

INTER-AGENCY COUNCIL ON CHILD ABUSE AND NEGLECT

County of Los Angeles



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County Counsel

December 17, 2019

4024 N. DURFEE AVENUE
EL MONTE, CA 91732
(626) 455-4585
Email: ican@lacounty.gov

DEANNE TILTON DURFEE
Executive Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 December 17, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

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

Dear Supervisors:

RECOMMENDATION TO APPROVE A THREE-YEAR EXTENSION OF THE CONTRACT WITH FRIENDS OUTSIDE IN LOS ANGELES COUNTY FOR THE INCARCERATED PARENTS PROJECT FOR FOSTER CHILD VISITATION FUNDED WITH AB 2994 SURPLUS CHILDREN'S TRUST FUNDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request the Board's approval for a three-year contract extension of the current contract with Friends Outside in Los Angeles County (FOLA) for the Incarcerated Parents Project (IPP) to increase opportunities for improved contact between parents and their children.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or designee, to execute an amendment, substantially similar to the attached amendment (Attachment A) to the IPP contract to extend the term of the contract for three years with FOLA for Foster Child Visitation. The annual contract sum is \$104,218, and the cost for the three-year extension effective February 1, 2020, through January 31, 2023, is \$312,654.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to change contract terms and conditions, increase the annual contract sum up to 25% of the annual contract sum, if necessary, to accommodate any unanticipated increase in the level of service or expansion of services contingent upon: (a) the availability of funding; (b) prior approval of County Counsel; and (c) notification to the Board and Chief Executive Officer (CEO) in writing, within 10 business days of the amendment.



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3. Delegate authority to the Director of DCFS, or designee, to execute two one-year contract renewal options from February 1, 2023, through January 31, 2025, at an annual cost of \$104,218, contingent upon: (a) the availability of funding; (b) prior approval of County Counsel; and (c) notification to the Board and Chief Executive Officer (CEO) in writing, within 10 business days of the execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In its work, FOLA, in collaboration with DCFS and the Los Angeles County Sheriff's Department (LASD), continues its work to decrease the emotional trauma experienced by children resulting from their parents' incarceration. IPP creates opportunities for improved contact between parents and their children and works to ensure that these relationships are nurtured. Case management services are also provided to the parents, while incarcerated, to assist them in accessing services to address any underlying issues and to support increased communication and attachment with their children. Increased visitation and communication has proven to have an impact in decreased recidivism and decreased time to reunification within the child welfare and criminal justice systems. IPP has become well entrenched in the Century Regional Detention Facility (CRDF) and is providing much needed services that would otherwise not be provided.

It is being recommended that there be an increase in the budget for IPP. The IPP contract has operated at its original annual budget of \$68,786 since its inception on February 1, 2009; and it is recommended that the new budget for IPP be \$104,218 (please see Attachment B: budget comparison). DCFS' Community-Based Support Division (CBSD) completed a site visit in April 2019 to review FOLA's finances and case files. During this visit, FOLA demonstrated the many difficulties they have incurred in operating the contract under the original budget. There have been significant increases in operational costs such as staff salaries and benefits, as well as rent for the contractor's office.

Additionally, in 2017, FOLA lost a key Program Director and has been unable to fill this position – largely due to the need to increase the salary for this position. Also, in 2018,



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FOLA lost the assistance of two full-time volunteers; both of these losses have significantly decreased FOLA's ability to provide visitation and case management services at this location and have required the co-located case manager at CRDF to manage all service provision.

Together with the increased costs in salaries, benefits and rent, FOLA's ability to provide adequate coverage and supervision for visits and case management services and the ability to grow IPP, will require an increase for the Program Director's time from 5% Full-Time Equivalent (FTE) to a 10% FTE. FOLA has been working to expand IPP to at least two of the facilities at the Pitchess Detention Center in Castaic (Pitchess). Some of the Program Director's additional time will be needed to continue these efforts.

The absence of a Program Director for the IPP contract has also impacted the agency's ability to collaborate with the CBSD in collecting and tracking accurate data for the purposes of evaluating IPP services. FOLA's current contract amount has impeded their ability to have an outside evaluation of their services. It is important for FOLA to work jointly with the CBSD to ensure that data is regularly collected. Case note reviews and meetings with the case manager co-located at CRDF have shown that the current data collection system does not fully capture the entire scope of services provided by FOLA. The CBSD intends to work with FOLA to redesign the data collection process but this will not happen until FOLA is able to fill the Program Director position. The requested increase in the new budget will support enhanced services and future growth and will provide FOLA with the needed funds to conduct annual reviews of this contract.

Additionally, it is being recommended that the Director of DCFS have delegated authority to increase the annual contract sum up to 25% of the annual contract amount for the possible expansion of services. As previously indicated, FOLA has been working with LASD officials to expand IPP services to Pitchess, an all-male county detention center. FOLA, DCFS Programs and Inter-Agency Council Abuse and Neglect (ICAN) staff visited Pitchess to discuss possible implementation of an IPP there. LASD staff had identified details as to how IPP services could work there and provided information on what is needed to move forward. While they were able to identify some next steps, FOLA is still in the early phases of development for this expansion of their services. Upon the hiring of a new Program Director, they will continue their work with LASD with a goal of beginning visits sometime during the next contract term. Should significant progress be made, there will be a need for additional funding to actually implement IPP at Pitchess, including the provision of appropriate staffing for visits and case management work.





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It is important to note that research suggests that a parent's incarceration has negative consequences for children socioeconomically, psychologically, and on health and well-being, particularly through the exposure to stress and trauma. With specific regard to paternal visitation, research shows that there is a strong link between a father's incarceration and release and problematic behaviors in children. Paternal incarceration can increase children's behavioral problems, which can be shown outwardly as greater emotional displays, aggressiveness, or defiance; or shown inwardly as sadness, withdrawal, or anxiety and depression.

An important measure to reducing barriers to fatherhood for incarcerated fathers is the promotion of ongoing contact with their children, with an emphasis on face-to-face visitation. Children are able to connect on a much stronger level with their fathers during visits as compared to phone calls or writing.

Given what the research shows, DCFS and ICAN believe that establishing IPP services for incarcerated fathers at Pitchess is important. Having the ability to increase FOLA's funding, when and if IPP services at Pitchess becomes feasible, is an important piece of supporting this work. A 10% increase in funding would not be sufficient to support this work, which will eventually require the addition of at least an additional part-time staff person, and possibly, the addition of a full-time staff person to be co-located at Pitchess to conduct visits and provide services.

The overall goal of this funding is to support child abuse prevention, intervention and treatment efforts and activities to help protect the families and children of Los Angeles County. IPP provides specialized services to a target population that is highly in need of these services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended services are consistent with the Countywide Strategic Plan Goal 1, Make Investments That Transform Lives. Strategy I.1 includes a focus on prevention initiatives and one of the goals within this strategy is to prevent involvement with the County's foster, juvenile justice and adult justice systems. Having an incarcerated parent can be a



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traumatic experience and is often associated with a range of negative outcomes. IPP services help to ameliorate the pain of separation and help to maintain the relationship between the child and the incarcerated parent. Strong parent-child bonds improve children's well-being, emotional adjustment, self-esteem, school performance, and feelings of attachment to their parents. These benefits are an important tool in addressing the cycle of abuse and supporting successful outcomes for these children.

Further, IPP services are consistent with Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, in that it provides collaboration and coordination across multiple systems and agencies, builds trusting relationships and provides trauma-informed interventions. It ensures that children and their incarcerated parents can maintain positive relationships that help to reduce the trauma of a parent's incarceration on their children.

FISCAL IMPACT/FINANCING

The annual contract amount for this contract is \$104,218. The maximum contract amount for the three-year contract term is \$312,654, and will be \$521,089 if all contract extension options are exercised. This contract is financed using 100% AB 2994 funds.

There is no fiscal impact to the County. AB 2994 funds stem from birth certificate surcharge funds deposited into the County Children's Trust Fund. The DCFS Finance Section has assured ICAN that sufficient funds remain with the Children's Trust Fund to fund IPP.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1982, the Governor of California signed into law two bills aimed at preventing and treating child abuse and neglect. The first bill, Assembly Bill (AB) 1733/Papan (Chapter 1398, Statutes of 1982), authorized the allocation of state funding to counties for child abuse prevention and intervention services offered by public and private, non-profit agencies.

The second law, AB 2994/Imbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, nonprofit organizations. AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate shall be paid to a County Children's Trust Fund.



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The second law, AB 2994/Imbrecht (Chapter 1399, Statutes of 1982), established a County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs operated by private, nonprofit organizations. AB 2994 requires that \$4.00 of any fee for a certified copy of a birth certificate shall be paid to a County Children's Trust Fund.

Both of these laws provide that a designated multi-disciplinary child abuse council develop and recommend funding priorities to the Board of Supervisors. In Los Angeles County, the designated child abuse council is ICAN.

As outlined in the adopted Board Letter first approving funding for IPP, ICAN engaged in a very serious and lengthy process to review and evaluate the proposal for IPP. ICAN formed a special Ad Hoc Group comprised of members from numerous County and City agencies including DCFS, District Attorney, Public Defender, Probation Department, Department of Public Social Services, Department of Health Services, Los Angeles County Office of Education, LASD, Los Angeles City Attorney's Office and the Community Child Abuse Councils. This Ad Hoc Group held a face-to-face meeting and engaged in an extensive process to vet this proposal so that any concerns could be addressed, and to reach consensus regarding recommending approval for funding IPP. During this process, the Ad Hoc Group made some recommendations for improvements to this proposal. Follow-up through email and phone contact was maintained to ensure that the Ad Hoc group's input was integrated into the final proposal.

Since that time, ICAN has worked closely with DCFS for this contract to review and support the provision of these services and needed work to resolve barriers to the ongoing success of IPP. Additionally, work has been ongoing in efforts to expand IPP to provide visitation services for incarcerated fathers.

CONTRACT PROCESS

No additional contracting process is required as ICAN has determined that FOLA is the only outside agency connected with LASD and approved to provide visitation services. FOLA has a long-standing collaborative relationship with LASD and is the primary agency in Los Angeles County working with incarcerated parents. FOLA created the current visitation services and has the expertise to maintain this vital program. ICAN is responsible for making recommendations for community-based non-profit agencies to provide services through AB 2994 funding; and DCFS has responsibility for administering the contracts between the County and these community-based agencies providing specialized services using funds from the County's Children's Trust Fund.





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IMPACT ON CURRENT SERVICES

Promotion of visitation between children and their parents who have cases with DCFS is a primary goal. It is often difficult for DCFS staff to both arrange for and complete such visits. IPP services promote a healthy relationship for children who have incarcerated parents and help to overcome the barriers to these visits. IPP provides a mechanism to ensure that ongoing in-person visits occur, which have proven to be significantly more beneficial than phone calls and letters. Visitation creates opportunities for improved contact between parents and their children and works to ensure that these relationships are nurtured.

Additionally, these visits can address the pain experienced by these vulnerable children and families, can promote connections between children and their parents and aid in the reduction of the trauma, loss and pain that children of incarcerated persons typically experience. Visitation can have a significant impact on the lives of these children through the maintenance of healthy familial relationships and help them to overcome their fears about what it means for their parent to be in jail and maintain the needed bond between parent and child to promote better self-esteem and later success in life.

The case management services provided through IPP are an important aid in ensuring that incarcerated parents are fully informed about the status of their case, their case plan and promotes contact with DCFS. These services assist them in meeting the requirements set by the court for reunification and assist them in accessing services to address underlying issues and to support increased communication and attachment with their children.

IPP provides an opportunity to assess the impact of interventions designed to improve parenting skills and parent-child interactions. It is meeting needs that otherwise would not be met and promotes healthy families and the ability to reduce trauma to children and youth.



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CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return an adopted, stamped Board letter and attachments to the Department of Children and Family Services and Inter-Agency Council on Child Abuse and Neglect.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Deanne Tilton Durfee".

Deanne Tilton Durfee, Doc.hc
Executive Director
Inter-Agency Council on Child Abuse and Neglect (ICAN)

DTD:es

Enclosure

- c: District Attorney Jackie Lacey, ICAN Co-Chairperson
Sheriff Alex Villaneuva, Co-Chairperson
Sachi Hamai, Chief Executive Officer (CEO)
Bobby Cagle, Director, DCFS
Children's Board Deputies
Mary Wickham, County Counsel
Celia Zavala, Executive Officer, Board of Supervisors





AMENDMENT NUMBER FOUR
TO
INCARCERATED PARENTS PROJECT
CONTRACT NUMBER 09-017-01
WITH
FRIENDS OUTSIDE IN LOS ANGELES COUNTY

DECEMBER 2019

**AMENDMENT NUMBER FOUR
INCARCERATED PARENTS PROJECT
CONTRACT NUMBER 09-017-01**

This Amendment is made and entered into this _____ day of _____, 2019, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and Incarcerated Parents Project (IPP) hereinafter known as "CONTRACTOR."

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing IPP services to the COUNTY; and

WHEREAS, AB 2994 County Children's Trust Fund for the purpose of funding child abuse and neglect prevention and intervention programs is available to extend the CONTRACT; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

WHEREAS, on January 19, 2016, the Board of Supervisors approved the Inter-Agency Council on Child Abuse and Neglect (ICAN) Board Letter, to authorize and delegate authority to the Director, or designee, of the Department of Children and Family Services (DCFS) to extend the CONTRACT.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to modify the IPP Contract as follows:

1. Part I, Unique Terms and Conditions, Section 2.0 Term, Sub-section 2.2, Sub-section 2.2.4 is added as follows:
 - 2.2.4 The Contract term is extended for 3 additional years, effective February 1, 2020 through January 31, 2023, with a maximum three-year sum of \$312,653.55, with an option to extend for two additional years by written notice through January 31, 2025.
2. Part I, Unique Terms and Conditions, Section 3.0 Contract Sum, Sub-section 3.1.1.3 is added as follows:
 - 3.1.1.3 The Maximum Annual Contract amount is \$104,217.85. The Maximum Contract Amount is \$521,089.25.
3. Part I, Unique Terms and Conditions, Section 3.0 Contract Sum, Sub-section 3.7 is added as follows:
 - 3.7 CONTRACTOR shall not utilize more than 10% of their Maximum Annual Contract Amount for Indirect Costs.

4. Part II, Standard Terms and Conditions, Section 4.0 Insurance Requirements is deleted in its entirety and replaced as follows:

4.0 Insurance

4.1 General Provisions for All Insurance Coverage

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 Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. COUNTY in no way warrants that the Required Insurance is sufficient to protect CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. COUNTY reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

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

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

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

4.1.2 Additional Insured Status and Scope of Coverage

COUNTY, 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 COUNTY. COUNTY and its Agents additional insured status shall

apply with respect to liability and defense of suits arising out of CONTRACTOR's acts or omissions, whether such liability is attributable to CONTRACTOR or to COUNTY. The full policy limits and scope of protection also shall apply to COUNTY and its Agents as an additional insured, even if they exceed COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4.1.3 Cancellation of or Change 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 COUNTY, upon which COUNTY may suspend or terminate this Contract.

4.1.4 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, 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.

4.1.5 Insurer Financial Ratings

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

4.1.6 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.

4.1.7 Waivers of Subrogation

To the fullest extent permitted by law, CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

4.1.8 Sub-Contractor Insurance Coverage Requirements

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

4.1.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate COUNTY to pay any portion of any CONTRACTOR deductible or SIR. COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects 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.

4.1.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this 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.

4.1.11 Application of Excess Liability Coverage

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

4.1.12 Separation of Insureds

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

4.1.13 Alternative Risk Financing Programs

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

4.1.14 COUNTY Review and Approval of Insurance Requirements

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

4.2 Insurance Coverage

4.2.1 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

4.2.2 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.

4.2.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming COUNTY as the Alternate Employer. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal

workers or workmen's compensation law or any federal occupational disease law.

4.2.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

4.2.5 Professional Liability/Errors and Omissions

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

5. Part II, Standard Terms and Conditions, Section 17.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Participants for Employment is deleted in its entirety and replaced as follows:

17.0 Consideration of Hiring Gain-Grow Participants

- 17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR. CONTRACTOR 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.

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

6. Part II, Standard Terms and Conditions, Section 21.0 CONTRACTOR's Charitable Activities Compliance is deleted in its entirety and replaced as follows:

21.0 CONTRACTOR's Charitable Activities Compliance

21.0 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 CONTRACTOR to complete the Charitable Contributions Certification, Attachment K, COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect 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)

7. Part II, Standard Terms and Conditions, Section 24.0 County's Quality Assurance Plan is deleted in its entirety and replaced as follows:

24.0 County's Quality Assurance Plan

COUNTY or its agent(s) will monitor CONTRACTOR's performance under this Contract on not less than an annual basis. Such monitoring will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which 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 COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8. Part II, Standard Terms and Conditions, Section 50.0 Safely Surrendered Baby Law is deleted in its entirety and replaced as follows:

50.0 Safely Surrendered Baby Law

- 50.1 CONTRACTOR's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. CONTRACTOR, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

- 50.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

9. Part II, Standard Terms and Conditions, Section 64.0 Default Method of Payment: Direct Deposit or Electronic Funds Transfer is added as follows:

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

- 64.1 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 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).

- 64.2 CONTRACTOR shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

64.3 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.

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

10. Part II, Standard Terms and Conditions, Section 65.0 Time Off for Voting is added as follows:

65.0 Time Off for Voting

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.

11. Part II, Standard Terms and Conditions, Section 66.0 Compliance with County's Zero Tolerance Policy on Human Trafficking is added as follows:

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

CONTRACTOR acknowledges and certifies in Attachment P, Zero Tolerance Human Trafficking Policy Certification that 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, COUNTY shall require that 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.

12. Part II, Standard Terms and Conditions, Section 67.0 Compliance with Fair Chance Employment Practices is added as follows:

67.0 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.

13. Part II, Standard Terms and Conditions, Section 68.0 Compliance with the County Policy of Equity is added as follows:

68.0 Compliance with the County Policy of Equity

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

14. Part II, Standard Terms and Conditions, Section 69.0 Health Insurance Portability and Accountability Act of 1996 (HIPAA) is added as follows:

69.0 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

69.1 CONTRACTOR expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by CONTRACTOR or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, CONTRACTOR shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical

records/patient information for any reason whatsoever.

- 69.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, CONTRACTOR or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. CONTRACTOR understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 69.3 Additionally, in the event of such inadvertent access, CONTRACTOR and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with CONTRACTOR's or its officers', employees', or agents', access to patient medical records/patient information. CONTRACTOR agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

15. Part II, Standard Terms and Conditions, Section 70.0 Liquidated Damages is added as follows:

70.0 Liquidated Damages

- 70.1 If, in the judgment of the Department Head, or his/her designee, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 70.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should

CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Amount; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A – Statement of Work, Exhibit A-5, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days' notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

70.3 The action noted in sub-paragraph 70.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

70.4 This sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 70.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

16. Part II, Standard Terms and Conditions, Section 71.0 Local Small Business Enterprise (LSBE) Preference Program is added as follows:

71.0 Local Small Business Enterprise (LSBE) Preference Program

71.1 This Contract is subject to the provisions of COUNTY's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 71.2 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 LSBE.
- 71.3 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 LSBE.
- 71.4 If 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 COUNTY any difference between the contract amount and what 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.

17. Part II, Standard Terms and Conditions, Section 72.0 Mandatory Requirement to Register on Federal System for Award Management is added as follows:

72.0 Mandatory Requirement to Register on Federal System for Award Management

CONTRACTOR represents and warrants that it has registered in the Federal System for Award Management's (SAM). Prior to a contract

award, all potential contractors must register in SAM. Registration can be accomplished online via the Internet by accessing the Federal Contractor Registry's home page at <https://www.sam.gov/portal/SAM/#1>. CONTRACTOR certifies that it is in good standing with the federal government Executive Order 12549, Debarment and Suspensions, 7CFR Part 3017, 45 CFR Part 76, and 2 CFR 200.212 Subpart C. CONTRACTOR certifies that to the best of its knowledge and belief it and its principals or affiliates under this contract are not debarred or suspended from federal financial assistance programs and activities; proposed for debarment; declared ineligible; or voluntarily excluded from participation in covered transactions by any federal department or agency as attached hereto as Attachment Q.

18. Exhibit A: Statement of Work, Section 12, Quality Assurance Monitoring is added as follows:

12.0 QUALITY ASSURANCE MONITORING/TECHNICAL REVIEW

The CPM, or other personnel authorized by COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work and Exhibit A-5, Performance Requirements Summary. All monitoring will be conducted in accordance with Section 11.0, COUNTY's Quality Assurance Plan, of the Contract.

- 12.1 COUNTY Program Manager, or other personnel authorized by COUNTY, will monitor and evaluate CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, COUNTY's Quality Assurance Plan, of the Contract.
- 12.2 CONTRACTOR will be subject to a Technical Review by COUNTY, at a minimum of once per year, for the period of the contract. CONTRACTOR shall make available to COUNTY, upon request, the following records for review:
 - 12.2.1 Personnel records, pertaining to current paid and volunteer staff;
 - 12.2.2 Participant Case Records;
 - 12.2.3 Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.

- 12.3 CONTRACTOR shall submit a Corrective Action Plan (CAP) for any areas found to be deficient as a result of the technical review, including billing deficiencies, within ten (10) calendar days of the receipt of the Technical Review Findings.
19. Exhibit A-2, Line Item Budget is deleted in its entirety and replaced with Exhibit A-2a as attached to this Amendment.
20. Exhibit A-6, Referral to Friends Outside in Los Angeles County is deleted in its entirety and replaced with Exhibit A-6a as attached to this Amendment.
21. Attachment H, Safely Surrendered Baby Law is deleted in its entirety and replaced with Attachment H-1 as attached to this Amendment.
22. Attachment K, Charitable Contributions Certification is deleted in its entirety and replaced with Attachment K-1 as attached to this Amendment.
23. Attachment P, Zero Tolerance Human Trafficking Policy Certification is added as attached to this Amendment.
24. Attachment Q, Federal Debarment and Suspension Certification is added as attached to this Amendment.

**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN
IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER FOUR
INCARCERATED PARENTS PROJECT
CONTRACT NUMBER 09-017-01**

IN WITNESS WHEREOF, the Board of Supervisors of COUNTY of Los Angeles has caused this Amendment to be subscribed on its behalf by the Director of the Department of Children and Family Services and 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 CONTRACTOR warrant under penalty of perjury that they are authorized to bind CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

FRIENDS OUTSIDE IN
LOS ANGELES COUNTY

By: _____
BOBBY D. CAGLE, DIRECTOR
Department of Children and
Family Services

By: _____

Name: _____

Title _____

By: _____

Name: _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARY C. WICKHAM

By: _____
David Beaudet, Senior Deputy County Counsel

LINE ITEM BUDGET SHEETContractor's Name: FRIENDS OUTSIDE IN LOS ANGELES COUNTYService Category: Incarcerated Parents Program Date Prepared: 12/4/2019**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hrs	Hourly Rate	Monthly Salary**
Employee Classification/Program Director	16.07%	27.85	\$ 33.65	\$ 937.50
Employee Classification /Case Manager	100%	173.33	\$ 24.03	\$ 4,166.67
Employee Classification / Bookkeeper	4.09%	7.083	\$ 40.00	\$ 283.33
Employee Classification / Executive Director	4%	6.933	\$ 48.08	\$ 333.33
Others (Please continue to list)				
Total Salaries and Wages			\$ 68,650	

*FTE = Full Time Equivalent Positions are based on 40-hour work weeks multiplied by 52 weeks which equals 2080 hours annually. The annual work hour of 2080 is divided by 12 months to obtain average of 173.33 hours per month.

**Variance in number due to rounding.

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	4	\$ 114.42
Dental Insurance		\$
Life Insurance		\$
Other (list) Workers Compensation	4	\$ 135.42
Total Benefits		\$ 11,992

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

FICA	\$ 5,492
SUI	\$ 686.50
	\$
	\$
Total Payroll Taxes	\$ 6,178.50

Insurance (List Type/Coverage. See Part I, Insurance Coverage Requirements, of the Contract)

Liability & Director's and Officer's Insurance	\$ 1,373
	\$
	\$
Vehicles/ Mileage	\$ 1,350
Supplies	\$ 1,000
Services	\$
Office Equipment	\$
Telephone/Utilities	\$ 1,200
Other (please continue to list) Contract Evaluator	\$ 3,000
Total Insurance/Misc. S & S	\$ 7,923

TOTAL DIRECT COSTS \$ 94,743.50

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping/Audit/ 990	\$ 5,457.66
Management Overhead (Headquarters Rent, utilities and various admin. Expenses, payroll fees, Accounting software etc.)	\$ 4,016.69
Other (Specify)	\$

TOTAL INDIRECT (Maximum 10%) COSTS \$ 9,474.35

TOTAL DIRECT AND INDIRECT COST \$ 104,217.85

PROFIT (Please enter percentage: N/A %)

\$

TOTAL MONTHLY COSTS

\$ 8,684.82

Incarcerated Parents Project

Referral to Friends Outside

SECTION 1: To be completed by HSA

To:	
E-mail and Fax:	
Phone:	
Date:	

From:	Rosemary Sierra, HSA
E-mail:	sierra@dcfs.lacounty.gov
Phone:	
Pages:	

SECTION 2: To be completed by CSW

Case Name:		Case No.:	
Client Name:		Booking #:	
Client's DOB:		Client's Relationship to the Child:	
CASE STATUS (e.g., FR, PP, ER)			

Child:		DOB:	
Child:		DOB:	
Child:		DOB:	

Caretaker:		Caretaker's Phone:	
Caretaker(s) Address:		Caretaker's Relationship child:	

CSW Name/Office Name		CSW Phone:	
CSW Cell:		CSW email:	
SCSW:		SCSW Phone:	

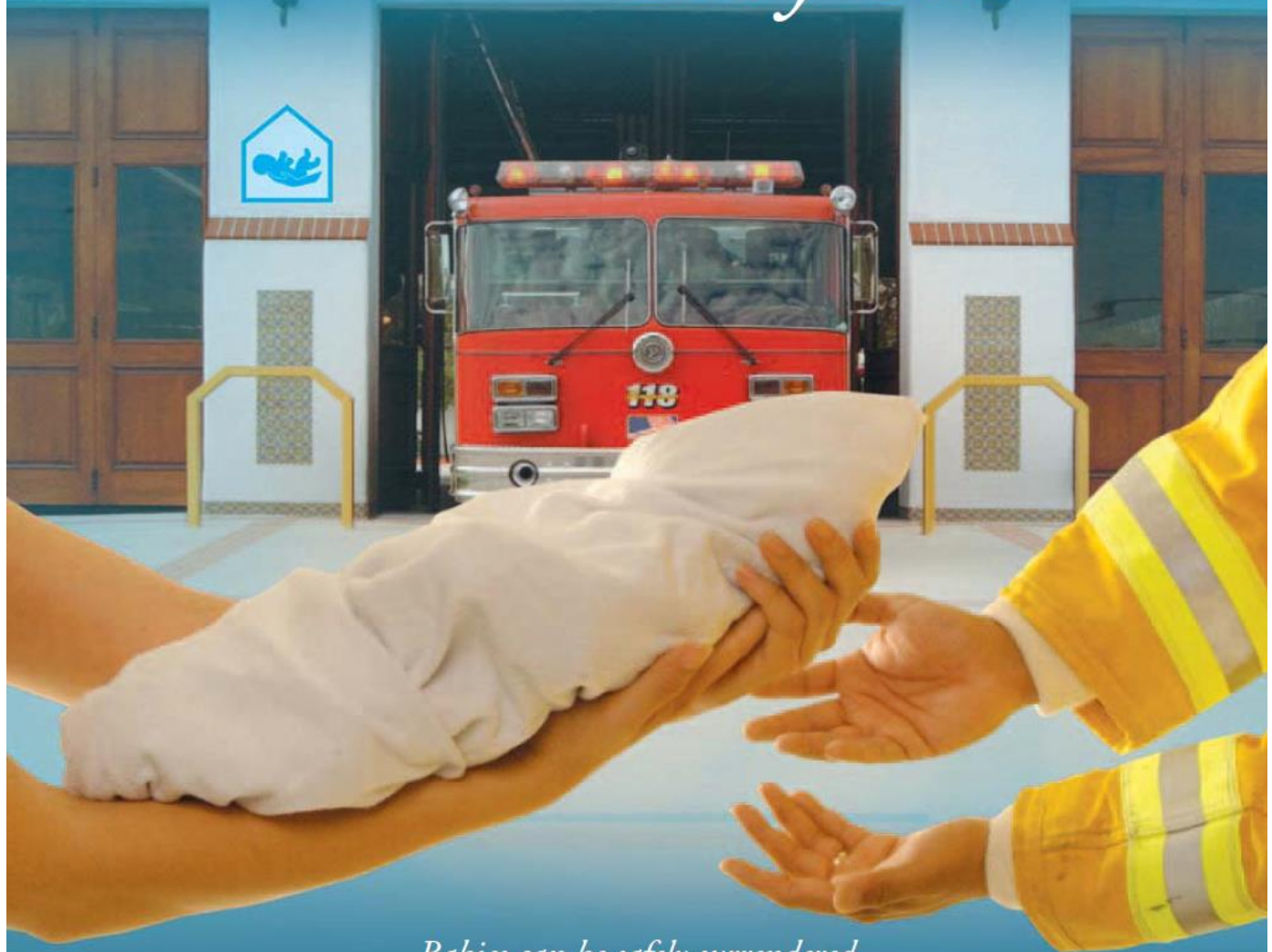
Preferred Visitation Schedule

Visitation Start Date:		Visit Day(s):	
Visit Time:		Recurrence:	

Information for Monitor, including minor's health issues, safety issues (include restraining order information if any)

CSWs Note: Please e-mail this referral to Rosemary Sierra @ sierra@dcfs.lacounty.gov

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



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?

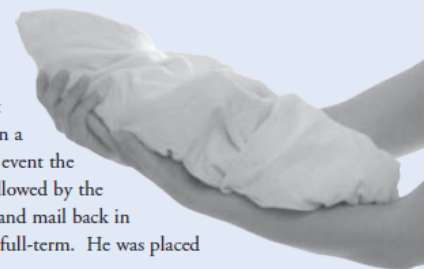
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



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.

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

www.babysafela.org

¿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?

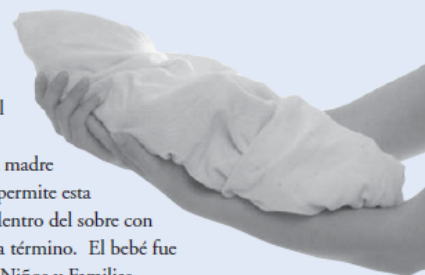
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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.



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.

- ☐ 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 Contractor 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

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

Signature

Date

Name and Title of Signer (please print)

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

PROPOSER CERTIFICATION

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

Contractor acknowledges and certifies compliance with Section 66.0 Compliance with County's Zero Tolerance Policy on Human Trafficking of the Contract and agrees that Contractor or a member of Contractor's staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in cancellation of the 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:

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

This certification is required by the regulations implementing Executive Order 1259, Debarment and Suspensions, 7 CFR Part 3017, 45 CFR Part 76 and 2CFR 200.212 Part C.

Prospective Contractor Certifies to the best of its knowledge and belief that its principals or affiliates or sub-contractor utilized under this contract are not:

- (a) Debarred or suspended from federal financial assistance programs and activities;
- (b) Proposed debarment;
- (c) Declared ineligible or;
- (d) Voluntarily excluded from participation in covered transactions by any federal department or agency.

I declare that the information herein is true and correct and that I am authorized to represent this company.

Signature of the Authorized Person Responsible for
submission of the SOQ to the County

Date

Name and Title of the Authorized Person Responsible for Submission of the SOQ to the County