



WILLIAM T FUJIOKA  
Chief Executive Officer

County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
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First District

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Second District

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Fifth District

May 14, 2013

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:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 June 4, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AGREEMENT WITH THE INFORMATION AND REFERRAL FEDERATION OF  
LOS ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY FOR INFORMATION AND  
REFERRAL PROGRAM SERVICES  
(ALL DISTRICTS AFFECTED)  
(3 VOTES)**

**SUBJECT**

The current contract with 211 LA County to provide health and human services, general and specialized information and referral (I&R) program services through the 2-1-1 dialing code expires on June 30, 2013. The recommended action will allow the current services to continue under the new Agreement through June 30, 2016.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Chief Executive Officer (CEO) or his designee to negotiate and execute a three year contract substantially similar to the attached contract, Attachment A, between the County of Los Angeles (County) and The Information and Referral Federation of Los Angeles County, Inc., dba 211 LA County. Under this Agreement, 211 LA County will provide specialized information and referral services through the 2-1-1 dialing code, for a three-year maximum cost of \$18,791,450, effective July 1, 2013 or date of Board of Supervisors approval, whichever is later, expiring on June 30, 2016.

2. Delegate authority to the CEO or his designee to prepare and execute monthly extensions of the Agreement up to a period of six months and amendments to this Agreement that do not exceed more than a ten percent (10%) increase or decrease in the annual contract amount when such amendment is necessitated by additional services. Changes in Federal, State, or County

requirements, or temporary specialized campaigns with Countywide implications will require a contract amendment. The approval of County Counsel will be obtained prior to executing such amendments.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current contract with 211 LA County provides health and human services, general and specialized I&R program services through the 2-1-1 dialing code will expire on June 30, 2013. The recommended action will allow the current services to continue under the new Agreement.

Under the recommended Agreement, constituents of LA County receive I&R services twenty-four (24) hours a day, seven (7) days a week and “warm hand-offs” on all crisis, abuse, and neglect calls, including those for the Department of Children and Family Services’ (DCFS) Child Abuse Hotline, Community and Senior Services’ (CSS) Elder Abuse Hotline, Department of Mental Health’s (DMH) ACCESS Hotline, and the Safely Surrendered Baby Hotline. When the Emergency Operations Center, Office of Emergency Management, is activated public access to information will also be available through 211 LA County.

Residents of the unincorporated area requesting unincorporated area services/code enforcement during normal business hours can speak with a Community Resource Analyst who can take the caller’s information or provide a “warm hand-off” to the appropriate department representative. After hours callers have the option of speaking with a Community Resource Analyst, if preferred.

Constituents will also be able to obtain information and referral for employment assistance through the WorkSource California Employer and Job Seeker Line funded by CSS. WorkSource California is a one-stop delivery system with locations throughout the County that provide services to job seekers, such as assisted job search, resume writing classes, program eligibility determination, identification of employment strengths and barriers, in-depth interviewing, and training for qualified customers. Services to employers may include job postings, job matching, initial screening, and hosting mass recruitment efforts. In addition to these services, there is one special campaign – the Temporary, Emergency Food, Shelter, and Transportation Voucher Program. This special campaign will continue until the funds are exhausted.

The Agreement provides for an annual call capacity of 412,968 for I&R health and human services and 30,000 for I&R unincorporated area services and code enforcement through the 2 1 1 dialing code or existing toll free telephone number (34,414 and 2,500 monthly call capacity respectively). The 2012 call volume for I&R health and human services calls, which includes the Elder Abuse and Code Enforcement Hotline, was 433,264 and it is anticipated that call volume for 2013 will exceed last year’s numbers. The combined overall call volume has exceeded contracted call capacity since 2009; however, during the last contracting period the County did not provide an increase due to the economic climate.

When this Agreement was originally established the Departments of Public Health (DPH) and Health Services (DHS) were unified and split the cost of one department. After the organizational separation, the Agreement was never amended and each department has consistently exceeded their allocated call volume. For this Agreement, each department has agreed to pay an additional \$105,418, which is in line with other departments with similar call volumes. CSS has also continuously exceeded their call volume and has agreed to an increase of \$285,325 for this Agreement, which includes a projected twenty-five percent (25%) increase in mandated reporter

calls. As a result of the increased funding being provided by CSS, DPH and DHS, the overall contract total was increased by nine percent (9%) or \$496,161.

The CEO is responsible for overall management of the Agreement and the following departments: CSS, DCFS, DHS, DPH, DMH, and Department of Public Social Services (DPSS) will continue to share funding responsibility for the County's 2 1 1 system. DPSS will be responsible for monitoring the Agreement. The 2 1 1 Oversight Committee comprised of representatives of involved County departments and 2 1 1 partners will meet, as needed, to provide support in evaluating contract performance and work with 211 LA County to resolve issues related to call capacity and call handling.

Authorization of the CEO to execute extensions of the Agreement up to a period of six months and contract amendments on behalf of the County will allow the CEO to more effectively process required amendments to the Agreement to the extent such amendment(s) do not exceed more than ten percent (10%) of the total contract amount. The Board will be notified of any required amendments to this Agreement.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the Los Angeles County Strategic Plan Goal No. 1: Operational Effectiveness, to maximize public access to quality information and referral for health and human services through a simple yet customer-friendly and efficient dialing system.

### **FISCAL IMPACT/FINANCING**

The 211 dialing service in the County is primarily funded by DPSS. The County's allocation of funding for 2 1 1 LA County and specialized services are detailed in Attachment B.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Section 26227 of the Government Code, the Board of Supervisors may appropriate and fund programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.

In 1980, the Board first adopted an Agreement with The Information and Referral Federation of Los Angeles County to ensure that I&R services were available to all County residents. On October 16, 2003, the California's Public Utilities Commission designated the Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County as the sole provider of 2-1-1 services in the County of Los Angeles. Accordingly, 211 LA County is the sole source contractor for the current Agreement which will expire on June 30, 2013. The Agreement will be effective July 1, 2013, or the date of Board approval, whichever is later and will expire on June 30, 2016.

This Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The Agreement has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

As 211 LA County is the current service provider, there will be no impact to services. All crisis services, such as Elder Abuse, Child Abuse, and Mental Health crisis needs will continue to be provided twenty-four (24) hours a day, seven (7) days a week.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a large, stylized flourish that resembles a heart or a large 'M' shape, and then a horizontal line extending to the right.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:BC  
LB:KH:TW:km

Enclosures

- c: County Counsel
- Director of Community and Senior Services
- Director of Children and Family Services
- Director of Health Services
- Director of Mental Health
- Director of Public Health
- Director of Public Social Services
- Executive Director of 211 LA County



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY**

**FOR**

**INFORMATION AND REFERRAL PROGRAM SERVICES**

**AGREEMENT NUMBER: \_\_\_\_\_**

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- I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- J CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
211 LA COUNTY  
FOR  
INFORMATION AND REFERRAL PROGRAM SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Los Angeles, hereinafter referred to as County, and The Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County, a California Non-Profit Benefit Corporation, hereinafter referred to as Contractor. 211 LA County is located at 526 West Las Tunas Drive, San Gabriel, CA 91776.

**RECITALS**

WHEREAS, the Contractor desires to provide, and County desires to acquire from Contractor, services as a Contractor; and

WHEREAS, the Contractor is a private firm qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this contract on behalf of the County; and

WHEREAS, the Contractor has provided 2-1-1 Information and Referral Program services through three previous contracts with the County; and

WHEREAS, the California Public Utilities Commission (CPUC) has designated the Contractor as the designated provider of 2-1-1 dialing services in the County.

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or

inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Special Campaigns
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
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- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**SB 1262 - Nonprofit Integrity Act of 2004**

- 1.10 EXHIBIT J - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

**2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three (3)** years effective July 1, 2013, or commencing upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **one** additional six (6) month extension, for a maximum total Contract term of **three and a half** years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer (CEO) or his designee as authorized by the Board of Supervisors.

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

## 5.0 CONTRACT SUM

- 5.1 The maximum contract payment for the term will be **\$18,791,450**, to be paid as follows:
- 5.1.1 **\$18,392,859** will be paid to Contractor at a fixed monthly rate of **\$510,913** (1/36 of the maximum contract amount excluding funding designated for cost reimbursement services).
- 5.1.2 For Countywide Emergency Hotline activities, the **\$94,737** total contract amount, not to exceed **\$31,579** per year, will be paid on an actual cost, monthly basis. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the County will then indicate to the Contractor whether or not the increased level of support can be continued based on County funded support.
- 5.1.3 For Community and Senior Services (CSS) WorkSource California toll-free line activities, a flat fee of **\$2,700** per month for up to 200 calls per month, not to exceed **\$97,200** in flat fees for the contract term. Calls in excess of 200 in any given month will be billed at the rate of **\$12** per call, not to exceed **\$168,300** in overage charges for the contract term at an estimated allowance of **\$56,100** per year, in addition to the flat fee.
- 5.1.4 For the CEO Special Project for temporary, emergency food, transportation, and/or shelter for families who call 2-1-1, the remaining maximum amount of **\$38,354** will be available on an actual cost, monthly reimbursement basis, as long as funding for this project remains.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

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

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the County Project Manager in one (1) set to the following address:

County of Los Angeles  
Chief Executive Office, Service Integration Branch  
222 S. Hill Street, Fifth Floor  
Los Angeles, CA 90012  
Attn: Tiffany Williams

#### 5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

#### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

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

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

### **7.2 Approval of Contractor's Staff**

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

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **7.4 Background and Security Investigations**

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.



- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any

settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the CEO.
- 8.1.2 The County's Board of Supervisors or CEO may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's CEO.
- 8.1.3 The CEO may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by CEO.
- 8.1.4 County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by Contractor and by CCA.

- 8.1.5 The CEO may prepare and sign amendments to the Contract without further action by COUNTY Board of Supervisors under the following conditions:
- 8.1.5.1 Amendments shall be in compliance with applicable County, State, and federal regulations.
  - 8.1.5.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10 percent (10%) of the total original Contract amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
  - 8.1.5.3 The amendment is for Cost of Living Adjustments, in compliance with the County's Policy 5.070, upon approval of the 2-1-1 Oversight Group.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of

same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

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

8.5.1 Within twenty (20) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement

from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County

Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

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



candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

#### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least

five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered

child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to

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

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.24 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 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the 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. The 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 the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the 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  
Chief Executive Office, Service Integration Branch  
222 S. Hill Street, Fifth Floor  
Los Angeles, CA 90012  
Attention: Tiffany Williams

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.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 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, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 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.

#### **8.24.7 Waivers of Subrogation**

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

#### **8.24.8 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 the 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.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy

deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 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.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors 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.

#### **8.24.12 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.

#### **8.24.13 Alternative Risk Financing Programs**

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

#### **8.24.14 County Review and Approval of Insurance Requirements**

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

### **8.25 INSURANCE COVERAGE**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **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 the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **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.

**8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the 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 the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 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 the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph

8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

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

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 NOTICE OF DISPUTES**

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

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The 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 I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

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

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.



## **8.36 PUBLIC RECORDS ACT**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 PUBLICITY**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit

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

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Chief Executive Office, Service Integration Branch  
222 S. Hill Street, Fifth Floor  
Los Angeles, CA 90012  
Attention: Tiffany Williams

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.



## **8.50 WARRANTY AGAINST CONTINGENT FEES**

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

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_ Date \_\_\_\_\_  
WILLIAM T FUJIOKA  
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
BARBARA Y. GOUL  
Principal Deputy County Counsel

CONTRACTOR: THE INFORMATION AND  
REFERRAL FEDERATION OF  
LOS ANGELES COUNTY, INC.  
DBA 211 LA COUNTY

By \_\_\_\_\_  
Maribel Marin  
\_\_\_\_\_  
Executive Director  
Title

**EXHIBIT A**

**STATEMENT OF WORK**

**AND**

**TECHNICAL EXHIBITS**

# STATEMENT OF WORK

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## **STATEMENT OF WORK**

### **1.0 GENERAL**

#### **1.1 Scope of Work**

- 1.1.1 CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate a comprehensive twenty-four (24) hour, seven (7) days a week specialized multilingual 2-1-1 service including: 1) information and referral (I&R) service available to all COUNTY residents; 2) an Elder Abuse Hotline, including Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) access, through the use of the dedicated Elder Abuse toll-free number; 3) a link to the Mental Health (DMH) ACCESS Center; 4) a link to Department of Children and Family Services (DCFS); 5) Department of Public Health (DPH) specialized services; and 6) Department of Health Services (DHS) specialized services.
- 1.1.2 CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate: 1) an information and referral service specifically for unincorporated area services, including code enforcement; 2) a Chief Administrative Office (CEO) Department Emergency Plan (DEP) Hotline; and 3) a Countywide Emergency Hotline for the public in the case of an emergency; and 4) an information and referral service for employers and job seekers to WorkSource California.
- 1.1.3 CONTRACTOR shall have the ability to provide through 2-1-1 additional dedicated I&R services and resources as required by special projects and initiatives of the COUNTY.
- 1.1.4 CONTRACTOR shall also provide and maintain a comprehensive database of community agencies to be referred to as the Community Resource Information Bank (CRIB).
- 1.1.5 CONTRACTOR must perform to the standards set forth in, Technical Exhibit 12.1, Performance Requirement summary, hereunder.

#### **1.2 Key COUNTY Personnel**

##### **County Contract Administrator (CCA)**

- 1.2.1 The COUNTY Chief Executive Officer shall designate a CCA for purposes of Contract oversight. The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract. The CCA shall establish and facilitate a 2-1-1 Oversight Group consisting of representatives from involved COUNTY departments. The 2-1-1 Oversight Group shall assist the CCA in the monitoring and management of this Contract.
- 1.2.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information, and procedural requirements.
- 1.2.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to Contract Sub-paragraph 8.5, Change Notices and Amendments, herein above.

1.2.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way.

1.2.5 The COUNTY will inform the CONTRACTOR of the name, address, and telephone number of the CCA and alternate, in writing, upon the effective date of this Contract, and at any time thereafter a change of CCA is made.

### **1.3 Key CONTRACTOR Personnel**

#### **1.3.1 Contract Manager**

1.3.1.1 CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the Contract and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.

1.3.1.2 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Contract.

1.3.1.3 The Contract Manager and alternate shall be identified in writing prior to effective date of the Contract and within five (5) business days after a change of Contract Manager or alternate is made.

#### **1.3.2 Other CONTRACTOR Staff**

1.3.2.1 CONTRACTOR shall provide staff with the professional background, experience and expertise to provide the work products required in this Statement of Work.

1.3.2.2 All CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

### **1.4 Standards and Quality Control**

CONTRACTOR shall establish, maintain, utilize, monitor and enforce a comprehensive Standards and Quality Control Plan (Plan) to assure COUNTY of a consistently high level of product quality and service throughout the term of the Contract for all general I&R services; the Elder Abuse Hotline; DMH, DCFS, DPH and DHS related-calls; unincorporated area service calls; the CEO DEP Hotline; and the Countywide Emergency Hotline. The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract Start Date, with revisions submitted to the CCA for approval prior to any amendments to the Plan. The Plan shall include, but not be limited to the following:

1.4.1 A monitoring system covering all services required by the Contract. The system must specify the methods for preventing, identifying and correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:

- 1.4.1.1 Specific activities to be monitored;
  - 1.4.1.2 Methods of monitoring to be used;
  - 1.4.1.3 Frequency of monitoring;
  - 1.4.1.4 Samples of forms to be used in monitoring; and
  - 1.4.1.5 Title/level and qualifications of personnel performing monitoring functions.
- 1.4.2 CONTRACTOR shall record all 2-1-1 calls as part of its quality control program and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.
- 1.4.3 CONTRACTOR shall maintain a record of all performance inspections conducted by the CONTRACTOR, including the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Records shall be provided to the CCA or their alternate semi-annually or more frequently at the option of the CCA.
- 1.4.4 The method for continuing to provide services to COUNTY in the event of a strike or other work action of CONTRACTOR's employees, not to exceed monetary amounts of this Contract pursuant to Contract Section 5, Contract Sum.
- 1.4.5 CONTRACTOR shall monitor with a minimum of ten percent (10%) of the Unincorporated Area and Code Enforcement calls received per month on the Code Enforcement line in order to assess the quality of CRA training levels.
- 1.4.6 CONTRACTOR shall monitor a minimum of 2 calls per CRA per week for all 2-1-1 calls, except for Unincorporated Area calls, in order to assess the quality of CRA training levels.
- 1.4.7 CONTRACTOR shall report the number of monthly calls monitored in the Monthly Invoice. The report shall indicate any training-related deficiencies and the corrective action related to those deficiencies.

## **1.5 Quality Assurance/Quality Control**

1.5.1 CCA or their alternate shall monitor CONTRACTOR'S performance under this Contract semi-annually. (Reference Contract Section 8.15. COUNTY's Quality Assurance Plan.) CONTRACTOR should on a monthly basis review their performance compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP) and quality assurance procedures as defined in this Contract. COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

1.5.1.1 Review of Reports, Statistical Record and Files.

1.5.1.2 User Complaints.



- 1.5.1.3 Statistically Valid Random Sampling. Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For an example of random sample tables/methods that may be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 1.5.1.4 Site visits.
- 1.5.2 Performance Evaluation Meetings shall be held jointly by CCA (or their alternate) and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) (Technical Exhibit 12.2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
  - 1.5.2.1 The minutes of any Performance Evaluation Meeting shall be prepared by the CCA or their alternate and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final.
  - 1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.
- 1.5.3 CONTRACTOR shall provide a report to the CCA or their designee semi-annually that indicates the number and type of training provided over the past six (6) months.
- 1.5.4 Contract Discrepancy Reports
  - 1.5.4.1 Verbal notification of a contract discrepancy will be made by the County to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified.
  - 1.5.4.2 The CCA will determine whether a formal CDR shall be issued.
  - 1.5.4.3 Upon receipt of a CDR, Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan resolving the problem, including appropriate training requirements and a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA in writing within a reasonable time period not to exceed ten (10) business days unless a different period is agreed to in writing by the CCA.

## **1.6 Government Observations**

Federal, State, and/or COUNTY personnel, in addition to COUNTY contract management staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

## **1.7 Hours of Operation/Holidays**

CONTRACTOR shall provide the services required under the Contract twenty-four (24) hours a day, seven (7) days a week or as otherwise specified in this Contract.

## **2.0 DEFINITIONS**

### **2.1 Acceptable Quality Level (AQL)**

Acceptable Quality Level is a measure to express the allowable variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **2.2 Adult Protective Services (APS)**

A State-mandated program, which provides investigation, crisis intervention and short-term case management services on behalf of elder and dependent adults who are victims of abuse, neglect, financial abuse, abandonment, isolation or abduction, or who are unable to protect their own interests, and to family members on behalf of the victims.

### **2.3 Budget**

The Budget provides details of the CONTRACTOR's costs for providing services included in the Contract. Included in the Budget are the following:

Direct Costs: Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other - specified).

Indirect Costs: General Accounting/Bookkeeping, Management Overhead, and other related costs.

### **2.4 Business Continuity Plan (BCP)**

The COUNTY's BCP is a comprehensive plan for restoring the business functions that support critical programs and services after an emergency. The program may become unavailable due to a major widespread disaster, or a local incident such as a power failure, fire, or some other problem with the building or the systems that support a program. The BCP describes, among other things, how programs and functions will be restored following an incident.

### **2.5 California Work Opportunity and Responsibility for Kids (CalWORKs) Program**

The State's mandated public assistance program to provide financial assistance and employment services to families with dependent children.

## **2.6 Chief Executive Office (CEO)**

### **Office of Emergency Management (OEM)**

The office within the CEO responsible for overall management of emergency preparedness matters.

### **Office of Unincorporated Area Services (UAS)**

The office within the CEO which is responsible for coordinating programs that address unincorporated area issues by working with the Board, County departments, other local governmental agencies and local civic organizations and leaders to assess unincorporated area needs and develop strategies for addressing those needs.

### **Service Integration Branch**

The office within the CEO responsible for coordinating services affecting multiple County departments.

## **2.7 Community Resource Advisor (CRA)**

The CONTRACTOR employee responsible for answering telephone inquiries from the public, determining the availability of a community resource, and providing the resource information to the caller or walk-in client.

## **2.8 Community Resource Information Bank (CRIB)**

The resource information system owned by the COUNTY and maintained by CONTRACTOR. The system consists of listings of public and private agencies and programs to which the CRAs refer callers for further assistance.

## **2.9 Department of Children and Family Services (DCFS)**

The COUNTY department responsible for providing a comprehensive children's protection system of prevention, preservation, and permanency.

## **2.10 Resource Writers**

The CONTRACTOR employees (also known as Specialists) who maintain and update the listing of public and private agencies and programs contained in the CRIB.

## **2.11 Standard**

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

## **2.12 Transaction**

A documented request for service which includes information about the referral that was made to the caller or walk-in client.

## **2.13 Types of Telephone Calls**

2.13.1 Abuse/Neglect/Crisis Calls

Callers who are in an emergent situation or critical state. These calls need to be assessed and often require immediate intervention and/or a referral for crisis intervention. These calls also typically require some level of follow-up.

#### 2.13.2 Assisted Referral

Callers whose problem or situation requires assistance in referral to an organization. Assistance may be in the form of linking the caller to a service organization, talking with the service organization to arrange for services or participating in conference calls with the caller and service provider. These transactions may require follow-up with the caller and/or the service provider.

#### 2.13.3 Unassisted Referral

Callers who are referred to one or more organizations. These callers are given a referral and initiate contact on their own. Follow-up may be provided.

#### 2.13.4 Simple Information Request/Explanation

A transaction that provides callers a response/explanation to a simple information request. This type of call typically includes looking up an address or phone number or explaining the service eligibility of a particular program. Follow-up may be provided.

#### 2.14 **Management Report**

Monthly report attached by CONTRACTOR to the County Invoice with data identified as needed for the management of the agreement.

### **3.0 COUNTY FURNISHED ITEMS**

All COUNTY furnished items are provided by the COUNTY for the duration of the Contract only, and solely for the performance of this Contract. The COUNTY shall provide no materials, equipment, and/or services necessary to perform information and referral services, except as identified below.

#### **3.1 Training Materials**

3.1.1 COUNTY CSS/APS will provide training materials on handling calls that involve Elder Abuse to CONTRACTOR annually.

3.1.2 COUNTY DMH will provide training materials on handling calls that involve Mental Health services to CONTRACTOR staff will be provided one time a year.

3.1.3 COUNTY DCFS will provide training materials on handling calls that involve Child Abuse to CONTRACTOR staff as appropriate whenever justified by new staffing.

3.1.4 COUNTY CEO/UAS will provide unincorporated area services, including code enforcement, training materials to CONTRACTOR staff as appropriate and will review training material to assure relevant, up-to-date content is provided to CONTRACTOR on an annual basis.

3.1.5 COUNTY CEO/OEM will provide emergency management training materials to CONTRACTOR staff as needed for particular campaigns.

- 3.1.6 COUNTY CSS will provide 211 with updated information about all WorkSource centers in LA County and a Google based map to assist with referrals based on the address given by the callers.
- 3.1.7 COUNTY DMH will provide CONTRACTOR with updated resources on Emergency Outreach Bureau/Field Response Operations (EOB/FRO) policies and procedures one time a year.

### **3.2 Additional Materials**

- 3.2.1 A list of COUNTY observed holidays.
- 3.2.2 A supply of Civil Rights Forms, Complaint of Discriminatory Treatment (PA 607) and Section 21 of Department of Public Social Services (DPSS) Civil Rights Handbook.

### **3.3 Equipment Purchased by County**

The equipment purchased by COUNTY which includes, but is not limited to, call recording equipment, interactive voice recognition equipment, computers, and telecommunications equipment and associated software shall remain the property of the COUNTY for the duration of the Contract. The COUNTY shall have the option upon the termination of this Contract to request transfer of all COUNTY equipment to a location designated by the CCA. Such request shall be made in writing by the COUNTY and mailed to the CONTRACTOR. CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment described herein.

### **3.4 COUNTY Department Community Resource Information Bank (CRIB) Access**

COUNTY and CONTRACTOR will determine automated mechanisms to transfer weekly updates to CRIB from CONTRACTOR to COUNTY via the internet. COUNTY will develop web-based interface to allow COUNTY departments access to the CRIB for purposes of developing customized directories, reports, and other materials.

## **4.0 CONTRACTOR FURNISHED ITEMS**

CONTRACTOR shall furnish all personnel, equipment and supplies and training (except as provided by COUNTY in Section 3.0 herein above) necessary to perform all services required by this Contract and will adhere to all requirements imposed on CONTRACTOR by this Contract.

### **4.1 Personnel**

CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff semi-annually.

## **4.2 Equipment, Supplies and Materials**

4.2.1 CONTRACTOR shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract. This shall include, but not be limited to training materials (except those furnished by COUNTY in Section 3.0, COUNTY Furnished Items), supplies and support material necessary to perform all services. The CONTRACTOR shall provide office related items such as computers, printers, monitors, hardware, software, telephone systems, and instruments, including telephone messaging capacity, fax machines, photocopy machines, video tape (VHS) and digital video (DVD) devices, monitors, and other related items necessary to fulfill the terms of this Contract.

4.2.2 CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment furnished by COUNTY in SOW Section 3.0, COUNTY Furnished Items, Sub-section 3.3 Equipment Purchased by County during Implementation Phase.

## **4.3 Facilities**

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

## **4.4 Training**

4.4.1 CONTRACTOR shall provide training in all aspects of services provided in this Contract through employee orientation and in-service training for all staff. Ongoing training may include areas such as case conferencing with supervisors, educational staff meetings, workshops, and conferences.

4.4.2 CONTRACTOR shall furnish training every other year for all CONTRACTOR employees in the following areas, unless additional training is identified in the CCR:

4.4.2.1 Cultural awareness and diversity

4.4.2.2 Civil rights

4.4.2.3 CEO DEP/Countywide Emergency Management

4.4.3 CONTRACTOR shall also provide CONTRACTOR CRAs, database staff and their supervisors, training every year in the following areas:

4.4.3.1 Elder and dependent adult abuse

4.4.3.2 Mental Health services

4.4.3.3 Child abuse/Foster Care Services

4.4.3.4 Public Health campaigns

4.4.3.5 Health Services referrals

- 4.4.3.6 Unincorporated area services, including code enforcement
  - 4.4.3.7 WorkSource California related training
  - 4.4.3.8 DMH dispatching and call tracking processes based on Emergency Outreach Bureau Field Response Operations protocol.
  - 4.4.3.9 CEO Special Campaigns, e.g., Emergency Food and Shelter Program.
- 4.4.4 Training will be provided by the CONTRACTOR utilizing COUNTY provided training materials including written materials and/or videos, if available.

#### **4.5 Posted Materials**

CONTRACTOR shall post in its facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and the State-approved Non-Discrimination In-Service poster, *Equal Under the Law*. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012

Telephone: (213) 894-1000

CONTRACTOR is encouraged to voluntarily post in its facility the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

#### **4.6 Telephone Programming**

##### **4.6.1 Land Lines**

- 4.6.1.1 CONTRACTOR work with the telecommunications providers to provide programming information to allow 2-1-1 access to all land line telephones, with the exception of facilities that knowingly block access to 2-1-1 and other 3-digit dialing codes, within Los Angeles County as of the effective date of this Contract.
- 4.6.1.2 CONTRACTOR shall perform testing of all 2-1-1 equipment, troubleshoot, and work with telephone service providers to resolve any issue related to connectivity.
- 4.6.1.3 CONTRACTOR shall immediately inform CCA of any issue related to connectivity which will impact the ability of callers to utilize the 2-1-1 dialing code.
- 4.6.1.4 CONTRACTOR shall inform callers who are victims of domestic violence (DV) of the toll free Los Angeles County DV Hotline (800) 978-3600, when appropriate. The automated phone service provides information regarding emergency DV shelters/services, twenty-four (24) hours a day, seven (7) days a week.

#### 4.6.2 Wireless Lines

4.6.2.1 CONTRACTOR shall work with COUNTY to resolve any access issues associated with wireless telephone carriers, Internet-based phone services, or other methods of potential access to 2-1-1.

4.6.2.2 CONTRACTOR will work with wireless telephone service providers to get program access to 2-1-1 and will continue to maintain the toll-free number (800) 339-6993 for wireless telephone users who cannot access 2-1-1 services.

4.6.2.3 CONTRACTOR will inform the public through its flyers and other public announcements if 2-1-1 cannot be accessed directly that callers should call 2-1-1's toll-free number or visit 2-1-1 LA County's website.

#### 4.7 2-1-1 Information and Referral Services

CONTRACTOR shall provide twenty-four (24) hour, seven (7) day a week, Information and Referral Services to residents of Los Angeles County through a 2-1-1 dialing code, toll-free dedicated phone number, local call exchange, and through the availability of a Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) line to ensure that the hearing impaired community has access to I&R services. The CONTRACTOR shall post a sign outside of building notifying potential walk-in clients that information and referral services are provided via telephone (the sign will direct them to nearby pay phones) for further assistance.

#### 4.8 Elder Abuse Hotline

CONTRACTOR shall provide a twenty-four (24) hour, (7) seven day a week, toll-free Elder Abuse Hotline with two (2) lines available to the public through the existing (877) 477-3646 and (800) 992-1660 numbers. TDD/TTY access shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls on another business line from callers who are outside the local toll-free dialing area, and shall have a line available for APS staff to call in for referrals, messages or information.

#### 4.9 Mental Health Hotline

CONTRACTOR shall provide a link to a twenty-four (24) hour, (7) seven day a week, toll-free Mental Health ACCESS Center Hotline.

#### 4.10 Child Abuse Hotline

CONTRACTOR shall provide a link to a twenty-four (24) hour, (7) seven day a week, toll-free hotline number.

#### 4.11 Public Health Specialized Services and Campaigns

CONTRACTOR shall provide twenty-four (24) hour, (7) seven day a week Public Health Campaign information to residents of Los Angeles County through a 2-1-1 dialing code.



#### **4.12 DHS Services**

CONTRACTOR shall provide twenty-four (24) hour, (7) seven day a week Health Services information to residents of Los Angeles County through a 2-1-1 dialing code.

#### **4.13 2-1-1 Unincorporated Community Services and Code Enforcement**

4.13.1 CONTRACTOR shall provide 7:00 am to 7:00 pm, Monday through Friday, Unincorporated Community Services to unincorporated area residents of Los Angeles County through a 2-1-1 dialing code.

4.13.2 CONTRACTOR shall continue to receive calls on code enforcement issues and shall continue to designate trained Community Resource Advisors to handle these calls. In addition, callers to 2-1-1 shall be given the option to obtain code enforcement information through an automated menu system.

#### **4.14 CEO Department Emergency Plan Hotline**

CONTRACTOR shall retain a toll free number so that employees of the CEO shall have the ability to call that telephone number to access a specialized interactive voice recognition (IVR) Menu System provided by CONTRACTOR, following a local or regional disaster, to obtain information on CEO work schedules, work assignments, and work locations.

#### **4.15 Countywide Emergency Hotline**

CONTRACTOR shall provide a twenty-four (24) hour, (7) seven day a week, toll-free Emergency Hotline that has recorded, menu driven information available to the public through the existing (800) 980-4990 number. When the Emergency Operations Center (EOC) has activated an emergency in Los Angeles County, public access shall be provided through the 2-1-1 dialing code. TDD/TTY access shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls from callers who are outside the local toll-free dialing area, and shall have a line available for CEO, Office of Emergency Management (OEM) staff to call in for referrals, messages or information.

#### **4.17 WorkSource California Employer and Job Seeker Line**

CONTRACTOR shall provide jobseekers and potential employers calling to the existing WorkSource California toll-free line, (888) 226-6300, with information and referrals to WorkSource Centers within the Los Angeles County area from 8:00 am to 8:00 pm. A recorded message will be available after hours. TDD/TTY access shall be provided for callers with hearing impairments. CSS will retain ownership and responsibility for the maintenance and cost of the toll-free line.

### **5.0 SPECIFIC TASKS RELATED TO COUNTY SERVICES**

#### **5.1 Information and Referral (I&R) Services**

CONTRACTOR shall maintain a comprehensive I&R program which shall be accessible to all areas of the County of Los Angeles through the 2-1-1 dialing code, local telephone number, or through a toll-free telephone number.

The CONTRACTOR shall post a sign outside of building notifying potential walk-in clients that information and referral services are provided via telephone (the sign will direct them to a nearby pay phones) for further assistance. The function of I&R services shall be to provide the entry point for people who do not know where to turn for help.

To perform its function effectively, CONTRACTOR shall:

5.1.1 Use an Interactive Voice Recognition (IVR) Menu System

5.1.1.1 CONTRACTOR shall use an IVR Menu System including menu options to obtain information and referrals. A language assessment feature shall be used to determine the language needs of each caller. There must be an override feature enabling callers to directly access a Community Resource Advisor (CRA).

5.1.1.2 CONTRACTOR shall develop and maintain a menu system to allow callers the option to obtain certain I&R services through an automated menu system rather than speaking directly with a CRA.

5.1.1.3 CONTRACTOR shall take appropriate measures to ensure the hearing impaired community using TDD/TTY equipment has access to the 2-1-1 system as indicated in section 4.7.

5.1.2 Provide Timely Response to Calls

CONTRACTOR shall staff I&R services at a level which enables 80 percent (80%) of calls to be answered within one (1) minute of the completion of the initial IVR Menu System options if call volume is within overall contracted levels.

5.1.3 Handle Crisis Calls

CONTRACTOR shall have the capability to handle crisis calls. When crisis calls are received, they shall be given special handling through the use of the IVR Menu System or other means. CONTRACTOR staff shall provide follow-up, as needed, within five (5) business days, on crisis calls to verify that the crisis has been satisfactorily addressed by the resource to which the caller was referred. (Refer to Section 7.2 below).

5.1.4 Make Accurate and Appropriate Referrals

CONTRACTOR shall provide quality I&R services and documentation of the accuracy and appropriateness of referrals and caller satisfaction with services. If incorrect information is provided or inaccurate referral is made and the caller has provided CONTRACTOR with correct information, CONTRACTOR shall correct the information and/or referral and notify the caller within twenty-four (24) hours of discovery when appropriate and/or requested by caller.

5.1.5 Serve Callers in Their Own Language

5.1.5.1 In order to provide service to all persons in the COUNTY needing service, CONTRACTOR shall respond to the needs of the community by using the

language line interpreter services to provide I&R in the threshold languages: Armenian, Cambodian, Chinese, Korean, Russian, Spanish, Tagalog, Vietnamese and Farsi.

- 5.1.5.2 CONTRACTOR shall ensure that at least 50 percent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers on a twenty-four hour, seven days a week basis.
- 5.1.5.3 CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to CRAs with appropriate language skill sets or as a means of initiating a link or conference call to a language interpretation service.

## **5.2 Elder Abuse Hotline**

CONTRACTOR shall provide and maintain a toll-free hotline through the existing (877) 477-3646 and (800) 992-1660 numbers in accordance with Community and Senior Services (CSS) policies and procedures (refer to Technical Exhibit 12.4 for Elder Abuse Hotline Protocols).

CONTRACTOR is required to provide services twenty-four (24) hours a day, seven (7) days a week. The IVR Menu System cannot be used in conjunction with this service other than to offer a language option to the caller. CONTRACTOR is required to accept collect calls, on another established line, from callers who are outside the service area.

CONTRACTOR staff shall:

- 5.2.1 Provide special handling through priority queuing so that calls from this line get answered ahead of general 211/I&R calls.
- 5.2.2 Refer suspected cases of elder abuse and dependent adult abuse to CSS/Adult Protective Services (APS) according to established protocols. (Technical Exhibit 12.4, Elder Abuse Hotline Protocols).
  - 5.2.2.1 APS Referrals during Business Hours

APS Business hours are Monday – Friday from 8:00 am to 5:00 pm. Refer APS related calls and any calls requiring APS follow-up to the APS Centralized Intake Unit.
  - 5.2.2.2 APS Referrals After-Hours

Refer calls requiring APS follow-up to the After-Hours APS Social Worker. COUNTY CSS will provide CONTRACTOR with a weekly duty schedule of After-Hours Social Services staff.
- 5.2.3 Refer all calls to APS from persons mandated to report suspected cases of elder abuse and dependent adult abuse pursuant to *Welfare & Institutions Code (WIC) Section 15630*.

- 5.2.4 Provide COUNTY APS with a copy of the completed telephone transactions form for each call received on the Hotline via fax or digitally secured format as requested by APS.

### **5.3 Mental Health Referral Services**

#### **5.3.1 Mental Health General I&R Services**

General Information and Referral services calls should be referred to ACCESS hotline for appropriate triage if necessary or link to a caseworker. CONTRACTOR shall handle call transfers from the DMH ACCESS Center for general I&R services not available or provided through DMH.

#### **5.3.2 DMH Crisis Intervention and Referral Hotline**

Requests for psychiatric evaluation or psychiatric emergency should be linked to the ACCESS Center telephone number for triage and dispatch of Field Response Operations Teams. ACCESS center determines which team will respond. CONTRACTOR will maintain the (800) 854-7771 toll-free, menu-driven number as a crisis intervention and mental health referral.

### **5.4 Children and Family Referral Services**

#### **5.4.1 Non-DCFS Referral Calls**

DCFS shall transfer all calls that do not involve child abuse and neglect to 2-1-1 through the use of an IVR system.

#### **5.4.2 General Children and Family I&R Services**

- 5.4.2.1 CONTRACTOR shall handle call transfers from the DCFS Child Abuse Hotline for general I&R services not available or provided through the DCFS Child Abuse Hotline.
- 5.4.2.2 CONTRACTOR shall follow the appropriate protocols and reporting requirements for call transfers. Protocols shall include the identification and transfer of calls from the CONTRACTOR to DCFS and from DCFS to the CONTRACTOR (Refer to Technical Exhibit 12.5 for DCFS General I&R Services Protocols).

#### **5.4.3 DCFS Child Abuse Hotline**

CONTRACTOR shall provide a link to the toll-free Child Abuse hotline through the existing (800) 540-4000 number in accordance with DCFS policies and procedures (Refer to Technical Exhibit 12.5 for Child Protection Hotline Protocols).

CONTRACTOR staff shall:

- 5.4.3.1 Provide special handling through priority queuing so that calls from this line get answered ahead of general 211/I&R calls.

5.4.3.2 Refer suspected cases of child abuse and neglect to DCFS according to established protocols. (Refer to Technical Exhibit 12.5 Child Protection Hotline Protocols, for established procedures).

5.4.3.3 Referrals During and After Business Hours

Refer DCFS related callers and any follow-up calls requiring DCFS follow-up to DCFS Child Protection Hotline, (800) 540-4000, twenty-four (24) hours, seven (7) days a week, including holidays. If information presented by a caller does involve issues of child abuse, neglect, or exploitation the CONTRACTOR staff will establish a three-way call between the CONTRACTOR, the caller, and Child Protection Hotline by calling (800) 540-4000. CONTRACTOR is to remain on the line in order to verify the linkage has been made. CONTRACTOR may assist in explaining the situation to the DCFS Intake Evaluator.

5.4.3.4 Refer all calls to DCFS from persons mandated to report suspected child abuse pursuant to Penal Code 11165.7.

5.4.3.5 Provide COUNTY DCFS with the number of calls transferred from the DCFS Hotline in the Management Report.

## **5.5 Public Health Specialized Services**

CONTRACTOR and the Department of Public Health (DPH) shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding public health issues and other special programs. CONTRACTOR and DPH shall develop appropriate materials to assist CRAs in handling the call. DPH will meet with CONTRACTOR or CONTRACTOR'S representatives in advance to provide information on the type and timeline of public health campaigns and provide information and/or training to CONTRACTOR's staff so that they can respond to callers appropriately.

## **5.6 Health Services Information and Referral Services**

CONTRACTOR and the Department of Health Services (DHS) shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding health services issues and other special programs. If appropriate, CONTRACTOR and DHS shall develop appropriate materials to assist CRAs in handling the calls. DHS will meet with CONTRACTOR or CONTRACTOR'S representatives in advance to provide information on the type and timeline of campaigns and provide information and/or training to CONTRACTOR's staff so that they can respond to callers appropriately.

## **5.7 2-1-1 Unincorporated Community Services**

CONTRACTOR shall dedicate specialized CRAs to provide resource/referral services for residents of the unincorporated communities of Los Angeles County to report potential code violations, receive information on the enforcement of various COUNTY-enforced codes and regulations, and receive referrals to the appropriate COUNTY department or other government agency that provides municipal services to the unincorporated areas. In all cases, CONTRACTOR shall maintain database records for use in following-up on the outcome of calls made to 2-1-1 regarding unincorporated area municipal services and code enforcement. 2-1-1 shall focus on potential violations of COUNTY Code. All calls from the constituents of

the unincorporated area related to municipal services and code enforcement shall be handled through 2-1-1 as assisted referrals when appropriate.

5.7.1 CONTRACTOR shall provide multilingual services and will operate between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. 80 percent (80%) of all calls shall be answered in one (1) minute or less as long as call volume is within overall contracted levels.

5.7.1.1 COUNTY shall notify CONTRACTOR of any required modifications to this schedule. CONTRACTOR shall provide extended service, as needed, within twenty-four (24) hours of COUNTY'S request.

5.7.2 CONTRACTOR shall provide an IVR Menu System between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday and all day Saturday and Sunday. The IVR Menu System shall provide callers with:

5.7.2.1 Means to immediately report emergency situations;

5.7.2.2 Ability to leave their personal data, including name, phone number, residence zip code (and address if provided), and non-emergent problem description; and

5.7.2.3 Information on reporting potential code enforcement violations, locations of facilities in their area, telephone numbers to report potential code enforcement violations (during and after business hours), and other appropriate information.

5.7.3 CONTRACTOR shall have access to necessary referral information maintained by COUNTY departments and agencies that respond to code enforcement violations and issues throughout the COUNTY. Detailed information about the programs and services offered, contact persons, and telephone numbers shall be included. CONTRACTOR shall compile non-COUNTY agency information which shall include, but not be limited to, municipal service departments providing code enforcement within an incorporated city boundary.

5.7.4 CONTRACTOR shall process each call in one of the following manners:

5.7.4.1. Provide assisted referral for the caller to the appropriate COUNTY department or other agencies if appropriate;

5.7.4.2. Collect potential code violation and inquiry information and provide assisted transfer of the call to the appropriate department; or

5.7.4.3 Collect potential code violation or inquiry information and refer the information to the appropriate department if the caller does not request an assisted referral. The caller shall be informed which department will receive the referral and the caller shall be provided the appropriate phone number for follow-up.

5.7.5 CONTRACTOR shall follow-up with a minimum of 10 percent (10%) of the calls received on the Unincorporated Area and Code line in order to assess the quality of services provided by referral departments when caller agrees to follow-up and provides

contact information. Control numbers shall be assigned to calls for tracking purposes. CONTRACTOR shall provide COUNTY with a semi-annual report of survey (follow-up) calls indicating the number of callers contacted, the number of callers satisfied with the quality of services provided by CONTRACTOR, and number of callers satisfied with the quality of services provided by COUNTY.

- 5.7.6 CONTRACTOR shall meet with COUNTY as needed to monitor and oversee calls handled on code enforcement and other municipal services.
- 5.7.7 Should the projected volume of calls fail to meet COUNTY expectations, the COUNTY may require, with 60-Day notification, that the CONTRACTOR enhance marketing outreach efforts to meet call volume requirements.

## **5.8 CEO Department Emergency Plan Hotline**

CONTRACTOR shall have the ability to provide a specialized IVR Menu System for employees of the CEO following a local or regional disaster in which CEO work schedules, work assignments, and work locations are subject to change through a toll free number. Consistent with the CEO DEP, CEO employees shall have the ability to call the phone number following a local or regional disaster, or other event as required by the CEO, and utilize the IVR Menu System to receive updated information. The COUNTY will provide CONTRACTOR with updated information and develop scripts prior to utilization of the service. COUNTY shall designate CEO staff authorized to access the system or request activation of the CEO DEP feature.

## **5.9 Countywide Emergency Hotline**

- 5.9.1 CONTRACTOR will reserve the toll-free (800) 980-4990, menu driven public information hotline number that will provide the public with essential information on how to prepare in advance for disasters and the agencies to contact for assistance when a disaster occurs. In the event that menu-driven options do not meet the public's need, the caller will be given the option of calling 2-1-1 to speak with a CRA.
- 5.9.2. CONTRACTOR will allocate resource personnel and other staff, as needed to maintain accurate and up-to-date information to allow access to assistance from information provided to CONTRACTOR by the CEO's Office of Emergency Management (OEM).
- 5.9.3 COUNTY will provide CONTRACTOR with preparedness information on various types of hazards for inclusion in the CRIB. In the event of an actual disaster in the County of Los Angeles, COUNTY OEM will provide CONTRACTOR with specific public assistance information materials to be placed on the hotline.
- 5.9.4 As part of the COUNTY's OEM Emergency Survival Program, CONTRACTOR shall mail County-provided disaster related information materials to Los Angeles County residents and others who request copies of such materials at no additional cost to COUNTY.
- 5.9.5 Performance under this section 5.9 is not to exceed the amount designated under subsection 5.1 of the Agreement for actual cost, including overtime if needed to complete the service requested, and invoiced on a monthly basis, consistent with the line items shown in Exhibit B. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the COUNTY will then indicate to the

CONTRACTOR whether or not the increased level of support can be continued based on COUNTY funded support.

#### **5.10 WorkSource California Employer and Job Seeker Line**

- 5.10.1 CONTRACTOR will ensure that employers and jobseekers calling the WorkSource California toll-free number, (888) 226-6300, will automatically connect and be answered by 211 staff, Monday through Friday from 8:00 am to 8:00 pm. A recorded message will be available after hours.
- 5.10.2 Callers would be referred to a WorkSource Center near their location. COUNTY will provide updated information on all WorkSource Centers in the Los Angeles area and a Google based map, to assist with referrals based on callers' address.
- 5.10.3 COUNTY will notify 211 of any marketing/outreach that may result in unusually high volume of calls so adequate staffing of the line can be scheduled.

### **6.0 CONTRACTOR TRAINING REQUIREMENTS**

#### **6.1 Staff Orientation/Training**

- 6.1.1 CONTRACTOR shall provide orientation and training for all paid and volunteer staff. The level of orientation and training for volunteer staff would be provided based on CONTRACTOR discretion.
- 6.1.2 CRAs and Resource Writers must receive orientation and training consistent with achieving certification through the Alliance of Information and Referral Systems (AIRS) and compliance with County Quality requirements in sections 1.4 and 4.4.
- 6.1.3 CRAs and Resource Writers must maintain their AIRS certification throughout the term of this agreement.

### **7.0 CONTRACTOR CALL HANDLING AND FOLLOW-UP PROTOCOLS**

#### **7.1 Provide Information/Explanation to Callers**

Provide explanation to callers by giving detailed information including service eligibility about a particular program/community service and/or obtaining background information about the caller. Information given shall be accurate and pertinent to the caller's request.

#### **7.2 Handle Abuse, Neglect and Crisis Calls**

CONTRACTOR shall follow COUNTY protocols for handling abuse and neglect calls related to elder and dependent adults, children and mental health clients. (Refer to Technical Exhibits: 12.4 for Elder Abuse Hotline Protocols and 12.5 for Child Protection Hotline Protocols). Conduct an assessment with the caller and directly connect the caller to the appropriate crisis intervention services as determined on a case-by-case basis. CRA shall maintain contact with the caller and the intervening County department until the crisis has been managed to the satisfaction of all parties. These transactions can involve lengthy assessments and typically involve some level of follow-up.



CONTRACTOR shall utilize caller ID functionality in order to more quickly and effectively handle crisis and/ or suicide calls that need 9-1-1 response.

### **7.3 Handle Assisted Referrals**

Provide assisted referral services to callers by making a referral to one or more service organizations. Due to the nature of the caller's problem/situation, the CRA is required to mediate between the caller and one or more service organizations. Mediation can involve talking with the service organization to arrange for services, advocating on behalf of the caller with DPSS, CSS/APS, DMH, DCFS, DPH, DHS, CEO/OUAS or CEO/OEM and/or other County departments by reporting or participating in conference calls with the caller and service provider. These transactions may require follow-up (described in Section 7.9 hereunder). CRAs shall directly inquire and provide assisted referrals for calls when appropriate.

### **7.4 Handle Unassisted Referrals**

Provide a referral to one or more services organizations. The caller is given the referral(s) and contacts the service/program on his/her own. Follow-up may be provided.

### **7.6 Handle Call Transfers**

CONTRACTOR, CCA and appropriate COUNTY departments shall meet as needed to develop a comprehensive integrated call transfer system to address the needs of COUNTY and CONTRACTOR in providing their respective services. COUNTY shall determine the feasibility of utilizing appropriate technology to provide for an efficient and accountable call transfer system including the integration of voice and data in the transfer process. Development of this system shall be coordinated with similar efforts for other participating COUNTY departments.

### **7.7 Provide Callers with Linkage to a County or Community Agency**

CONTRACTOR staff offer callers to link callers, when necessary and appropriate, to needed service(s) by directly contacting an agency on behalf of the caller. In the case of calls related to unincorporated area services, CONTRACTOR staff shall offer all callers linkage to needed service(s) by directly contacting the agency on behalf of the caller. The methods for linking callers may include:

7.7.1 Setting up a conference call.

7.7.2 Notifying an organization of forthcoming contact by a caller.

7.7.3 Scheduling an appointment for a caller for the purpose of establishing the caller's eligibility in obtaining a needed service.

7.7.4 Assisting the caller in obtaining a needed service when the caller cannot effectively represent himself/herself.

7.7.5 Transfer caller into external agency's service queue with proper notification to caller.

## **7.8 Provide Follow-up**

CONTRACTOR shall:

- 7.8.1 Provide follow-up (on referrals with callers whose situation indicate follow-up is needed to ensure their service need was met) by attempting to contact the caller and/or community agency within thirty (30) days of making the referral.
- 7.8.2 Provide caller-related follow-up by contacting the caller and/or the community agency to which a referral was made in order to ascertain whether the caller has been linked with the service and whether appropriate service has been provided.
- 7.8.3 If the caller has not linked with the service, CONTRACTOR staff shall reassess the caller's service need(s) in order to determine whether other appropriate action should be undertaken to effect linkage.
- 7.8.4 Provide service-related follow-up on a randomly selected sample, with the sample size determined by section 12.1.3.3, of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB. Follow-up for Unincorporated Areas will be completed as delineated under section 5.7.5.

## **7.9 Complete Documentation of Each Transaction**

CONTRACTOR shall complete documentation for each 2-1-1 transaction as follows:

- 7.9.1 Every 2-1-1 transaction shall be documented in a manner that will allow CONTRACTOR to produce automated reports on 2-1-1 transactions, as requested by COUNTY. At a minimum, and to the extent possible, information collected on each transaction shall include the data items listed in Technical Exhibit 12.3, 2-1-1 Documentation Data Fields.
- 7.9.2 CONTRACTOR shall maintain information in an electronic format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports and available data as needed.
- 7.9.3 Either electronically or manually, CRA shall prepare a data form for each transaction according to CRA standards and procedures established by CONTRACTOR.
- 7.9.4 Either electronically or manually, CRA shall prepare a data form for each follow-up according to CRA standards and procedures established by CONTRACTOR.

## **8.0 CONTRACTOR REPORTING PROTOCOLS**

### **8.1 Transaction Data Collection and Management Reporting Requirements**

- 8.1.1 CONTRACTOR shall provide COUNTY with Management Reports on the volume of 2-1-1 and general I&R calls received on other telephone lines, no later than 30 days after the last day of the subject month.
- 8.1.2 In addition to detailed reports of the overall service, CONTRACTOR shall identify within the Management Report the volume of calls referred, to the following departments, based on their program and services: DPSS, CSS, DMH, DCFS, DPH, DHS and CEO.

8.1.3 CONTRACTOR shall maintain uniform reporting formats and maintain records for 2-1-1 and general I&R services including, but not limited to Elder Abuse Hotline, DMH, DCFS, DPH and DHS service calls, unincorporated area services including code enforcement, CEO DEP, and Countywide Emergency Hotline. A written record of complaints shall be maintained, not only for the purpose of documentation, evaluation and accountability, but also for needs assessment, training, and other planning purposes.

## **8.2 Uniform Reporting Format and Record Maintenance**

CONTRACTOR shall maintain uniform reporting formats and maintain for 36 months, all transaction records for 2-1-1 and general I&R services including, but not limited to Elder Abuse Hotline, DMH, DPH, DHS, unincorporated area services including code enforcement, WorkSource California, CEO DEP, and Countywide Emergency Hotline.

## **8.3 Management Reporting Requirements**

CONTRACTOR shall collect and provide the following information for each contracted Department in the monthly invoice no later than 30 days after the last day of the subject month:

8.3.1 Number of calls

8.3.2 Specify the number of crisis calls and the time taken for follow-up regarding the calls.

8.2.3 Referrals to contract Departments provided to callers

8.3.4 Referrals to non-County agencies and non-contract Departments

8.3.5 Number of referrals received from contract Departments

8.3.6 Type of call (assisted, unassisted, etc. and code vs. unincorporated services when applicable)

8.3.7 Number of calls received from, and calls referred to the following County hotlines:  
DMH ACCESS Center (800) 854-7771 Mental Health Hotline  
DCFS Child Protection Hotline (800) 540-4000

8.3.7 Additional information may be needed for CEO Special Campaigns, e.g. Emergency Food and Shelter.

## **8.4 Ad Hoc Reporting Requirements**

8.4.1 CONTRACTOR shall collect and maintain information in a format that will allow the COUNTY to request ad hoc reports as needed and provided within 5 business days of such request. The following information about each call answered under the contract shall be collected if provided by the caller:

8.4.1.1 Telephone number of caller

8.4.1.2 Zip code of caller

- 8.4.1.3 City of Origin
  - 8.4.1.4 Referral/s provided
  - 8.4.1.5 Language required by caller
  - 8.4.1.6 Date, time and duration of call
  - 8.4.1.7 First time or Repeat caller
  - 8.4.1.8 Source of Referral
  - 8.4.1.9 Calls from service providers
  - 8.4.1.10 Date of request
  - 8.4.1.11 Type of referral provided
  - 8.4.1.12 Agency/Organization referred
  - 8.4.1.13 Name and phone number (if provided for survey or follow-up)
  - 8.4.1.14 Gender of caller
  - 8.4.1.15 Address of caller
- 8.4.2 CONTRACTOR shall collect and maintain information in a format that will allow the COUNTY to request ad hoc reports as needed and provided within 5 business days of such request. The following information shall be collected:
- 8.4.2.1 Call volume by day of the week in hourly increments
  - 8.4.2.2 Daily service levels (average speed of answer) in hourly increments
  - 8.4.2.3 Call duration
  - 8.4.2.4 Call abandonment rate
  - 8.4.2.5 Call volume during after-hours
  - 8.4.2.6 System unavailability (downtime)
  - 8.4.2.7 Percent of calls answered in less than 60 seconds
  - 8.4.2.8 Total calls offered and handled
- 8.4.3 Additional Reporting Requirements

CONTRACTOR shall collect the following data specific to foster care calls (if provided by the caller) and provide a summary report within 5 business days when requested by the COUNTY.

- 8.4.1 Address/location of child (e.g. group home/foster care, relative care/parent's home).
- 8.4.2 Requested service
- 8.4.3 Gender of caller
- 8.4.4 City of residence
- 8.4.5 Age group of caller: 0 to 5; 6 to 15; 16 to 25 years
- 8.4.6 Service Problems (in place of Subjects/Topics of Request from exhibit 12.3)

**9.0 CALL VOLUME REQUIREMENTS**

**9.1 CONTRACTOR shall have the capability of handling 34,414 I & R calls per month for health and human services as follows:**

9.1.1 DPSS:.....	25,500 calls per month
9.1.2 Elder Abuse and Dependent Adult Abuse:.....	3,914 calls per month
9.1.3 DMH:.....	1,250 calls per month
9.1.4 DCFS:.....	1,250 calls per month
9.1.5 DPH:.....	1,250 calls per month
9.1.6 DHS:.....	1,250 calls per month

**9.2 CONTRACTOR shall have the capability of handling 2,500 I & R calls per month for unincorporated area services, including code enforcement.**

**9.3 Deduction for Insufficient Call Volume**

CONTRACTOR shall handle a minimum of 272,500 calls per year (July 1 though June 30 unless otherwise specified). CONTRACTOR shall provide COUNTY written justification within five (5) business days for any projected call volume of less than 272,500 calls per year calculated utilizing monthly report data after 270 days have elapsed from the effective date of this Contract. CONTRACTOR shall include with written justification the method used to calculate the projected call volume. COUNTY shall review the call volume projection and shall have the option to update the call volume projection based on more recent call data. COUNTY shall review justification and if it is determined that the projected call volume of below 272,500 calls per year is unjustified, COUNTY shall deduct \$14.00 per call below the threshold of 272,500 calls per year. A final accounting shall be made at the end of the term of this Contract and any adjustment required to reconcile with the final accounting shall be made from the final monthly payment from COUNTY to CONTRACTOR required under this Contract.

This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Performance Requirements Summary (PRS), and shall not, in any manner, restrict or limit the COUNTY's right to terminate this CONTRACT as agreed to herein.

- 9.4 **CONTRACTOR shall have the capacity to handle up to 200 monthly calls for the WorkSource California Employer and Job Seeker line.** Calls in excess of 200 calls in any given month will be billed at the per call rate of identified in Subsection 5.1 of the Agreement in addition to the minimum monthly fee.

## 10.0 COMMUNITY RESOURCE INFORMATION BANK (CRIB)

- 10.1 **CONTRACTOR shall maintain an effective resource information database.** This system consists of listings of private and public agencies and programs in the County of Los Angeles and whose services are directed toward the solution of problems relative to health and human services and unincorporated area services, including, but not limited to public safety and code enforcement. COUNTY shall retain ownership of the intellectual property (data) contained in the CRIB.

### 10.1.1 CRIB Database Maintenance

10.1.1.1 CONTRACTOR shall be responsible for maintaining the CRIB in accordance with criteria described hereunder.

10.1.1.2 Each agency/program listing will include:

- a. Name of agency and type of service provided.
- b. Application procedures.
- c. Criteria for service eligibility.
- d. Information concerning service availability, including hours, physical location, and notation if there are waiting lists.
- e. Fees or other costs to the client.
- f. Facilitating services which are available, such as translation or transportation.
- g. Geographic area served.
- h. Source(s) of financial support for the agency/program.

### 10.1.2 Program Indexing

CONTRACTOR shall index each program using CONTRACTOR Taxonomy. CONTRACTOR shall provide COUNTY with access to Taxonomy. COUNTY shall utilize Taxonomy in conjunction with COUNTY provision of CRIB information to COUNTY departments.

### 10.1.3 Annual Updates

CONTRACTOR shall perform, at a minimum, an annual update for each listed agency as follows:

- 10.1.3.1 A copy of every agency record in the database shall be sent to the respective agencies for verification and update annually. At least three (3) efforts shall be made, if necessary, to ensure that these records are received by the respective agencies and that CONTRACTOR has verified any changes to these records. These efforts shall include at a minimum:
- a. A mailing or electronic mailing to the agency.
  - b. A follow-up mailing or electronic mailing if the agency does not respond to the first request.
  - c. A follow-up telephone call if the agency does not respond to the mailing or electronic mailing and/or second request.
- 10.1.3.2 The date of the mailing(s) and the dates and results of telephone calls will be documented. If CONTRACTOR is unable to verify the database record with an agency, it may, at its discretion, delete the entry from the database and notify the affected COUNTY department(s), except where the affected COUNTY department is DPSS, no notification is required.
- 10.1.3.3 For those agencies that respond an updated entry will be completed and CONTRACTOR will notify the affected department(s), except where the affected COUNTY department is DPSS, no notification is required.
- 10.1.3.4 CONTRACTOR will review and edit entries to ensure that necessary changes have been made accurately.
- 10.1.3.5 Failure to conduct annual reviews of every agency listed in the resource database will result in a penalty of \$25 to the CONTRACTOR, for each agency that is not updated.

#### 10.1.4 Adding New Agencies

CONTRACTOR shall add new agencies to the database file by:

- 10.1.4.1 Mailing an *Agency Profile* form and an explanatory letter to newly identified agencies and performing follow-up, where appropriate, to ensure return of the completed forms. COUNTY department may submit to CONTRACTOR an *Agency Profile* form and documentation on behalf of an agency to fast-track addition request.
- 10.1.4.2 Checking the return *Agency Profile* form for completeness of information, reviewing any additional materials the agency may have sent, and making a determination as to the agency's eligibility for listing, in accordance with Inclusion Criteria as provided in Section 10.3 hereunder.
- 10.1.4.3 Completing a new CRIB entry.
- 10.1.4.4 Reviewing and editing new entries to ensure that all information has been entered accurately.

10.1.4.5 Sending a copy of the new entry to the agency and the affected department(s) with an explanatory cover letter.

#### 10.1.5 Intermittent Changes

CONTRACTOR may be notified of agency changes needed by entities such as, but not limited to, COUNTY departments, referred members of the public, and the agency itself. CONTRACTOR shall make intermittent changes in CRIB agency/program entries by:

10.1.5.1 Contacting the agency to verify the identified changes.

10.1.5.2 Completing an updated entry.

10.1.5.3 Reviewing and editing changed entries, as needed, to ensure accuracy.

10.1.5.4 Should CONTRACTOR fail to update an intermittent change, a penalty of \$25 per omitted intermittent change shall be imposed.

#### 10.1.6 Tracking System

CONTRACTOR shall maintain a tracking system sufficient to ensure appropriate follow-through on surveys, new entries, and changes and provide to COUNTY within five (5) business days.

#### 10.1.7 On-Line Access

CONTRACTOR shall provide the CRA's On-Line Access to the CRIB via computer terminals and maintain an adequate hard copy back-up system.

#### 10.1.8 Network Access

COUNTY and CONTRACTOR will determine an automated mechanism to transfer weekly updates to CRIB from CONTRACTOR to COUNTY in digital form via the internet within one month of the contract start. CONTRACTOR shall provide the COUNTY with a digital copy of the CRIB at a minimum once per contract year or as requested within three (3) business days.

#### 10.1.9 Hard Copy Products, Tape, and Electronic Versions of CRIB

In addition to On-Line Access described in SOW Sub-section 10.1.7, hard copy products, tape, and electronic versions of the CRIB shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB shall be provided at the termination of the Contract.

### **10.2 Information and Referral Resource File Inclusion Criteria and Referral Procedure**

It is the function of CONTRACTOR to provide information about referrals to a broad range of health and human service and unincorporated area service agencies throughout the County of Los Angeles. It is the intent that CONTRACTOR employees will provide as much information as possible to individuals calling in order that the caller can make an informed decision as to



the best resource(s) available to him or her. While CONTRACTOR employees will seek to give the most accurate and appropriate information and/or referrals possible, CONTRACTOR is not responsible for the quality of service delivered by any agency to which caller is referred. CONTRACTOR employees should always be sure that they do not put themselves in the position of recommending a particular agency.

It shall be CONTRACTOR's practice to maintain the CRIB with a comprehensive listing of resources of agencies and programs whose services are directed toward the solution of problems.

#### 10.2.1 Licensing

Where licensing standards for a given field of service exist, only those agencies which meet these standards may be included in the file. These areas include: child care, residential treatment, board and care homes, group homes, hospitals and nursing homes/convalescent hospitals. First preference for referral will be given to functioning central "clearinghouse" organizations where they exist.

10.2.1.1 It will be the responsibility of CSS, DMH, DCFS, DPH and DHS to inform the CONTRACTOR if a licensed facility is on a federal, State or County "Do Not Refer" list. Updated lists will be provided to the CONTRACTOR on a semi-annual basis.

10.2.1.2 Where licensing standards are not known to exist, CONTRACTOR will use one or more of the following guidelines to establish the validity of the agency's service:

- a. Evidence of an established service site.
- b. Demonstrated provision of service for a period of at least six (6) months.
- c. Evidence of community involvement in or oversight of program (e.g., Board of Directors, advisory committee, etc.).

#### 10.2.2 Agency Validation

CONTRACTOR will use one or more of the following means in the validation process:

10.2.2.1 Site visit, face-to-face, or phone interview.

10.2.2.2 References from clients or affiliated professionals.

10.2.2.3 Consultation with other agencies in the same field of service or geographic proximity.

10.2.2.4 Verification with local law enforcement and/or consumer complaint agencies.

10.2.2.5 Consultation with the appropriate COUNTY department(s) for which services are being provided under this contract.

### 10.2.3 Special Circumstances

When special circumstances exist which are not effectively covered by the preceding guidelines, a responsible review panel shall be appointed by CONTRACTOR, which shall include the respective COUNTY department representatives and may include CONTRACTOR's Board of Directors. The review panel will make a determination about the appropriateness of inclusion of the agency in the CRIB on an individual basis.

### 10.2.4 Agencies Excluded From the CRIB

For a variety of reasons, including the general availability of publicly funded or low cost, not-for-profit programs in certain service categories and the difficulty in identifying a uniform standard of service quality for certain categories of service, CONTRACTOR shall not include in its file:

- 10.2.4.1 Employment agencies that are fee-based.
- 10.2.4.2 Mental Health and Counseling agencies which are not established as public or private non-profit organizations.
- 10.2.4.3 For-profit outpatient substance abuse counseling programs.
- 10.2.4.4 Individual practitioners of any type, including individual private providers or donors.

Contractor shall provide an Inclusion/Exclusion Criteria List to the COUNTY at the start of the contract period. Changes to the Criteria List shall be submitted to the COUNTY for approval. Requests for exceptions to these evaluation criteria may be submitted to the COUNTY for COUNTY review. The COUNTY shall have sole discretion in determining whether to exclude any agency that has requested an exception.

### 10.2.5 Agencies Included in the CRIB

For the following types/categories of service providers it will be CONTRACTOR's practice to list and refer to specialized referral services and professional associations which maintain current listings of individual practitioners:

- 10.2.5.1 Counseling/Psychiatric providers.
- 10.2.5.2 Medical providers.
- 10.2.5.3 Dental providers.
- 10.2.5.4 Legal providers.

Groups of individual practitioners who have incorporated under another name will be treated in the same manner as other individual practitioners (reference SOW Sub-section 10.2.4 above).

#### 10.2.6 Non-Profit and Profit Agencies

CONTRACTOR may list both for-profit and non-profit agencies in all service categories except for those excluded as noted herein, following the validation process described in SOW Sub-section 10.3.2 above. CONTRACTOR employees may refer to for-profit agencies if non-profit agencies are not available in a particular geographic or service area, or if the caller specifically indicates that cost is not a factor. In all cases, callers will be informed when agencies to which they are referred are profit-making.

#### 10.2.7 Non Discrimination in Services

No agency which denies service on the basis of color, race, religion, ancestry or nationality, which proselytizes as a condition of service, or whose service is illegal, will be included in CONTRACTOR's resource file.

### **10.3 CRIB Access and Response to Requests for Information**

10.3.1 CONTRACTOR shall provide COUNTY with license to utilize Taxonomy utilized by CONTRACTOR to assist COUNTY in developing an application to provide access of CRIB data to COUNTY departments for purposes of generating ad-hoc reports, developing directories, and other materials. There should be no license or fee to access the CRIB data which is the intellectual property of the COUNTY. This arrangement shall minimize the need for COUNTY departments to request CONTRACTOR to provide specialized materials. COUNTY departments will be responsible for contacting the CCA prior to making any special request of CONTRACTOR.

However, in no case shall the CONTRACTOR be expected or required to provide specialized services to COUNTY departments if:

10.3.1.1 The CONTRACTOR incurs any significant additional costs in providing such services; and/or

10.3.1.2 Financial resources and staff time required to fulfill the obligations of this Contract must be diverted in order to provide the service.

10.3.2 COUNTY and CONTRACTOR shall determine if additional costs of such service are significant, and whether or not financial resources and staff time must be diverted in order to provide such enhanced access.

## **11.0 ADDITIONAL RESPONSIBILITIES ASSOCIATED WITH ONGOING 2-1-1 OPERATIONS**

### **11.1 Conciliation/Grievance/State Hearings**

CONTRACTOR shall participate in conciliation, grievance, State and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary. Whenever possible, COUNTY shall provide CONTRACTOR with at least three (3) business days notice prior to such meetings.

## 11.2 Pilot Programs

Upon mutual agreement, COUNTY and CONTRACTOR, at no additional cost to COUNTY, may develop alternative means of providing I&R services.

### TECHNICAL EXHIBIT 12.1

#### PERFORMANCE REQUIREMENTS SUMMARY (PRS)

##### 12.1.1 Introduction

The PRS displays the major services that will be monitored on a semi-annual basis during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided. All complaints/problems will be forwarded to the CCAs on a flow basis.

All listings of "required service" or "Standard" used in the PRS are intended to be completely consistent with the main body of this Contract and SOW, and are not meant, in any case, to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and SOW. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of points.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. CCA or its designee will work with the CONTRACTOR to help resolve areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

##### 12.1.2 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary Chart is at the end of this exhibit and:

- 12.1.2.1 Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart);
- 12.1.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart);
- 12.1.2.3 Defines the Standard of performance for each required service (Column 3 of chart);
- 12.1.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart); and

- 12.1.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 5 of chart). These indicators may serve as the baseline for assessing liquidated damages.

### **12.1.3 Contract Discrepancy Report (CDR)**

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR), Technical Exhibit 12.2, as follows:

- 12.1.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR will be issued.
- 12.1.3.2 If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.
- 12.1.3.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action. A program for immediate corrective action of all failures of performance identified in the CDR shall be presented to COUNTY within ten (10) business days.
- 12.1.3.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

### **12.1.4 Criteria for Acceptable or Unacceptable Performance**

Determination of the number of defects that renders a service unsatisfactory:

- 12.1.4.1 The sample is selected at random so that it will be representative of the entire population. The sample is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

*Acceptable Quality Level (AQL)* - The maximum percent or units of defects that can be accepted and still meet the contract Standard for satisfactory performance;

*Lot Size* - The total number of unit or services to be provided;

*Sample Size* - The number of units to be checked in a given time period; and

*Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

12.1.4.2 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table or any other randomizer tool is used to determine the sample.

12.1.4.3 The Unsatisfactory Performance Indicator (UPI) points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent (10%), allows for ten (10) acceptable discrepancies. If twelve (12) discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident are to be assessed, the following formula is used:

- $12 \div 100$  (sample size) = 12%
- $12\% - 10\% = 2\%$  over the AQL
- $12\% \times 1,000$  (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 5$  (UPI Points) = 600

12.1.4.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review.

#### **12.1.5 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of UPI, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

#### **12.1.6 Unsatisfactory Performance Remedies**

When CONTRACTOR performance does not conform to the requirements of the contract, COUNTY shall have the right to apply the following nonperformance remedies:

12.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

12.1.7.2 Assess penalty amounts and/or points for each UPI points per month that exceeds the allowable AQL.

12.1.7.3 Suspend or cancel the Contract for systematic, deliberate misrepresentations or in the event the total UPI points exceed one thousand (1,000) points in any one calendar month.

This does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Contract Section 8.45, Termination for Convenience of COUNTY, herein above.

12.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for COUNTY to have the service(s) performed by

others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

## PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Quality Control (QC) <u>Sections: 1.4, 1.5</u>	Contractor maintains QC Plan, monitors and reviews records.	QC Plan provided to CCA at contract start up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA.	None	50 points per day late, 5 points per item deficient.	Quality Control Plan submitted at start up. Contractor to document all complaints and forward to DPSS on a flow basis.
Call Recording <u>Section 1.4.2</u>	CONTRACTOR shall record all 2-1-1 calls.	CONTRACTOR shall record all calls and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.	None  None	500 points per non-operational system 500 points per non-operational system	Administrative Function Provide statement in compliance with SW Statement 1.4.2.  Copy of 211 Quality Assurance Menu Script will be provided during the 1st semi-annual review only unless changes are made.
Required Notices <u>Section: 4.5</u>	Required Notices Posted at Contractor's Facilities	<i>Equal Employment Opportunity</i> and the State-approved Non Discrimination in Services poster, <i>Equal Under the Law</i> , posted in Contractor's facilities, where they are easily accessible to Contractor's employees.	None	15 points per un-posted notice	Administrative Function Provide statement in compliance with SW Statement 4.5.
Information & Referral Services <u>Sections: 5.1, 5.1.5</u>	The 2-1-1 I&R program provides immediate response and accurate information pertinent to the request, special attention to crisis calls with as-needed follow-up to all calls, is accessible to all persons (including the deaf and non-English-speakers) in all areas of the County (land line phones) through 2-1-1 and is operational 24 hours per day, 365	At least fifty per cent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers twenty-four hours, seven days a week.  CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to appropriate CRA language skill sets or as a means of initiating a link or conference call to a language interpretation service. CONTRACTOR shall maintain a Telecommunications Device for the	None  None	10 points for each point fewer than 50 percent.  500 points per non-operational system, 30 points per validated complaint.	Administrative Function (Exhibit B, Bilingual CRA I&R)  Administrative Function Provide statement in compliance with SW Section 5.1.5, p. 13.



REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
<p>days per year.</p> <p><u>Section: 5.1.2</u></p> <p><u>Section: 5.1.3</u></p>		<p>Deaf (TDD) machine in order to ensure the hearing impaired have access to I&amp;R.</p> <p>Accessibility is measured by statistics indicating 2-1-1 I&amp;R Services are effectively delivered to County residents.</p> <p>Eighty percent of calls shall be answered within one minute (excluding the period within 72 hours of a 2-1-1 DPH PSA), if call volume is within overall contracted levels.</p> <p>Crisis calls received are to be given special handling. Contractor staff shall provide follow-up, as needed, within five (5) business days to verify the crisis was satisfactorily addressed by the referred resource.</p>	<p>None</p> <p>None</p> <p>None</p>	<p>\$14.00 per each I&amp;R phone call below 250,000 annual 2-1-1 or general I&amp;R phone calls.</p> <p>50 points for each percentage point fewer than 80 percent.</p> <p>100 points per validated complaint.</p>	<p>Service Levels Report (monthly)</p> <p>Service Levels Report (Monthly)</p> <p>Crisis call log with accompanying documentation</p>
<p><u>Elder Abuse Reporting</u></p> <p><u>Section: 5.2</u></p>	<p>24-Hour Toll Free Hotline with 2 Lines for the Public and 1 Line for Adult Protective Services (APS) Staff Maintained</p>	<p>24-hour Hotline maintained with immediate priority response given to callers. Suspected cases of elder abuse and dependent adult abuse are referred to Adult Protective Services according to established protocols. Calls from persons mandated to report suspected cases of elder abuse and dependent adult abuse are referred to APS pursuant to W&amp;I Code Section 15630.</p> <p>A transaction will be completed for all calls received on the Hotline and all reports will be submitted electronically via the Harmony for APS System (HAPS).</p>	<p>None</p> <p>5%</p>	<p>100 points per validated complaint</p> <p>50 points per late/no Transaction Sheet</p>	<p>Monthly management report at the front of the semi-annual report binder contains referral information.</p> <p>A 1% random sample of semi-annual transactions available for review upon request by the CCA.</p>
<p><u>Cultural Awareness and Child Abuse Reporting Responsibilities</u></p> <p><u>Section: 4.4.2, 5.4, 12.5</u></p>	<p>Cultural Awareness and Sensitivity Training Provided, and Child Abuse Reporting Responsibilities</p>	<p>Cultural awareness and sensitivity training provided to all Contractor staff; training on child abuse reporting responsibility to all Contractor staff.</p>	<p>None</p>	<p>15 points per Contractor staff not provided training/shown video tape upon site visit.</p>	<p>Number/percent of employees completed training reported in the semi-annual training report.</p>

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Code Enforcement and CEO DEP Hotline <u>Section: 5.7</u>	A 24-hour toll-free COUNTY Code enforcement information and referral line for unincorporated area residents. Operational from 7:00 a.m. to 7:00 p.m. with an after-hours IVR Menu System.	Provides as needed multilingual response. Provides accurate information pertinent to the request for services. An IVR Menu System will be operational as needed.	None	500 points per non-operational system, 30 points for each validated complaint.	Administrative Function Provide statement in compliance with SW Statement 5.7.1, 5.7.2, p. 17. The IVR menu schematic to be provided in first Semi-annual report of the contract and will not be provided again unless changes to the IVR menu occurs.
<u>Section: 5.8</u>	Toll-Free number to provide COUNTY CEO with a call-in center for CEO staff following a local or regional disaster or building closure.	Eighty percent of calls to be answered within one minute, if call volume is within overall contracted levels.  Follow-up with a minimum of 10% of calls in order to assess the quality of services provided by referral departments. Contractor will provide a monthly report of survey calls indicating the number of caller contacted, the number of caller satisfied with the quality of services provided by both the Contractor and the County.  CEO DEP feature shall be made available within three (3) hours of notification and confirmation.	None	50 points for each percentage point fewer than 80 percent.  100 points for failure to monitor, and/or provide required statistical reports.	Reference service level reports at section 5.1.2  Service Level (monthly) and Calls Handled (monthly)
<u>Section: 5.9</u>	Countywide Emergency Hotline will reserve 800-980-4990, menu driven	Hotline number will be reserved and information updated	None	500 points for each inoperable system. 100 points per hour late.  500 points per non-operational system, 30	Administrative Function Provide statement in compliance with SW Statement 5.8. . IVR schematic to be provided in 1 <sup>st</sup> quarter report only unless changes are made.  Administrative Function

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
<p>Staff Orientation/ Training, Ongoing Training</p> <p><u>Section: 6.0</u></p>	<p>public information hotline that will provide the public with essential information on how to prepare in advance for disasters and the agencies to contact for assistance when a disaster occurs.</p> <p>New CRAs Training Curriculum Provided to CCA</p>	<p>CRAs and Resource Writers must receive orientation and training consistent with achieving certification through the Alliance of Information and Referral Systems (AIRS) and compliance with sections 1.4 and 4.4.</p> <p>CRAs and Resource Writers must maintain their AIRS certification throughout the term of this agreement.</p>	None	points for each validated complaint.	Provide statement in compliance with SW Statement 5.9
<p><u>Section: 1.4.6</u></p>	Ongoing training follow up	Contractor shall monitor a minimum of 2 calls per CRA per week to assess the quality of CRA training levels.	None	300 points per each untrained CRA upon site visit.	Number/percent of all new CRAs who have completed training. Please provide information by type of training and when training occurred.
<p><u>Section: 1.5.3</u></p>	Ongoing training follow up monitoring report.	Contractor shall provide a training monitoring report to the CCA or designee semi-annually.	None		Semi-annual training monitoring report
<p>Provide Follow-up</p> <p><u>Section: 7.8</u></p>	Provide service-related follow-up calls each month.	Provide service-related follow-up on a randomly selected sample, with a sample size as determined by section 12.1.3.3, of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB.	None	100 points for failure to monitor, and/or provide required statistical reports.	Semi-annual Follow-Up Report
<p>Data Form Preparation</p> <p><u>Section: 7.9</u></p>	Data Form (Transaction Sheet) Prepared for Each Transaction	Prepare a Transaction Sheet for each information and referral transaction according to standards and procedures set by CONTRACTOR.	None	50 points per omitted Transaction Sheet.	A random sample of 20 transaction sheets (monthly) available at the request of the CCA.
<p>Statistical Reporting</p> <p><u>Section: 8.2</u></p>	Statistical Reporting and Accounting Responsibilities Maintained	Uniform reporting formats and records maintained 36 months for 2-1-1 and general I&R services including, but not limited to Elder Abuse Hotline, DMH, DCFS, DPS and DHS service calls.	None	30 points error/omission	Administrative Function; Provide statement in compliance with SW Statement 8.2 in 1 <sup>st</sup>

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
<p>Reports Provided to COUNTY on the Monthly Call Metrics</p> <p>Section: <u>8.0</u></p>	<p>CONTRACTOR provides the County with a monthly report on the volume of 2-1-1 and general I&amp;R calls received on other telephone lines.</p>	<p>unincorporated area services including code enforcement, CEO DEP, WorkSource California, and Countywide Emergency Hotline.</p>	<p>None</p>	<p>50 points per late report.</p>	<p>quarter report only unless reporting formats are changed.</p>
<p>Section: <u>10.0</u></p>	<p>CONTRACTOR identifies within the monthly report the volume of calls referred, unassisted and assisted, to the following departments and or the programs sponsored by these departments or facilities operated by these departments:</p> <ul style="list-style-type: none"> <li>a. Department of Public Social Services</li> <li>b. Department of Health Services</li> <li>c. Department of Public Health</li> <li>d. Department of Mental Health</li> <li>e. Department of Children and Family Services</li> <li>f. Community and Senior Services</li> <li>g. Chief Executive Office</li> </ul>	<p>CONTRACTOR provides the County with a monthly report on the volume of 2-1-1 and general I&amp;R calls received on other telephone lines no later than 30 days after the last day of the subject month. CONTRACTOR includes in the report the volume call trend for all prior months including monthly percent changes to the call volume.</p>	<p>None</p>	<p>50 points per omitted Department</p>	<p>County of Los Angeles 2-1-1 and Specialized Services Invoice (monthly)</p> <p>Monthly Management Report at the front of the Report binder.</p>
<p>Community Resource Information Bank (CRIB)</p> <p>Section: <u>10.0</u></p>	<p>Effective Resource Information System Maintained</p>	<p>CONTRACTOR maintains a resource information system whose database entries are correctly indexed and updated annually and as identified changes occur. Database consists of listings of private and public agencies and programs which provide charitable and social services in the County and whose services are directed toward the solution of human services problems.</p>	<p>2%</p>	<p>300 points per non-operational system; \$25 per each agency not updated annually upon inspection; \$25 per intermittent change not updated in the CRIB upon inspection.</p>	<p>Record of updated resource information as reflected in the Monthly Management Report – Resource Department section.)</p> <p>Provide document explaining process for updating and maintaining CRIB (CRIB Tracking</p>

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Tracking System Section: 10.1.6	Operational Tracking System Maintained	A Tracking System maintained which is sufficient to ensure appropriate follow-through on surveys, new entries and changes.	None	20 points incidence of non-operational tracking system upon inspection	System in SW, Section 5.1.4, p. 13 and 10.1.1 p. 27.)
Hard Copy Products and Tape Versions of CRIB File Section: 10.1.9	Hard Copy Products and Tape Versions Available Upon Request	Hard copy products, tape, and electronic versions of the CRIB file shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB file shall be provided at the termination of the Agreement.	None	250 points per incidence of non-compliance.	Provide electronic version of CRIB. SW 3.4, p. 8; 10.1.9 p. 29; and
Non-Profit and Profit Agencies Section: 10.2	For-Profit and Non-Profit Agencies Listed	Both for-profit and non-profit agencies in all service categories except for those excluded in Section 10.2 may be listed; CRAs may refer to for-profit agencies if no non-profit agencies are available in a particular geographic or service area, or if caller specifically indicates that cost is not a factor; callers will always be informed when agencies to which they are referred are profit-making.	5%	20 points per validated complaint	Number/percent of for-profit and non-profit agencies referred by service category as reflected in the Monthly Management Report – Resource Department section. (monthly)
CRIB Access and Response to Requests for Information Section: 3.4, 10.0, 10.1.2, 10.1.8, 10.3		CONTRACTOR to provide COUNTY with access to CRIB.  COUNTY shall utilize Taxonomy for use with providing CRIB access to COUNTY departments.	None	250 points for failure to provide COUNTY access to CRIB. 250 points for failure to provide the COUNTY access to Taxonomy upon request	Provide electronic version of CRIB.  Provide Taxonomy to CIO for access by COUNTY depts.
Conciliation/Grievance/ State Hearings Section: 11.1	Participation in Hearings	Participate in conciliation, grievance, State and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary.	None	20 points per failure to participate	N/A

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)

**TECHNICAL EXHIBIT 12.2**  
**CONTRACT DISCREPANCY REPORT**

TECHNICAL EXHIBIT 12.2  
CONTRACT DISCREPANCY REPORT

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:**

Prepared:  
Returned by Contractor:  
Action Completed:

**DISCREPANCY PROBLEMS:**

Signature of CCA \_\_\_\_\_ Date \_\_\_\_\_  
**CONTRACTOR RESPONSE (Cause and Corrective Action):**

Signature of CCA \_\_\_\_\_ Date \_\_\_\_\_  
**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

Signature of CCA \_\_\_\_\_ Date \_\_\_\_\_  
**COUNTY ACTIONS:**

**CONTRACTOR NOTIFIED OF ACTION:**

CCA's Signature and Date

Contract Representative's Signature and Date



## **TECHNICAL EXHIBIT 12.3**

### **2-1-1 I&R DOCUMENTATION DATA FIELDS**

## **TECHNICAL EXHIBIT 12.3 211 I&R DOCUMENTATION DATA FIELDS**

### **Data Elements to be Collected**

Preferred Language

I&R by program: DPSS, CSS, DMH, DCFS, DPH, DHS and Unincorporated Area Services by program, including code enforcement

Additional Elements may be gathered for these calls

City of Origin

Zip Code

First time 2-1-1 Caller or Repeat Caller

Source of Referral to 2-1-1

Calls from Service Providers

Subject(s)/Topic(s) of Request

Date of Request

Type of Referral Provided

Agency/Organization Referred

Name and Phone Number (for survey or follow-up)

Medi-Cal or indigent

Male or female

Child, Adult or Older Adult Age Categories

Specialty Language or Request for Interpreter

**TECHNICAL EXHIBIT 12.4**  
**ELDER ABUSE HOTLINE PROTOCOLS**

## ELDER ABUSE HOTLINE PROTOCOLS

Los Angeles County, Department of Public Social Services (DPSS) contracts with 211 LA County to provide a 24-hour toll-free hotline to facilitate the reporting of suspected elder and dependent adult abuse and self-neglect. All such reports received by 211 LA County are to be referred to Adult Protective Services (APS) for investigation and intervention. The APS program functions under Los Angeles County Community and Senior Services (CSS).

### A. OVERVIEW

Elder abuse is a crime. California Welfare and Institutions Code defines each type of elder abuse: physical abuse, sexual abuse, neglect, including self-neglect, isolation, abandonment, abduction, and financial abuse; and, identifies APS as the program that receives reports, assesses/investigates, and develops a service plan to remedy the abuse/neglect.

A victim of elder abuse may be either an elder (65 years or older) or a dependent adult (18 – 64 years who have physical or mental limitations that restrict their ability to protect their own rights or carry out normal activities).

Callers to 211 LA County with elder/dependent adult abuse situations must be given first priority.

Components of APS are:

- 24-hour, seven day a week social worker response program, that responds to Emergent calls during regular work hours, as well as after hours (5:00 pm to 8:00 am Monday through Friday; and, all day Saturday, Sunday, and Holidays).
- Investigation of suspected elder (65 or older) and dependent adult (18 – 64) abuse.
- Provision of intervention activities to protect elders and dependent adults who are at risk of abuse and/or neglect, including self-neglect.
- Service plan is in accordance with the client's acceptance, unless there is a violation of the penal code. (If the client appears to lack cognitive capacity, a referral to the Office of the Public Guardian may be made.)
- Goals include maintaining the elder or dependent adult safely in his/her home whenever possible.
- APS serves more than 30,000 elders and dependent adults in Los Angeles County annually.

Most callers use the Elder Abuse Hotline: 4-R Seniors Hotline (877) 477-3646 or (800) 992-1660; on those lines, the call is automatically designated on the telephone display as "Elder Abuse" or "4-R Seniors".

When a report of elder or dependent adult abuse and/or neglect is received on a standard 211 LA County line, the receiving agent must take the report from the caller and never transfer or re-direct him/her to the Elder Abuse Hotline.

When the caller is out-of-state and calls "collect," the call must be accepted.

Some callers are mandated by the State of California to make reports of suspected elder abuse. (Refer to C. 8. Mandated Reporters)

"REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE" (SOC 341). This is the California State form used to record reports of suspected dependent adult/elder abuse and should include at least one of the following vulnerable conditions: developmentally disabled,

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elderly, mentally ill/disabled, and physically disabled. If the vulnerable condition is other than those listed or not known, it is marked as “unknown/other” on the report.

## **B. LEGAL MANDATES/APS ELIGIBILITY**

- APS is mandated by the State of California Welfare and Institutions Code to provide a face-to-face response to each report of suspected abuse, neglect, or self-neglect involving elders and dependent adults.
- When the caller’s report is emergent - that is, a life-threatening situation or a situation involving imminent danger, the caller is instructed to dial 911 for an emergency services response.
- When the caller’s report is an immediate response, as determined by the Field Social Supervisor, the APS social worker must respond within the same day.
- When the caller’s report is non-emergent, the APS response will be within 10 calendar days, as determined by the Field Social Services Supervisor.
- California State Regulations (Division 33, Chapter 33-115) defines eligibility for the APS program as follows: Any elder or dependent adult, regardless of income, is eligible for adult protective services if s/he:
  - a. Resides in *other than* a long-term care facility, state hospital, or state developmental center (The Long-Term Care Ombudsman responds to suspected abuse/neglect in long-term care facilities); and,
  - b. Is alleged to have been abused and/or neglected.

Note: Being an elder or dependent adult in and of itself does not result in a presumption of need for adult protective services.

- *Elder* means any person residing in this state, 65 years of age or older
- *Dependent adult* means any person residing in this state, between the ages of 18 and 64 years, who has physical or mental limitations that restrict his/her ability to carry out normal activities or to protect his/her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- Per California State Welfare and Institutions Code Section 15610.07:
- “Abuse of an elder or a dependent adult means the following:
  - (a) Physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment with resulting physical harm or pain or mental suffering.
  - (b) The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering.”

## **C. GUIDELINES FOR 211 COMMUNITY RESOURCE ADVISORS (CRA’s) - includes Emergent and Non-Emergent Calls Received During Daytime Operating Hours (Monday through Friday 8:00 am to 5:00 pm)**

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## 1. Eligibility for APS

To be eligible for APS, the victim must be an elder or dependent adult, as defined above. All calls meeting APS program eligibility are to be recorded in the “211 LinQ” system and submitted to CSS/APS electronically. CRAs designate in the “Assessment Notes” all known vulnerable conditions.

## 2. Determining Emergent/Life–Threatening Situations/Elder Abuse Calls

As always, the first priority is the safety of our constituents. Callers in imminent danger or calling about persons who may be in imminent danger must be connected or referred to 911 in order to receive **Fire, Paramedic, Police or Sheriff Services**.

It is 211 LA County’s responsibility to ascertain whether a caller is capable of dialing 911, and if so, request him/her to do so. This action will result in a more rapid response from emergency services. However, Elder Abuse Hotline callers may be unable to call 911. Therefore, additional assessment is required to determine if the caller is capable of calling 911. The CRA must assess the caller’s capability using the philosophy that it is better to err on the side of safety for the suspected victim. If the caller may not be capable, the CRA must call 911. If the CRA’s determination is that the caller is capable of calling 911, the CRA must obtain the caller’s name and phone number and call back within 10 minutes to confirm that 911 was called.

The determination of “Emergent” or “Non-Emergent” is critical and can mean the difference between life and death. Therefore, if the CRA is uncertain of the determination, he/she must consult with a supervisor and/or APS.

### Examples of Emergent Situations

Emergent situations include, but are not limited to those in which the caller is, or is calling about, a person reported to be:

1. Unconscious, immobilized, or in severe pain and in need of immediate medical attention or hospitalization;
  2. Threatening suicide, with a plan and means to do so;
  3. Severely mentally or emotionally disturbed and an immediate, serious danger to self or others (e.g., living on the streets while seriously ill, brandishing a weapon, or threatening to physically harm another person);
  4. Severely malnourished or dehydrated;
  5. Exposed to a life-threatening health or safety hazard such as lack of running water, lack of heat during cold weather, lack of telephone service while seriously medically compromised, or the presence of severe vermin infestation, etc.;
  6. Physically or sexually assaulted or threatened with such abuse;
  7. Tied, chained, locked up or otherwise physically restrained or confined;
  8. Abandoned by caregiver and bed-bound or otherwise unable to provide for his/her basic needs;
  9. In need of immediate in-home protection or emergency shelter due to loss of caregiver or notice of immediate eviction; and
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10. In hospital or emergency room of the hospital, due to severe physical or mental suffering from abuse/neglect by self or other.

### 3. **Determining Non-Emergent/Elder Abuse Calls**

Referrals from callers who describe elder abuse situations that do not appear to be life-threatening, are considered “Non-Emergent.”

If the caller asks the CRA when the social worker will respond, inform him/her that per California Law, APS has 10 calendar days to respond to the situation and that the APS social worker’s supervisor will make the determination of date for the response.

#### Examples of Non-Emergent Situations

Non-emergent situations include, but are not limited to, those in which the caller is, or is calling about, a person who is reported to be:

1. Threatened with imminent eviction due to inability to manage finances;
2. Threatened with imminent and serious financial loss due to exploitation by another or inability to handle finances;
3. Deprived of adequate food or clothing;
4. Unable to obtain or utilize needed but non-urgent medical or psychiatric care;
5. Living in conditions which present a serious chronic or health or safety hazard;
6. Subjected to threats, harassment, or other forms of psychological abuse; and/or,
7. Neglected by others or neglecting self.

### 4. **Handling Emergent Calls - Procedure**

The CRA does the following:

- a. Consults as needed with his/her supervisor or APS.
- b. Connects to 911 for Fire, Paramedic, Law Enforcement services, as appropriate for the individual situation.

Note: If the CRA determines that the caller appears to be cognitively capable of calling 911 and *refers* rather than *connects* the caller to 911, the CRA must obtain the caller’s name and number and within 10 minutes, confirm that the caller achieved 911 assistance.

- c. Records the call immediately in the 211 LinQ system, including as many details as possible to help the APS social worker with the investigation.
  - d. Identifies the call as “APS/Emergent” under the “Service Provision, Type.”
  - e. If the caller is a mandated reporter, refer to Section 8 of these protocols (page 7).
  - f. Submits to CSS/APS electronically.
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## 5. Handling Non-Emergent Calls - Procedure

The CRA does the following:

- a. Consults as needed with his/her supervisor or APS.
- b. Records the call in the 211 LinQ system, including as many details as possible to help the APS social worker with the investigation.
- c. Identifies the call as "APS/Non-emergent" under the "Service Provision, Type."
- d. Submits to CSS/APS electronically.

## 6. Emergent Calls Received During APS After Hours

Daytime emergent reports for the weekends and holidays (5:00 a.m. to 4:00 p.m.) will need to be called in as well as submitted electronically. Emergent reports for weekends and holidays between 4:00 p.m. and 5:00 a.m. only need to be submitted electronically (these reports do not need to be called in).

Emergent reports will not need to be called in for after hours (A/H) reports unless Harmony for APS system (HAPS) is down, which occurs periodically. In these instances, the A/H SSS will inform 211 LA County to call in as well as submit reports electronically.

Note: In the event the HAPS is down, CRA's should call (213) 351-5066 during business hours; and (213) 280-1906 after-hours, in addition to submitting the report to CSS electronically.

A schedule of designated A/H Social Worker (SW) and Social Services Supervisor (SSS) staff will be provided to 211 LA County. If the CSS SW does not answer, call the SW's cellular telephone number. If there is no response within fifteen minutes, document the lack of response on the report and call the back-up SW. In instances where it is not safe for the reporter to wait for a call back, the 211 LA County CRA should keep the reporter on the line while attempting to contact CSS. If neither of the duty workers is available, document the lack of response on the report and contact the SSS.

If the SSS is not available, contact the A/H coordinator.

Please note that the phone numbers provided for SWs, SSSs, and administrative staff are home telephone numbers that are confidential for 211 LA County CRA's use only. If an APS SW requests the phone number for any other APS staff, the 211 LA County CRA must obtain permission from the APS staff person before releasing the phone number. Callers or reporters must not be provided with the confidential telephone numbers of SWs, SSSs, and administrative staff.

## 7. Consultation with APS Social Workers

APS staff are available to provide telephone intervention, as needed, and in situations such as the following:

1. When advocacy is required. If a 211 LA County CRA believes that emergency services such as police, paramedics, etc. are required, but the appropriate
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authorities have not responded, the advisor may request the APS SW to intervene. The APS SW will determine if emergency service intervention is necessary and will assist with advocacy.

2. **When consultation is needed.** An APS SW is available to consult with 211 LA County CRAs in instances in which s/he feels there is nothing further to be done for a caller, but needs to verify with APS. An APS SW is also available to communicate with a caller who is confused, irate, or incoherent.
3. When an inquirer needs immediate help mobilizing his/her own resources. For example, an inquirer may have relatives or friends who need to be contacted on his/her behalf.
 

To assist potential perpetrators. When a potential perpetrator who has abused, or believes s/he may abuse, an elderly or dependent adult, an APS SW is available to talk to the caller. In these instances, the 211 LA County CRA should discuss the call with an APS SW and then transfer the call, if appropriate. Calls should not be transferred to an APS SW without agreement.
4. When a mandated reporter wishes to consult with APS.
5. When a caller is insistent. If a caller insists that CSS accept a report that does not meet the elder abuse hotline protocol, link the caller with the APS SW.

All callers must be accommodated and not challenged about their opinion.

## 8. **Mandated Reporters**

Mandated reporters include persons who have assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not they are compensated for their services. Also included are administrators, supervisors, and licensed staff of a public or private facility that provides care or services for elders or dependent adults, and elder or dependent adult care custodians, health practitioners, clergy members, and employees of county adult protective services agencies and local law enforcement agencies.

Mandated reporters include, but are not limited, to the following:

- a. Care Custodians
  - b. Health Practitioners
  - c. County Welfare Departments
  - d. Employees of Law Enforcement Agencies
  - e. Employees of Fire Departments
  - f. Employees of humane societies and animal control agencies
  - g. Employees of environmental health and building code enforcement
  - h. Clergy members
  - i. Employees of financial institutions
  - j. Any other protective, public, sectarian, mental health, private assistance, or advocacy agency, or person providing health services or social services to elders or dependent adults
  - k. Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult.
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If the caller is a mandated reporter, the CRA advises him/her that he/she can either make a verbal report by telephone or submit a written report through a confidential internet reporting tool. If the mandated reporter chooses to make a verbal report, the CRA must accommodate the reporter's request and designate "mandated reporter" in the "Assessment Notes." The CRA must also remind the reporter of his/her mandated responsibility to do any of the following:

- a. FAX the SOC 341 to the Aging and Adult Services (AAS), Information & Referral Call Center at (213) 738-6485,
- b. Mail the SOC 341 to the Aging and Adult Services (AAS), Information & Referral Call Center, 3333 Wilshire Blvd., 4<sup>th</sup> Floor, Los Angeles, CA 90010, or
- c. Submit a written report through the CSS Web Portal at <https://apslive.lacss.harmonyis.net/LACSSLiveIntake/>.

If the mandated reporter chooses to submit a written report through a confidential internet reporting tool, rather than make a verbal report by telephone, the CRA refers him/her to the CSS Web Portal at <https://apslive.lacss.harmonyis.net/LACSSLiveIntake/>.

#### **D. Linkages to Ombudsman Programs**

Callers who want to report abuse of a dependent adult or elderly person who resides in a licensed long-term care facility should be referred to the LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM. This is the agency that is mandated by the State to respond to reports of suspected abuse/neglect that occur in a licensed LTC facility.

Whenever possible, it is best to link the caller directly with the LTC Ombudsman agency. If this is not possible, 211 LA County CRAs must conduct a thorough assessment in order to adequately describe the situation to an Ombudsman representative. Obtain the name, address, city, and the phone number of the facility being reported. Information pertaining to the alleged victim and perpetrator, including their names, must be documented in the APS assessment notes.

Ombudsman agencies are listed in 211 LinQ under LTC Ombudsman. While there are a number of local offices that provide various services, all calls should be referred only to LTC Ombudsman, Administration. LTC Administration is charged with taking the report and ensuring that action is initiated. Only calls that relate to situations outside Los Angeles County should be made to the Crisis Line, which is located in Sacramento.

Los Angeles County LTC Ombudsman, Administration: (800) 334-9473

Crisis Line: (800) 231-4024 (areas outside of LA County)

#### **E. CALLS RECEIVED IN SPANISH/OTHER LANGUAGES**

When a 211 LA County CRA receives a call in a language in which s/he is not proficient, s/he must request assistance from a co-worker who can handle the call. If no one is present with that language capability, consult with a supervisor. As a last resort, use the Language Line. When Spanish speaking callers do not select the Spanish option and the CRA who answers the call is not bilingual the CRA should place the caller into the Elder Abuse Spanish priority queue or use the Language Line based on whichever is more expedient.

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**F. HANDLING FOLLOW-UP CALLS ON PREVIOUS APS REPORTS**

For follow-up information on previous reports, callers may contact the Aging and Adult Services Information & Referral Call Center supervisors or their designated back-ups. If the case has already been assigned to a field office, Call Center staff will provide the caller with the name and telephone number of the applicable APS Field SSS and assigned SW.

In cases where the caller's situation has changed or there is a new reporting party, a new report must be generated and processed. If possible, indicate on the new report the date of the original report and transaction number for reference.

**G. REQUEST FOR SPEAKERS OR LITERATURE**

Callers requesting elder abuse literature or a packet of APS reporting forms should be referred to the California Department of Justice at (916) 371-1974. To obtain any single form, contact Los Angeles County Area Agency on Aging at (800) 510-2020. Callers requesting speakers or trainers on elder abuse issues contact David Kochen, Human Services Administrator II, APS Program & Planning Division, at (213) 351-5055 or [dkochen@css.lacounty.gov](mailto:dkochen@css.lacounty.gov).

**H. REQUEST FOR INFORMATION & REFERRAL**

The Elder Abuse Hotline will receive calls that pertain to elders or dependent adults, but do not involve abuse or neglect.

CRA's should handle these calls according to their usual process.

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**TECHNICAL EXHIBIT 12.5  
CHILD PROTECTION HOTLINE PROTOCOLS**



## CHILD PROTECTION HOTLINE & COUNTY 211: INFORMATION & REFERRAL CALLS

All Los Angeles County reports of alleged child abuse, neglect, and/or exploitation are generated by calling the DCFS Child Protection Hotline at (800) 540-4000. In addition to these reports, the Child Protection Hotline receives calls from the general public seeking various types of information not related to reporting child abuse, neglect, or exploitation. These requests normally include requests for information regarding and/or referral to various community resources including child care, legal guardianship assistance, parenting classes, counseling, and/or foster care licensing. In addition, the Child Protection Hotline receives calls from mandated reporters requesting Suspect Child Abuse Report forms.

### PROCEDURES

The Child Protection Hotline is in operation twenty-four (24) hours per day, seven (7) days per week and is reached by dialing (800) 540-4000. Callers to the Child Protection Hotline are greeted by the Child Protection Hotline's Interactive Voice Recognition (IVR) system. This system provides callers with a menu of automated options, prompting callers to press "1" if they are seeking information and referral services. By pressing "1" on their telephone keypad twice, callers are seamlessly transferred to County 211 by the IVR system.

Upon transfer from the Child Protection Hotline IVR system to County 211, trained 211 operators are to answer and screen each call per the following protocols:

#### **A. When: Information presented by a caller does not involve issues of child abuse, neglect, or exploitation\***

Who	Action
211 Operator	Provide callers with requested information and/or referrals

#### **B. When: Information presented by a caller does involve issues of child abuse, neglect, or exploitation\***

Who	Action
211 Operator	Establish a three-way call between the 211 Operator, the caller, and the Child Protection Hotline by calling (800) 540-4000.
211 Operator	Remain on the line in order to verify that linkage has been made between the caller and a Child Protection Hotline Intake Evaluator.
211 Operator	Assist in explaining the situation to the Intake Evaluator if necessary.

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## CHILD PROTECTION HOTLINE & COUNTY 211: INFORMATION & REFERRAL CALLS (continued)

**C. When: Information presented by a caller involves issues of child abuse, neglect, or exploitation but the caller refuses to participate in filing a child abuse report\***

Who	Action
211 Operator	Contact the Child Protection Hotline by calling (800) 540-4000 and file a suspected child abuse report.

**D. When: Caller requests Suspected Child Abuse Report forms**

Who	Action
211 Operator	(213 ) 639- 4500

*\*The Child Protection Hotline has provided mandated reporter training to County 211 operators.*

### REQUIRED MANAGEMENT REPORTS

211 shall provide DCFS with a monthly management report addressing utilization patterns with its monthly invoice. This report shall include, but may not be limited to:

- Number of calls that were transferred from the Child Protection Hotline to 211
  - Referrals provided
  - Referrals made to Hotline.
-

## Procedural Guide

0050-502.10

**CHILD PROTECTION HOTLINE (CPH):  
BASIC RESPONSIBILITIES**Date Issued: **04/27/10 05/10/10**

- New Policy Release
- Revision of Existing Procedural Guide 0050-502.10, Child Protection Hotline (CPH) Basic Responsibilities, dated 03/14/07

**Revision Made:**

This Procedural Guide has been revised to direct CPH staff to use the DCFS Screener Narrative template. In addition, instructions were added regarding the creation of Safety Alerts.

The Procedural Guide was revised to accurately reflect how CPH staff document safety alerts.

Cancels: **FYI 09-60**, Child Protection Hotline (CPH) Screener Narrative Template

**DEPARTMENTAL VALUES**

**This policy supports the Department's efforts to provide safety for children.**

**WHAT CASES ARE AFFECTED**

This Procedural Guide is applicable to all new and existing referrals.

**OPERATIONAL IMPACT**

All requests for child protective services on new or existing cases are directed to the Child Protection Hotline (CPH) for initial assessment. These referrals involve allegations of suspected child abuse, neglect and/or exploitation and may be received telephonically, in writing or in-person. The CPH also provides brief consultation to the public on child abuse issues and referrals, and, when appropriate, to resources other than DCFS. In addition, the CPH is responsible for directing requests for inter-county transfers (ICTs) and Interstate Compact for the Placement of Children (ICPC) services to the Out-of-County Services Unit. The CPH also receives requests for after hours emergency medical consent for children and follows the procedures defined in Procedural Guide 0050-503.75, CPH: Requests for Emergency Medical Consent.

Although the CPH receives the majority of its referrals from agencies and persons outside of DCFS, any employee of DCFS who, within the scope of his/her employment, observes or receives a report of abuse, neglect, caregiver absence/incapacity or exploitation from a source other than the CPH, shall contact the CPH to make a referral.

The CPH operates twenty-four (24) hours a day, seven (7) days a week and can be reached at the following telephone numbers: (800) 540-4000 within California, (213) 639-4500 outside of California, (800) 272-6699 TDD.

**Procedures**

**A. WHEN: THE CPH CSW RECEIVES A TELEPHONE CALL**

**CPH CSW responsibilities**

1. Identify yourself to the caller by providing him/her your full name.
2. Ask the caller to provide a callback number to be used in case the call gets inadvertently disconnected.
3. Determine if the caller is a mandated reporter, and if so gather all relevant identifying information including job title and agency affiliation, if any.
4. Elicit the purpose of the telephone call from the caller by allowing the caller to explain why they contacted the Department and asking pertinent follow-up questions. Continue gathering relevant information from the caller until you are able to assess whether or not a referral is warranted.
5. If you determine that a referral is warranted:
  - a) Elicit all information known to the caller that is necessary to complete the client, reporter, and school notebooks of your referral in CWS/CMS.
  - b) Elicit all pertinent information known to the caller that would enable you to accurately answer the questions contained in the SDM Hotline Tool decision trees and arrive at an appropriate response determination.
6. If you determine that a referral is not warranted:
  - a) Elicit all information known to caller that is necessary to fully complete the fields of the Information to CSW/Consultation form.

**B. WHEN: THE CPH CREATES A REFERRAL**

**CPH CSW Responsibilities**

1. Complete the Client Notebook for all:
  - a) adult members of the household
  - b) absent parents
  - c) children in the family, including, if appropriate and available, the name and address of the school.

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**NOTE:** It is important that child clients whose abstracts have Parental Rights Termination information be further scrutinized before attaching them to a referral. Does the client have a finalized adoption? This can be found on the Case History tab of the Client's Abstract. Click on the case row(s) for the child and see what is in the Case Closure Reason field. If the Case Closure Reason is Adoption Finalized, the client has a finalized adoption and the client **shall not be attached to the new referral.**

- i) In the event the Client Abstract indicates a child with a Finalized Adoption, either:
  - Create a new Client Notebook for the post-adoptive child client If they do not already exist in CWS/CMS as a result of a previous post-adoptive referral; or
  - If they already exist in CWS/CMS as a result of a previous post-adoptive referral, attach that post-adoptive client to the new referral.
- ii) For any newly created post-adoptive client, indicate they were previously adopted in the Previously Adopted field on the Demographics Page of their new Client Notebook.
- d) identified perpetrators.
- e) Enter any Safety Alerts in the Screener Alert and the Screener Narrative.

**NOTE:** If the Safety Alert is confirmed by the ER CSW, the ER SCSW will record any Safety Alerts that apply to clients on the referral on the ID page of the appropriate client's Client Notebook

- f) If applicable, enter Parental Alcohol/Drug/Mental Health (ADMH) Issues on the ID page of the parent's Client notebook only if the parent is selected as an alleged perpetrator in the referral.
2. Create the Screener Narrative on CWS/CMS and copy and paste the DCFS CPH Screener Narrative Template into the Screener Narrative.
- a) Describe the incident.
  - b) Document the following factors:
    - date and time of incident
    - whereabouts of all parties involved
    - the severity and frequency of the precipitating incident
    - location and description of injury on the child's body
    - history of allegations for all household members
    - age of the child/ victim(s)
    - vulnerability, special circumstances, behavior of the child/victim(s)
    - the child/victim(s)' interaction with caregivers, siblings and peers
    - the caregivers' ability to protect and care for children
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- the caregivers' interactions with others
  - the caregivers' parenting skills and mental health issues
  - the caregivers' history of substance abuse domestic violence, and/or criminal behavior
  - the family's support systems
  - presence of a parent substitute
  - suspected perpetrator(s) identity
  - information from collateral contacts
  - witnesses to the incident
  - history of prior reports on the family by the same reporter
  - environmental conditions
  - family strengths and support systems
3. Create separate referrals for children with different mothers.

C. WHEN: REPORTS OF SUSPECTED CHILD ABUSE, NEGLECT, OR EXPLOITATION ARE RECEIVED AT THE CPH

### **CPH CSW Responsibilities**

1. Determine the case status of the child(ren) by searching the CWS/CMS database.
  2. Create a new referral when:
    - a) the allegations were not previously reported, (either in person, in writing or verbally); or
    - b) the report was previously received from a different reporter regarding the same incident;  
or
    - c) there are new allegations on an open case.
  3. If the report is received in written form, determine if this allegation was previously reported telephonically by the same reporter by doing the following:
    - a) Search the CWS/CMS database.
    - b) If the referral was previously made, write the original referral number, date of the original referral, response time, office location and the name of the assigned CSW on the written report and generate an "Information to the CSW".
    - c) Forward the written report to the clerical support staff who will forward it to the assigned CSW.
  4. Complete the Information/Consultation Call Template when:
    - a) The telephone inquiry involves no allegations;
    - b) CPH consults with, and/or provides information, resources or referrals to the public; or
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- c) CPH receives information on an open referral/case (e.g., child ran away, call from relatives concerning a DCFS-supervised child not involving abuse, neglect and/or exploitation); or
  - d) CPH receives an inquiry from a non-related legal guardian requesting financial assistance.
5. Conduct an initial assessment of the allegations according to existing procedures. See Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations.
  6. Determine if an in-person response is necessary using the appropriate SDM Hotline tool. See Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations and Procedural Guide 0050-503.15, Child Protection Hotline (CPH): Determining Response Time.
  7. Determine to which regional office the referral or Information to CSW should be mapped, even if the referral will be evaluated out or served by Emergency Response Command Post (ERCP). See Procedural Guide 0050-504.05, Referral Assignment Criteria.
  8. If the allegations are cross-reportable:
    - a) Determine which law enforcement agency has jurisdiction over the crime.
    - b) Create a Suspected Child Abuse Report (SCAR) addressed to that agency.
    - c) Cross-report to that agency per existing procedures. See Procedural Guide 0050-501.15, Cross-Reporting Responsibilities When a Report of New Allegations is Received at Child Protection Hotline.
  9. Printout the referral (Emergency Response Document and Screener Narrative) and all SDM Hotline tool. Attach the SDM Hotline tool to the referral and forward to the SCSW for approval.

### **CPH SCSW Responsibilities**

1. Review the CSW Information/Consultation Call Form for quality control.
    - a) If no allegations are involved, send the form to clerical support staff for filing; or
    - b) If the referral is open, send the form to the current CSW; or
    - c) If the inquiry is from a non-related legal guardian requesting financial assistance, send the form to the appropriate Regional Office for assignment.
  2. Review the referral and the SDM Hotline tool used by the CSW for thoroughness and accuracy.
    - a) Confirm that the CSW completed the referral as specified in CSW Steps 1.-9. above. If not, take action to correct the referral;
    - b) Approve the referral manually and electronically;
  3. Assign the referral as appropriate.
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**D. WHEN: REQUESTS FOR EMERGENCY MEDICAL CONSENT ARE RECEIVED AT THE CPH**

**CPH CSW Responsibilities**

1. Conduct an initial assessment.
2. Determine if the child is a victim of abuse, neglect, exploitation or is at substantial risk of harm
3. Create a referral if allegations exist.
4. If allegations do not exist, complete a Consultation/Information to the CSW form. See Procedural Guide 0050-503.75, CPH: Requests for Emergency Medical Consent.

**CPH SCSW Responsibilities**

1. Review the referral and the SDM Hotline tool used by the CSW or Consultation form for thoroughness and accuracy.
2. Confirm that the CSW completed the referral/Consultation form appropriately.
  - a) If approved, assign, if needed.
  - b) If not approved, return the Referral/Consultation form for correction.

**APPROVAL LEVELS**

Section	Level	Approval
A. & B.	None	
C. & D.	SCSW	CSW Information/Consultation Call Form Referral and SDM Hotline tool

**OVERVIEW OF STATUTES/REGULATIONS**

**California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division - 31-105, states in part that,**

The social worker shall immediately initiate and complete the Emergency Response Protocol process to determine whether an in-person investigation is required. It further spells out the recording of all available and appropriate information on the Emergency Response referral

**LINKS**

- |                                |   |
|--------------------------------|---|
| <b>California Code</b>         | <a href="http://www.leginfo.ca.gov/calaw.html">http://www.leginfo.ca.gov/calaw.html</a>         |
| <b>Division 31 Regulations</b> | <a href="http://www.cdss.ca.gov/ord/PG309.htm">http://www.cdss.ca.gov/ord/PG309.htm</a>         |
| <b>Title 22 Regulations</b>    | <a href="http://www.dss.cahwnet.gov/ord/PG295.htm">http://www.dss.cahwnet.gov/ord/PG295.htm</a> |

**RELATED POLICIES**

**Procedural Guide 0050-503.15, Child Protection Hotline (CPH): Determining Response Time**

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**Procedural Guide 0050-501.15**, Cross-Reporting Responsibilities When a Report of New Allegations is Received at the Child Protection Hotline

**Procedural Guide 0050-503.20**, Child Protection Hotline (CPH): Classification of Allegations

**Procedural Guide 0050-503.75**, Child Protection Hotline (CPH): Requests for Emergency Medical Consent

**Procedural Guide 0050-504.05**, Referral Assignment Criteria

### **FORM(S) REQUIRED/LOCATION**

**HARD COPY:** CSW Information/Consultation Call Form

**LA Kids:** None

**CWS/CMS:** Emergency Response Document  
Screener Narrative  
**SS 8572**, Suspected Child Abuse Report (SCAR)

**SDM:** SDM Response Tools: Neglect Tree, Physical Abuse Tree, Sexual Abuse Tree, Emotional Abuse Tree and Caretaker Absence/Incapacity Tree

**DESKTOP:** DCFS CPH Screener Narrative Template

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# PRICING SCHEDULE

EXHIBIT B 211 LA COUNTY - CONTRACT RENEWAL			PERIOD: JULY 1, 2013 - JUNE 30, 2016								
Employee classification	FTE % to COUNTY		LA County Monthly	I & R	%	CRIB	%	ELDER	%	Unincorporated Area Helpline	%
FTE's				33.54	FTE's	4	FTE's	4.29	FTE's	1.17	FTE's
CRA	12.00	22.91	47,653	40,981	86.0%		0.0%	5,242	11.0%	1,430	3.0%
CRA Bilingual	27.00	23.56	110,261	94,824	86.0%		0.0%	12,129	11.0%	3,308	3.0%
SCRA (Resource Writers)	4.00	25.29	17,534		0.0%	17,534	100.0%	-	0.0%		0.0%
Program Manager	2.00	30.22	10,476	7,710	73.6%	1,362	13.0%	1,048	10.0%	356	3.4%
Workforce Management Specialist	1.00	36.64	6,351	4,674	73.6%	826	13.0%	635	10.0%	216	3.4%
I & R Team Coach	3.00	22.15	11,518	8,477	73.6%	1,497	13.0%	1,152	10.0%	392	3.4%
I & R Quality Assurance Manager	4.00	23.64	16,390	12,063	73.6%	2,131	13.0%	1,639	10.0%	557	3.4%
Telecom Administrator	0.70	31.20	3,786	2,786	73.6%	492	13.0%	379	10.0%	129	3.4%
Outreach Manager	0.70	31.28	3,795	3,286	86.6%	-	0.0%	380	10.0%	129	3.4%
Resource Systems Developer	0.50	37.49	3,249	650	20.0%	2,599	80.0%	-	0.0%	-	0.0%
Chief Operating Officer	0.70	56.83	6,895	5,075	73.6%	896	13.0%	690	10.0%	234	3.4%
Data reporter	0.70	23.18	2,813	2,436	86.6%	-	0.0%	281	10.0%	96	3.4%
Network Administrator	0.70	36.65	4,447	3,273	73.6%	578	13.0%	445	10.0%	151	3.4%
Jr. Network Administrator	1.00	22.15	3,839	2,825	73.6%	499	13.0%	384	10.0%	131	3.4%
Programmer	0.70	33.58	4,074	2,998	73.6%	530	13.0%	407	10.0%	139	3.4%
Jr. Programmer	0.50	25.00	2,167	1,594	73.6%	282	13.0%	217	10.0%	74	3.4%
Executive Director	0.70	87.00	10,556	7,769	73.6%	1,372	13.0%	1,056	10.0%	359	3.4%
Associate Director/CFO	0.70	65.52	7,950	5,851	73.6%	1,034	13.0%	795	10.0%	270	3.4%
HR Manager	0.70	45.80	5,557	4,090	73.6%	722	13.0%	556	10.0%	189	3.4%
Accounting Manager	0.70	39.13	4,748	3,495	73.6%	617	13.0%	475	10.0%	161	3.4%
Staff Accountant	1.50	25.91	6,737	4,958	73.6%	876	13.0%	674	10.0%	229	3.4%
Executive Assistant	1.00	32.19	5,580	4,297	77.0%	725	13.0%	558	10.0%	-	0.0%
Emergency Services Coordinator	1.00	37.14	6,438	5,897	91.6%	-	0.0%	322	5.0%	219	3.4%
Admin Support Supervisor	0.70	28.41	3,447	2,537	73.6%	448	13.0%	345	10.0%	117	3.4%
Administrative Services Assistant	2.20	18.73	7,142	4,999	70.0%	2,143	30.0%	-	0.0%	-	0.0%
<b>TOTAL SALARIES:</b>	<b>68.40</b>		<b>313,403</b>	<b>237,545</b>	<b>75.8%</b>	<b>37,163</b>	<b>11.9%</b>	<b>29,809</b>	<b>9.5%</b>	<b>8,886</b>	<b>2.8%</b>
<b>EMPLOYEE BENEFITS</b>											
MEDICAL INSURANCE	9.00%		28,206	21,378	75.8%	3,345	11.9%	2,683	9.5%	800	2.8%
DENTAL INSURANCE	1.50%		4,701	3,564	75.9%	557	11.8%	447	9.5%	133	2.8%
VISION PLAN INSURANCE	1.00%		3,134	2,375	75.8%	372	11.9%	298	9.5%	89	2.8%
LIFE/DISABILITY INSURANCE	1.25%		3,918	2,969	75.8%	465	11.9%	373	9.5%	111	2.8%
401K PLAN (4%)	4.00%		12,536	9,502	75.8%	1,487	11.9%	1,192	9.5%	355	2.8%
<b>SUB TOTAL</b>	<b>16.75%</b>		<b>52,495</b>	<b>39,788</b>		<b>6,226</b>		<b>4,993</b>		<b>1,488</b>	
FICA (7.65%)	7.65%		23,975	18,173	75.8%	2,843	11.9%	2,280	9.5%	680	2.8%
WORKER'S COMPENSATION	2.75%		8,619	6,532	75.8%	1,022	11.9%	820	9.5%	244	2.8%
STATE UNEMPLOYMENT INS.	1.70%		5,328	4,038	75.8%	632	11.9%	507	9.5%	151	2.8%
	<b>12.10%</b>		<b>37,922</b>	<b>28,743</b>		<b>4,497</b>		<b>3,607</b>		<b>1,075</b>	
<b>INSURANCE:</b>											
DIRECTOR'S & OFFICERS			1,180	895	75.7%	140	11.9%	112	9.6%	33	2.8%
GENERAL			1,374	1,041	75.8%	164	11.9%	131	9.5%	38	2.8%
EARTHQUAKE			1,725	1,308	75.8%	205	11.9%	164	9.5%	48	2.8%
			<b>4,279</b>	<b>3,244</b>		<b>509</b>		<b>407</b>		<b>119</b>	
COMPUTER HARDWARE			2,800	2,123	75.8%	333	11.9%	266	9.5%	78	2.8%
COMPUTER SOFTWARE			5,638	4,273	75.8%	671	11.9%	536	9.5%	158	2.8%
TELEPHONE SYSTEM			17,500	13,264	75.8%	2,083	11.9%	1,663	9.5%	490	2.8%
PROPRIETARY SOFTWARE FEE			1,796	1,361	75.8%	214	11.9%	171	9.5%	50	2.8%
EQUIPMENT MAINTENANCE			-	-	100.0%	-	-	-	-	-	-
SPACE/FACILITY			20,160	15,122	75.0%	2,399	11.9%	2,169	10.8%	470	2.3%
OFFICE EQUIPMENT			945	717	75.8%	112	11.9%	90	9.5%	26	2.8%
SUPPLIES			2,130	1,615	75.8%	253	11.9%	202	9.5%	60	2.8%
TELEPHONE			19,133	14,498	75.8%	2,277	11.9%	1,842	9.6%	516	2.7%
UTILITIES			2,975	2,255	75.8%	354	11.9%	283	9.5%	83	2.8%
ADVERTISING/OUTREACH			2,500	2,500	100.0%	-	0.0%	-	0.0%	-	0.0%
BUILDING MAINTENANCE			2,753	2,086	75.8%	328	11.9%	262	9.5%	77	2.8%
CUSTODIAL			1,517	1,150	75.8%	181	11.9%	144	9.5%	42	2.8%
PRINTING/PHOTOCOPYING			1,166	883	75.8%	139	11.9%	111	9.5%	33	2.8%
POSTAGE			1,612	1,222	75.8%	192	11.9%	153	9.5%	45	2.8%
PROFESSIONAL SERVICES			6,382	4,838	75.8%	759	11.9%	606	9.5%	179	2.8%
TECHNICAL CONSULTANTS			7,618	5,774	75.8%	907	11.9%	724	9.5%	213	2.8%
STAFF DEVELOPMENT/TRAINING			4,439	3,365	75.8%	528	11.9%	422	9.5%	124	2.8%
TRAVEL/MEETING ATTENDANCE			1,750	1,327	75.8%	208	11.9%	166	9.5%	49	2.8%
			<b>102,814</b>	<b>78,373</b>		<b>11,938</b>		<b>9,810</b>		<b>2,693</b>	
<b>TOTAL MONTHLY</b>			<b>510,913</b>	<b>387,693</b>		<b>60,333</b>		<b>48,626</b>		<b>14,261</b>	
<b>TOTAL ANNUAL</b>			<b>6,130,953</b>	<b>4,652,313</b>		<b>723,996</b>		<b>583,512</b>		<b>171,132</b>	
<b>TOTAL 36 MONTHS</b>			<b>18,392,859</b>	<b>13,956,939</b>		<b>2,171,988</b>		<b>1,750,536</b>		<b>513,396</b>	

**OFFICE OF EMERGENCY MANAGEMENT (OEM)  
PROJECTED COSTS AND SERVICE FEES**

**Personnel Costs**

**Salaries**

Telecommunications Manager and Programming Staff Estimated at 80 hours @ \$47.74 per hour	\$ 3,819
Administrative Support Staff (mailings) Estimated at 140 hours @ \$16.44 per hour	\$2,302
Disaster Response – Field Staff Estimated at 400 hours @ 22.28 per hour	\$8,912
<b>Salaries Subtotal:</b>	<b>\$15,033</b>
Benefits Calculated at 28% of gross wages	\$4,209
Administrative Indirect Cost Calculated at 21% of Personnel Cost	\$4,041
Subtotal Personnel Costs:	\$23,283
Telephone 1(800) Toll-free service Twelve months @ \$160 per month	\$1,980
Postage 1lb.6oz. Packages: 1,000 @ \$4.07 11 oz. Packages: 500 @ \$2.75	\$4,070 \$1,375
Mailing Materials/Office Supplies	\$310
ENLA Related training and exercises	\$561
Subtotal Non-Personnel Costs:	\$8,296
<b><u>Total Estimated Budget:</u></b>	<b><u>\$31,579</u></b>

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## EXHIBIT B

**CSS – WORKSOURCE CALIFORNIA  
36-MONTH BUDGET  
JULY 1, 2013 – June 30, 2016**

211 LA County will provide information and referral to jobseekers and potential employers to WorkSource California centers within the Los Angeles County area. The public will dial toll-free Worksource California 1 (888) 226-6300 number that will automatically connect and be answered by 211 staff Monday through Friday from 8:00am to 8:00pm. A recorded message will be available after-hours.

- The cost for 200 calls per month will be a flat minimum monthly fee of \$2,700 for up to 200 calls per month.
- Calls in excess of 200 in any given month will be billed at the rate of \$12 per call in addition to the minimum \$2,700 monthly fee.

CSS will have ownership and be responsible for the maintenance and cost of the 1(888) 226-6300 toll-free line.

<b>WORKSOURCE CALIFORNIA BUDGET</b>	
<b>36 Month Budget</b>	
Flat fee ( \$2,700 x 36)	\$ 97,200
Excess Calls	\$ 168,300
Total 36 Months	\$ 265,500



## SPECIAL CAMPAIGN

### Emergency Shelter, Food, and Transportation Plan and Budget

On October 21, 2008, the Board redirected that the remaining \$179,000 designated for 211 LA County's public information campaign fund direct services for temporary, emergency housing, food or food vouchers, and transportation for homeless families who contact 2-1-1. As part of this action, the Chief Executive Officer (CEO) was directed to work with 211 LA County staff, the Los Angeles Homeless Services Authority (LAHSA), and the Department of Public Social Services (DPSS) to identify the optimal use of the redirected monies and how best to help transition the families into a more stable environment. Of the redirected funds, \$110,000 was to be transferred to DPSS for their successful Eviction Prevention and Moving Assistance programs. The remaining \$69,000 of County Provisional Financing Uses funds, was to go to 211 to leverage and work in conjunction with the Emergency Food and Shelter Board (EFS) monies that were designated for 211 LA County's use.

Under this agreement, the remaining **\$38,354** will continue to be used for temporary, emergency Shelter, Food, and Transportation. As 211 LA County is not a direct service provider, they will work with the EFS Board to allocate their set-aside funds to other EFS service providers who agree to work with 211 LA County. If there is no shelter space or other services available to families dialing 2-1-1, 211 LA County can refer callers to the designated EFS providers to obtain the vouchers and also have access to case management services.

211 LA County will sign Memorandums of Understanding with those EFS service provider agencies that agree to work with families who call 2-1-1. Those agencies must submit detailed invoices of the services provided to the 2-1-1 referrals for reimbursement.

#### Budget

Motel and Food Vouchers, Transportation	<b>\$38,354</b>
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## CONTRACTOR'S EEO CERTIFICATION

Information and Referral Federation of Los Angeles County, Inc. DBA 211 LA County  
Contractor Name

526 W. Las Tunas Drive, San Gabriel, California 91776  
Address

95-3510017  
Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

## COUNTY'S ADMINISTRATION

### COUNTY PROJECT DIRECTOR:

Name: Lesley Blacher \_\_\_\_\_

Title: Senior Manager \_\_\_\_\_

Address: 222 S. Hill Street, 5<sup>th</sup> Floor \_\_\_\_\_

Los Angeles, CA 90012 \_\_\_\_\_

Telephone: 213.974.4129 \_\_\_\_\_

E-Mail Address: [lblacher@ceo.lacounty.gov](mailto:lblacher@ceo.lacounty.gov)

### COUNTY PROJECT MANAGER:

Name: Tiffany Williams \_\_\_\_\_

Title: Program Specialist \_\_\_\_\_

Address: 222 S. Hill Street, 5<sup>th</sup> Floor \_\_\_\_\_

Los Angeles, CA 90012 \_\_\_\_\_

Telephone: 213.893.0266 \_\_\_\_\_

E-Mail Address: [twilliams@ceo.lacounty.gov](mailto:twilliams@ceo.lacounty.gov)

### COUNTY CONTRACT PROJECT MONITOR:

Name: DPSS \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** 211 LA County

**CONTRACTOR'S PROJECT MANAGER:**

Name: Amy Latzer

Title: Chief Operations Officer

Address: 526 W. Las Tunas Drive  
San Gabriel, CA 91776

Telephone: 626.350.1841 X 2102

E-Mail Address: [alatzer@211la.org](mailto:alatzer@211la.org)

**CONTRACTOR'S AUTHORIZED OFFICIAL**

Name: Maribel Marin

Title: Chief Executive Officer

Address: 526 W. Las Tunas Drive  
San Gabriel, CA 91776

Telephone: 626.350.1841 X 2100

E-Mail Address: [mmarin@211la.org](mailto:mmarin@211la.org)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: Same as Authorized Official

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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.

## 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.

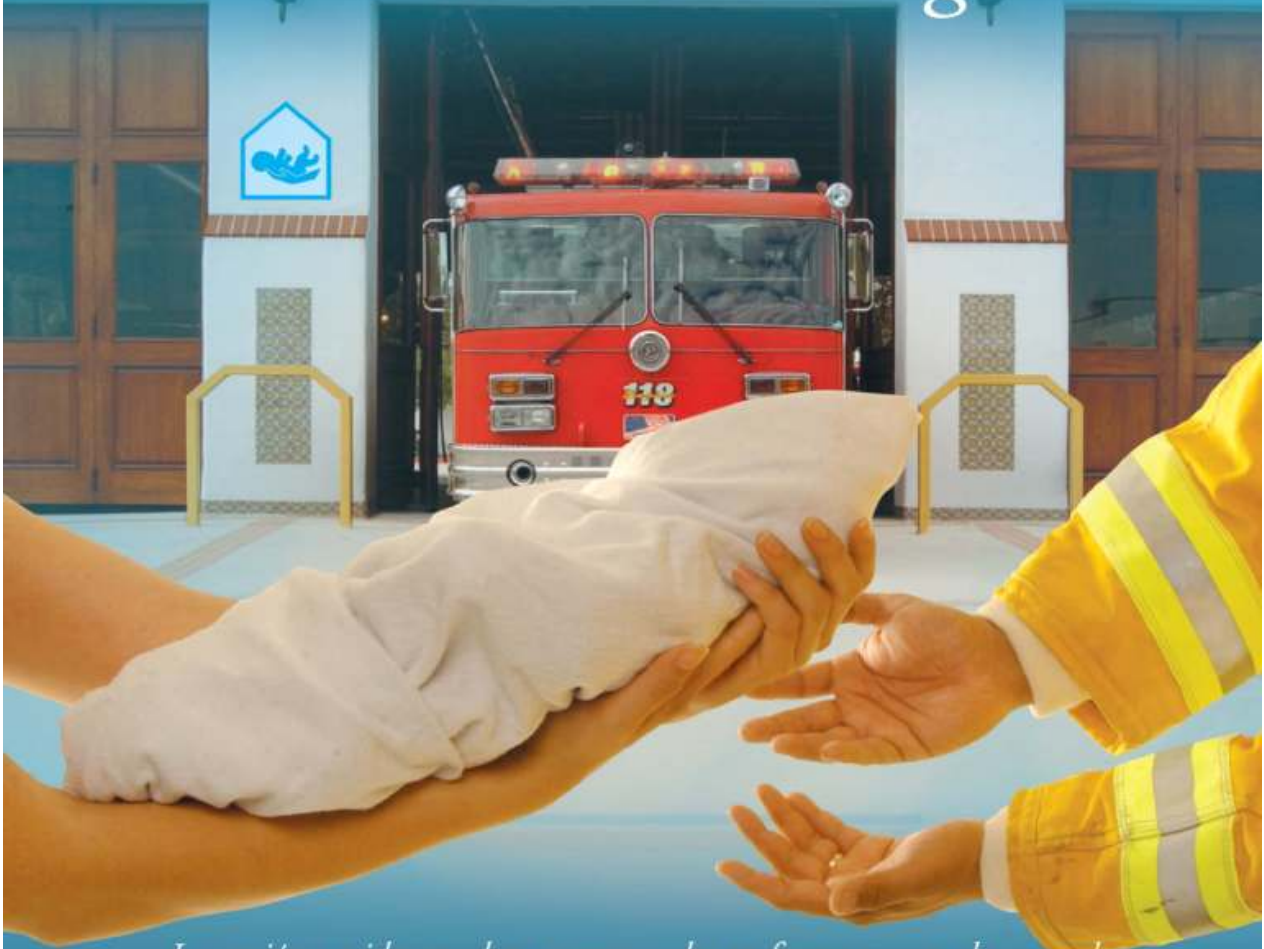
## A baby's story

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](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

The Information and Referral Federation of Los Angeles County dba, 211 LA County  
Company Name

526 W. Las Tunas Drive, San Gabriel, CA 91776  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)



## 211 LA County Funding

Department	Funds Allocated
Chief Executive Office	
Unincorporated Community Help Line	\$171,131
Countywide Emergency Hotline	\$31,579
Community and Senior Services	
Elder and Dependent Adult Abuse	\$583,520
WorkSource California	\$88,500
Department of Children and Family Services	\$210,836
Department of Mental Health	\$210,836
Department of Health Services	\$210,836
Department of Public Health	\$210,836
Department of Public Social Services	\$4,532,958
<b>Annual Budget</b>	<b>\$6,251,032</b>
<b>Special Campaign</b>	
Temporary, Emergency Food, Shelter, and Transportation Voucher Program	\$38,354
<b>3-Year Contract Total</b>	<b>18,791,450</b>

The Temporary, Emergency Food, Shelter and Transportation Special Campaign provided one time funding allocated to leverage available shelter vouchers. These monies will be carried over until exhausted.