



**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

July 10, 2018

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

Dear Supervisors:

Board of Supervisors
HILDA L. SOLIS
First District
MARK RIDLEY-THOMAS
Second District
SHEILA KUEHL
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 July 10, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

**REQUEST FOR APPROVAL OF A FUNDING AGREEMENT WITH THE CHILDRENS LAW
CENTER TO FUND A DEDICATED COURTROOM FOR COMMERCIALY SEXUALLY
EXPLOITED CHILDREN
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) requests the Board's approval for a funding agreement with the Children's Law Center (CLC) that will allow CLC to utilize Los Angeles County's Senate Bill (SB) 855 Optional Commercially Sexually Exploited Children (CSEC) Program funds to cover costs associated with staffing a dedicated courtroom at the Edelman's Children's Court to address the unique needs and challenges of the CSEC population.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Director of DCFS, or his designee, to execute a funding agreement with CLC substantially similar to Attachment A to cover costs associated with a dedicated courtroom for CSEC, for an initial term of one year, and to execute up to two, one-year extensions by written notice. The maximum amount for the agreement will be \$295,000 per year funded by State Optional CSEC Program funds.
2. Delegate authority to the Director of DCFS, or his designee, to execute amendments to this agreement for changes to the terms and conditions as needed, and any increases or decreases to the maximum amount of the agreement sum does not exceed 10 percent, when such a change is necessitated by additional and necessary services, provided sufficient funding is available. The approval of County Counsel will be obtained prior to executing such amendments and the Director, or his designee, will notify the Board and the Chief Executive Office (CEO) in writing within ten

business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to support CSEC and promote changes to view and treat CSEC as victims who are in need of protective services rather than criminals in Los Angeles County. In June 2014, the passage of SB 855 clarified that CSEC falls under the jurisdiction of the child welfare system, as victims of child abuse and neglect pursuant to Welfare and Institutions Code (WIC) 300(b)(2). This section applies to any child who has been sexually trafficked and whose parent or guardian either failed or was unable to protect the child.

Furthermore, SB 855 created a statewide CSEC Optional Program to be led by each county child welfare agency in serving CSEC through a Multi-Disciplinary Team (MDT) approach. Counties such as Los Angeles that opted into the CSEC Optional Program, submitted a CSEC County Plan that contained Operational agreements with local partners and received State funding from the California Department of Social Services (CDSS). CLC is a signatory on the Los Angeles County CSEC Operational agreement.

As part of the CSEC County Plan, Los Angeles County has a dedicated CSEC courtroom in dependency court similar to the dedicated CSEC courtroom in the delinquency system. In January 2016, a courtroom was identified and began to hear cases involving CSEC. Named the Dedication to Restoration through Empowerment, Advocacy, and Mentoring (DREAM) Court, the success of this initiative requires dedicated staff at a reduced workload who are able to participate in MDTs, case staffings, and meet with CSEC victims on a more frequent basis. The purpose of the recommended action is to use State CSEC Optional Program Funds to support County CSEC operational partners in advancing initiatives, such as DREAM Court.

The first year of services provided through the agreement was completed on March 30, 2018, at which time the funding agreement expired. Several discussions and the development of a new agreement, along with a review by County Counsel have been in process, with the final agreement delineated in May, 2018. CLC requested an additional \$45,000 to cover the costs for an additional case manager, case manager costs, youth support, and overhead/administrative costs. CLC provided an interim report to DCFS in May 2018, describing program progress. According to CLC's interim report, 62% of clients maintained placement stability, and 67% have reduced the frequency and length of absent without leave behaviors. At the inception of the specialized CSEC DREAM Court, it was estimated that 60 youth would be served; however, the actual numbers show that close to 200 youth have been served, and, currently, there is an active caseload of approximately 150 youth. CLC will continue to provide further analysis and evaluation to determine progress of the program.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategy #1.2 Enhance Our Delivery of Comprehensive Interventions – Deliver comprehensive and seamless services to those seeking assistance from the County and #1.2.8 Address the Needs of Victims of Child Sex Trafficking - Prevent children from becoming victims of child sex trafficking and provide supportive and rehabilitative services for systems-involved child sex trafficking victims.

FISCAL IMPACT/FINANCING

The maximum amount for each year period for the agreement with the CLC is \$295,000, financed with 100 percent State Optional CSEC Program Funds. The total maximum amount is \$885,000 if all options are exercised. Funding is included in the Department's Fiscal Year (FY) 2018-19 Adopted Budget, and will be included in future Budget Requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Child victims of commercial sexual exploitation have experienced significant trauma that will have lifelong impact. It is essential that CSEC receive appropriate services that address their health, mental health, education, and well-being. Recent legislation clarified that CSEC falls under the jurisdiction of the child welfare system as victims of child abuse and neglect pursuant to WIC 300(b) (2).

Based on reported success in the delinquency system, a dedicated courtroom, DREAM Court, has been established in the dependency system. The DREAM Court has a dedicated judge, a CSEC trained and informed County Counsel, as well as a CLC staff, that resulting in increased expertise, consistency in practice, and better outcomes for the CSEC population. In addition, all CSEC cases in DREAM Court will have MDT meetings convened and facilitated by the DCFS Runaway Outreach Unit Team. The MDT members will include the Children's Social Worker, representatives from CLC, County Counsel, Department of Mental Health (DMH), Department of Public Health (DPH), and Alliance for Children's Rights.

The Funding Agreement has been reviewed and approved by County Counsel.

CONTRACTING PROCESS

No contracting actions were required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will help to ensure that DCFS complies with the proposed CSEC County plan to support and advance the initiatives to better serve children in the dependency system.

CONCLUSION

Upon Board's approval, please instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board letter to:

Department of Children and Family Services
Contracts Administration Division
Attention: Leticia Torres-Ibarra, Division Manager
524 Shatto Place, Room 400
Los Angeles, CA 90020

The Honorable Board of Supervisors

7/10/2018

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bobby D. Cagle", with a long horizontal flourish extending to the right.

BOBBY D. CAGLE

Director

Bobby D.

CagleDirectorBDC:BTN:CMMKR:LTI:gn

Enclosures

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

**FUNDING AGREEMENT WITH CHILDREN'S LAW CENTER OF CALIFORNIA
For Funding of the Specialty Dependency Court for Victims of Commercial Sex
Trafficking**

THIS AGREEMENT is made and entered into this ___ day of _____, 2018.

BY COUNTY OF LOS ANGELES, a body corporate and politic, and a subdivision of the State of California, hereinafter referred to as "County," through its Department of Children and Family Services (DCFS)

AND Children's Law Center of California, a California nonprofit corporation, hereinafter referred to as "CLC"

WITNESSETH:

WHEREAS, the California Welfare and Institutions Code, commencing with Section 16524.6, establishes a program of State funding for counties to develop and utilize a multidisciplinary team approach to serve children who have been sexually exploited; and

WHEREAS, Los Angeles County elected to participate in this State funded Commercially Sexually Exploited Children (CSEC) Program as described in Section 16524.7 of California Welfare and Institutions Code in order to more effectively serve CSEC by utilizing a multidisciplinary approach for case management, service planning, and the provisions of services; and

WHEREAS, CLC is a party to the County CSEC Memorandum of Understanding, which guides Los Angeles County's approach to serving CSEC; and

WHEREAS, Los Angeles County has initiated a dedicated juvenile dependency courtroom named the Dedication to Restoration through Empowerment, Advocacy, and Mentoring (DREAM) Court and CLC is the legal representative of all children in dependency court;

WHEREAS, Los Angeles County intends to grant funding under the CSEC Program to CLC for costs incurred by CLC in administering the DREAM courtroom that are beyond the cost of providing legal representation to the CSEC in Juvenile Court proceedings.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

A. APPROVED FUNDING AND COSTS

1. The County agrees to pay CLC the amount of \$295,000 for the initial year and for two, one-year extensions, if exercised by the County, to further the goals of Los Angeles County's CSEC Program.
2. Notwithstanding any other provision of this agreement, funding of this agreement is contingent on State funding allocations of the CSEC Program and funding of this agreement may be decreased during the agreement term to reflect any State reductions to the CSEC Program. In the event the State fails to fund the CSEC Program, the County is not financially liable to continue to fund this agreement.
3. County Funds (CF) may be used by CLC for costs incurred by CLC associated with administering the DREAM courtroom that are beyond the cost of representing the CSEC in juvenile dependency court. These costs include case managers and other staff to participate in DREAM Court activities, Multidisciplinary Team (MDT) meetings, Multidisciplinary Case Staffing, and data collection. Expenditures of County funds by CLC shall be consistent with the Line Item Budget for the period July 15, 2018 through July 14, 2019, which is attached as Exhibit A and made a part of this agreement. The total maximum amount is \$885,000 if all options are exercised.
4. Funds will be paid to CLC in two installments of \$147,500 during the term of this funding agreement. The first payment will be made after execution and the second payment will be made after the first six months of the term. Funds will be paid within thirty (30) days of a request for payment.
5. Payment requests shall be sent to:

Lydia Guzman, ASM III
Fiscal Operations Division
Department of Children and Family Services
425 Shatto Place, Suite 205
Los Angeles, CA 90020

B. AGREEMENT TERM

The term of this agreement is one year from the date of execution, with the County having the option of extending the agreement for up to two years, upon the delegated authority of the DCFS Director and/or his designee. Funding for this agreement is contingent on continued State funding allocations. In the event the State discontinues funding, DCFS has the option to terminate this agreement, or to claim towards other available funds.

C. THE PROGRAM

1. CF shall be used to adequately serve the CSEC population and fund the Case Managers to work with CSEC whose cases are assigned to the DREAM Court, other CLC staff to participate in Multidisciplinary Case Staffing Reviews, CSEC resource mapping, and data collection.
2. The mutual goal of CLC and the County is to meet the intent and mandate of Senate Bill 855 and the CSEC Model Interagency Protocol Framework as outlined in All County Information Notice I-23-15, in serving the CSEC population in the DREAM Court. Using the established CSEC courtroom in the delinquency system as a framework, the DREAM Court intends to improve outcomes for CSEC by using promising practices and establishing a structure for individualized MDT for identified CSEC. CLC shall endeavor to provide services that meet the needs of the CSEC target population, including but not limited to:

Case Management at a reduced caseload level
Participation in MDTs
Staffing of Multidisciplinary Case Staffing Reviews
Mapping of existing services available to CSEC and their families
Data collection

3. Except as provided in Paragraph E of this agreement, CLC and the County agree that the liability of the County hereunder shall be limited to the payment of the CF pursuant to the terms of this agreement.

D. REPORTS AND MONITORING

CLC will submit to DCFS Quarterly Reports that include measureable, observable, and attainable outputs and outcomes, such as but not limited to: the names of participants, percentage of participants who maintained placement stability, reduced amount of absent without leave (AWOL) episodes, reduced days during AWOL episodes, engagement with supportive services, and school attendance or employment. Reports should be submitted to the person identified in Section N.

E. CONFLICTS OF INTEREST

CLC covenants that neither CLC nor any of its agents, officers, employees, or subcontractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect. In the agreement, except to the extent he may receive compensation for his or her performance pursuant to this agreement.

CLC, its agent officers, employees, and subcontractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

CLC warrants that it possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of CLC's governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of CLC to act in connection with the program specified and to provide such additional information as may be required by the County.

F. OSHA/CAL-OSHA COMPLIANCE

CLC shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

G. SUSPENSION AND TERMINATIONS

CLC agrees to suspend any expenditure of county funds for program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds.

Termination for Material Breach. Either party may terminate this agreement for an uncured material breach of the other party's duty under this Agreement, following written notice of the material breach and a reasonable opportunity to cure. The party claiming that material breach has occurred shall first give written notice of such breach to the other party, including specific steps necessary to cure such breach and a reasonable period of time to cure, which shall not be less than fourteen (14) calendar days. In the event of any such termination, the County shall compensate CLC for services rendered to the effective date of termination. Neither party shall have any other claim against the other party by reason of such termination. In the event of termination of all or part of this agreement, County shall pay to CLC for all allowable budgeted costs actually incurred by CLC prior to the effective date of such termination less payments paid by County for such services.

If this agreement is terminated, CLC shall within five (5) days of receipt of notice of termination from County, notify all other parties in writing who are subcontractors of CLC of such termination.

Payment shall be made upon the filing with the County, by CLC of a voucher evidencing the time expended and the cost incurred. Said vouchers must be

filed with the County no later than thirty (30) days of date of said termination. Under no circumstances shall the County be liable to CLC under this agreement for more than the allocated \$295,000.

H. COUNTY LOBBYISTS

CLC and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.101, retained by CLC, shall fully comply with the County Lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CLC or any County lobbyist or County lobbying firm retained by CLC to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this agreement upon which County may immediately terminate or suspend this agreement.

I. USE OF RECYCLED PAPER

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

J. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CLC 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 1015.

K. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CLC require additional or replacement personnel after the effective date of this agreement, CLC 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 who meets the CLC's minimum qualifications for the open position. The County will refer GAIN participants by job category to CLC.

L. CLC'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CLC acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CLC understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a

prominent position at the CLC's place of business. County's District Attorney will supply CLC with the poster to be used.

M. FINANCIAL RECORDS

1. CLC agrees to maintain satisfactory financial accounts, documents, and records of this expenditure of CF and to make them available to the County for auditing and inspection at reasonable times. CLC also agrees to retain such financial accounts, documents, and records for five (5) years following the expiration date or prior termination of this agreement.
2. CLC agrees to use a generally accepted accounting system. CLC also agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
3. At any time during the term of this agreement or at any time within five (5) years of the expiration date or prior termination of this agreement, authorized representative of the County may conduct an audit of CLC's records for the purpose of verifying appropriateness and validity of expenditures of CF under the terms of this agreement.
4. CLC, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
5. It is understood and agreed that any funds paid to CLC hereunder may only be used for the purposes specified in this agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to CLC hereunder have been used for purposes other than those authorized by this agreement, CLC is required to immediately refund any such improperly used funds to the County.

N. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

County: Adela Estrada, Children's Services Administrator III
CSEC Program
Department of Children and Family Services
1933 S. Broadway Ave., Suite 602
Los Angeles, CA 90007

CLC: Leslie Heimov, Executive Director
Children's Law Center of California
201 Center Plaza Drive
Monterey Park, CA 91754

O. NONDISCRIMINATION

CLC shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the CF paid to CLC pursuant to this agreement.

P. INTEGRATION AND SEVERABILITY

This agreement represents the entire integrated agreement between the parties as to its subject, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties. If any provision of this agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the agreement that can be given effect without the invalid provision or application, and to this end the provisions of the agreement are severable.

T. MODIFICATION OF AGREEMENT

Except as otherwise provided in this agreement, this agreement may be supplemented, amended or modified only by a writing signed by both parties. No oral conversation, promise, or representation by or between any officer or employee of the parties shall modify any of the terms or conditions of this agreement.

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

COUNTY OF LOS ANGELES

By _____ Date _____
DCFS Director

Children’s Law Center of California

By _____ Date _____
Leslie Heimov
Executive Director

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By _____
David Beaudet, Senior Deputy County Counsel

Children's Law Center Funding Agreement Budget

Supervisor (partial salary and benefits)	\$44,000
Case Manager Position 1 (salary and benefits)	\$66,000
Case Manager Position 2 (salary and benefits)	\$62,500
Case Manager Position 3 (salary and benefits)	\$48,000
Cell Phone with Data Plan for CSEC Team	\$5,000
Training	\$10,000
Youth Support & Client Relationship Development (130 clients @ \$230 average per client)	\$30,000
Overhead/Admin (10%)	<u>\$29,500</u>
Total	\$295,000