICH YOU REFERRED THE CLIENT, BASED ON CLIENT NEED:

- 1.
- 2.

**6-month Review Report
CSEC Advocacy Services**

Youth Name: _____

DOB: _____

CSW/DPO: _____

Please provide an update in the following areas:

- 1) List all the advocacy goals and the progress made in achieving each goal.
- 2) List the barriers and challenges to achieving the goal(s), as well as the recommended solutions/interventions to overcome the barriers/challenges.
- 3) Are there any safety issues that are of current concern?
- 4) Is the youth connected to family members and/or a consistent adult in his/her life that she/he can go to for support, guidance and emotional support when needed?
- 5) Are there any unmet needs that need to be addressed? If so, please describe.
- 6) Describe the priority goal(s) that will be the focus during the next 3 months, if applicable.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES
Overall compliance with Section 1.0 (Scope of Work) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment pursuant to Subparagraph 7.4.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.4.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.4.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

EXHIBITS

BUSINESS FORMS

- 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- 2 Prospective Contractor References
- 3 Prospective Contractor List of Contracts
- 4 Prospective Contractor List of Terminated Contracts
- 5 Certification of No Conflict of Interest
- 6 Familiarity with the County Lobbyist Ordinance Certification
- 7 Request for Preference Program Consideration
- 8 Proposer's EEO Certification
- 9 Attestation of Willingness to Consider GAIN/GROW Participants
- 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- 11 Charitable Contributions Certification (2004 Non-Profit Integrity Act (SB 1262, Chapter 919))
- 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 13 Zero Tolerance Policy on Human Trafficking Certification
- 14 Integrated Pest Management Compliance Certification
- 15 Compliance with Fair Chance Employment Hiring Practices Certification
- 16 Transmittal Letter (Required in Section A only)
- 17 Offer to Perform and Acceptance of Terms and Conditions
- 18 Agency Involvement in Litigation and/or Contract Compliance Difficulties (Required in Section B only)
- 19 List of Subcontractors
- 20 List of Current Members of Board of Directors/Other Agencies
- 21 Audited Financial Statement (Required in Section B; two Fiscal Years)
- 22 Proof of Insurability
- 23 Organizational Data
- 24 Secretary of State Filings –Statement of General Information
- 25 List of Proposer's Commitments
- 26 Agency Involved Litigation and/or Contract Compliance Difficulties
- 27 Revenue Disclosure
- 28 Copies of Licenses, Certificates and Permits

COST FORMS

- 29 Pricing Sheet
- 30 Budget Narrative
- 31 Sample Budget (Line Item) Sheet Format
- 32 Declaration to Enter into Contract Negotiations After Default of Original Contractor for Commercial Sexual Exploitation Advocacy Services
- 33 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? Yes No
If yes, complete:
Legal Name (found in Articles of Incorporation) _____
State _____

Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? Yes No
If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
If yes, complete:
Name of parent firm: _____
State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? Yes No
If yes, complete:

Name _____	Year of Name Change _____
Name _____	Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
Yes No If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

(Check the First Responder Protocol (FRP) Area for which FRP services are being proposed. For FRP areas selected, provide preference ranking (1 = first preference and 6 = last preference). If an FRP Area was not selected, mark "N/A". DO NOT LEAVE PREFERENCE RANKING BLANK.

<u>RFP AREA</u>	<u>PREFERENCE RANKING</u>
<input type="checkbox"/> RFP Area 1	_____
<input type="checkbox"/> RFP Area 2	_____
<input type="checkbox"/> RFP Area 3	_____
<input type="checkbox"/> RFP Area 4	_____
<input type="checkbox"/> RFP Area 5	_____
<input type="checkbox"/> RFP Area 6	_____

(List each minimum mandatory qualification)

- Yes** **No** Proposer must have two (2) years' experience, within the last five (5) years of working with Commercially Sexually Exploited Children as outlined in Appendix A – SOW.

- Yes** **No** The Proposer's Contractor Project Director (CPD) shall have provided the required or similar services for a minimum of one (1) year within the last three (3) years.

- Yes** **No** Proposer demonstrated that they have the ability to reach the Participant within 90 minutes of receiving the referral in the proposed FRP area.

- Yes** **No** Proposer must not be currently debarred from doing business with the County of Los Angeles.

- Yes** **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of 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.

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

**REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: _____

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this Solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 7

Use this form for County Solicitations **Not** subject to the Federal Restriction

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 11
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

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT 12

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 13

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

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

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation 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:

REQUIRED FORMS - EXHIBIT 14

INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

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

PROPOSER CERTIFICATION

The County of Los Angeles is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program) which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Section 8.55 (Integrated Pest Management Program Compliance) of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any proposal, or cancellation 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:

REQUIRED FORMS - EXHIBIT 15

**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:

REQUIRED FORMS - EXHIBIT 16

TRANSMITTAL LETTER

Refer to Section 7.8.6 of Request for Proposal document for details.

REQUIRED FORMS - EXHIBIT 17

OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS

(Proposer's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for Los Angeles COUNTY under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 365 days following the RFP submission due date stated in the RFP cover letter.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date

REQUIRED FORMS - EXHIBIT 18

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the agency currently, or within the past five years, involved in litigation?	___	___
2. Is the director currently, or within the past five years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any agency staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	___	___
5. Has the agency or agency director ever had public or foundation funds withheld?	___	___
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___

EXPLANATION (Use separate page)

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

REQUIRED FORMS - EXHIBIT 19

LIST OF SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P): FAX (F):
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()

(Please make additional copies of this form if necessary)

REQUIRED FORMS - EXHIBIT 20

LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the bid or proposal to the County.

Date _____

REQUIRED FORMS - EXHIBIT 21

AUDITED FINANCIAL STATEMENTS

(2 FISCAL YEARS)

Include two (2) fiscal years of Audited Financial Statements

REQUIRED FORMS - EXHIBIT 22

CERTIFICATE OF INSURABILITY

Include Proof of Insurability document

REQUIRED FORMS - EXHIBIT 23

ORGANIZATIONAL DATA

Include organizational charts or other data

REQUIRED FORMS - EXHIBIT 24

SECRETARY OF STATE FILINGS – STATEMENT OF GENERAL INFORMATION

Include latest original Statement of Information with State Seal

REQUIRED FORMS - EXHIBIT 25

LIST OF PROPOSER'S COMMITMENTS

Legal Name of Agency

- Yes, there are commitments (please list below).
- No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	AMOUNT	TIME PERIOD	TYPE OF COMMITMENT

I declare under penalty of perjury that the foregoing is true and correct.

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date

REQUIRED FORMS - EXHIBIT 26

AGENCY INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the applicant.

	YES	NO
1. Is the agency currently, or within the past five years, involved in litigation?	___	___
2. Is the director currently, or within the past five years, involved in litigation related to the administration and operation of a program or organization?	___	___
3. Are any agency staff members unable to be bonded?	___	___
4. Have there been unfavorable rulings by a funding source against the agency for improper or contract compliance deficiencies?	___	___
5. Has the agency or agency director ever had public or foundation funds withheld?	___	___
6. Has the agency or agency director refused to participate in any fiscal audit or review requested by a government agency or funding source?	___	___

EXPLANATION (Use separate page)

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

**REQUIRED FORMS - EXHIBIT 27
REVENUE DISCLOSURE**

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

REQUIRED FORMS - EXHIBIT 28

**COPIES OF AGENCY LICENSES, CERTIFICATION, AND PERMITS
REQUIRED FOR PROVISION OF COMMERCIAL
SEXUAL EXPLOITATION ADVOCACY SERVICES**

REQUIRED FORMS - EXHIBIT 29

PRICING SHEET

COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES

The undersigned offers to provide Commercial Sexual Exploitation Advocacy Services to Participants, their parents, legal guardian foster caregiver set forth in RFP 18-0021. Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates. I agree that if the County of Los Angeles Board of Supervisors accepts my proposal, I will commence services immediately following contract execution. I agree to provide the specified services for the County of Los Angeles, Department of Children and Family Services in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

I PROPOSE A FIXED RATE/FEE FOR THE FOLLOWING REQUIRED SERVICE:

PROVIDE THE PROPOSED HOURLY COST FOR ADVOCACY SERVICES <i>[One (1) Service Unit = One (1) hour of service provided]</i>	
	\$ _____
<i>Write out dollar amount in full</i>	

RATE FOR WORKSHOPS, TRAININGS, AND ACTIVITIES	
<u>TYPE</u>	<u>FLAT RATE</u>
Per One Workshop	\$ <u>300.00</u>
Per One Full-Day Mandatory Contractor Employee Training	\$ <u>1,200.00</u>
Per One Half-Day Mandatory Contractor Employee Training	\$ <u>600.00</u>
Per One Empowerment Activity = Per Hour Per Staff	\$ <u>70.00</u>

Print Name of Authorized Personnel:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 30

BUDGET NARRATIVE

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

DIRECT COST

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program.

All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.29, Insurance Coverage.

INDIRECT COST

All details and computations associated with indirect costs should be explained.

Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%), which should be submitted along with their proposal.

For purpose of the solicitation process, the budget shall be calculated based on an assumption of 75 referrals being made per FRP area (contract) per contract year. Proposer shall calculate their FRP area contract budget as follows:

$$\text{75 referrals* X Proposed Hourly Rate X The Number of Hours per Referral} = \text{\$ TOTAL ANNUAL FRP AREA CONTRACT BUDGET}$$

(*Number of Referrals Not Guaranteed)

REQUIRED FORMS - EXHIBIT 31 SAMPLE BUDGET SHEET FOR SERVICES

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary	Months	Total
Advocate	_____	\$ _____	\$ _____	\$ _____	\$ _____
Parent Advocate	_____	\$ _____	\$ _____	\$ _____	\$ _____
Survivor Advocate	_____	\$ _____	\$ _____	\$ _____	\$ _____
Program Manager	_____	\$ _____	\$ _____	\$ _____	\$ _____
Other	_____	\$ _____	\$ _____	\$ _____	\$ _____

Total Salaries and Wages \$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

Total Benefits \$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Payroll Taxes \$ _____

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping \$ _____
Management Overhead (Specify) \$ _____
Other (Specify) \$ _____

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

TOTAL MONTHLY COSTS \$ _____ x 12 months = Annual Costs of \$ * _____

PROPOSED ANNUAL COST/BUDGET			
REFERRALS	PROPOSED HOURLY RATE	PROJECTED HOURS	TOTAL*
75	\$ _____	_____	\$ _____

*Annual Cost should equal Total in the Proposed Annual Cost/ Budget table above.

REQUIRED FORMS - EXHIBIT 32

**DECLARATION TO ENTER INTO CONTRACT NEGOTIATIONS AFTER
DEFAULT OF ORIGINAL CONTRACTOR
FOR**

COMMERCIAL SEXUAL EXPLOITATION ADVOCACY SERVICES

If the selected Contractor defaults during the term of the Contractor, and should my organization's proposal be scored and ranked at the next highest score for the identified preference FRP contract area, I agree, on behalf of the organization, to enter into contract negotiations for services as specified in the Statement of Work for the remaining period of the contract term.

Proposer's Legal Name: _____

Address: _____

Tax ID Number: _____

WebVen Number: _____

Print Name of Authorized Personnel:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 33

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that, if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

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
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

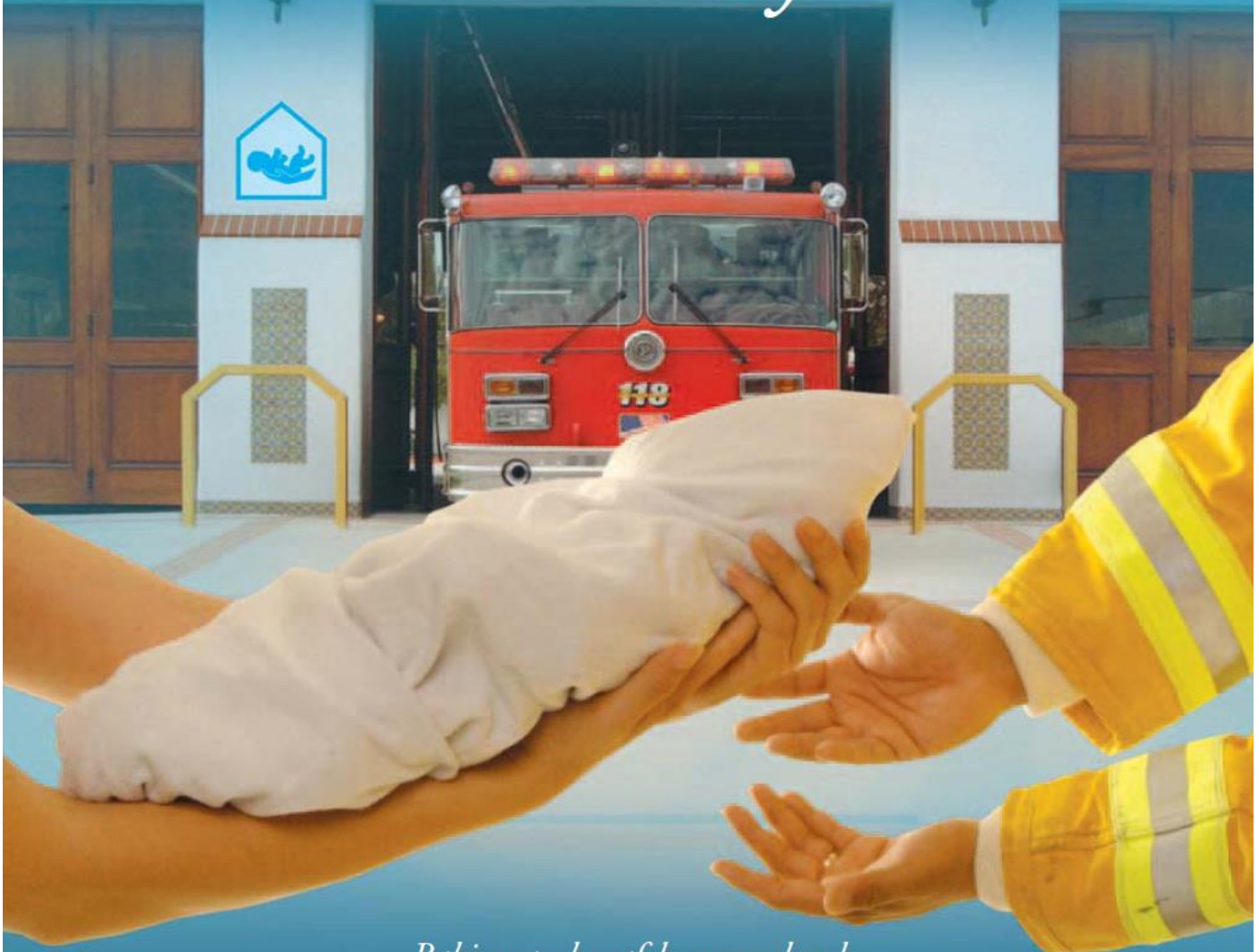
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

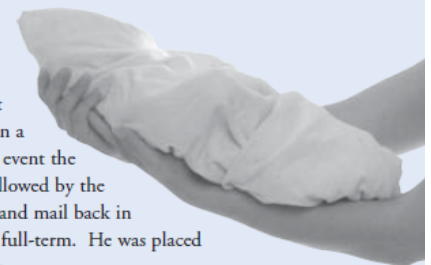
What is the Safely Surrendered Baby Law?

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.

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.



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.

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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 temprano 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 brazaletes 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.



Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.**2.202.020 Definitions.****2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

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AND CONTRACTOR DEBARMENT

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.

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AND CONTRACTOR DEBARMENT

- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

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- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- 2.206.020 Definitions.**
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- 2.206.060 Exclusions/Exemptions.**
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2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

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3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)