



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**REQUEST FOR PROPOSALS (RFP) #23-04-001**

**FOR**

**LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER/QUESTIONING,  
INTERSEX, ASEXUAL, TWO-SPIRIT (LGBTQIA2S+) TAILORED  
SERVICES**

**Prepared By  
County of Los Angeles**

**October 19, 2023**

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### APPENDICES

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Required Forms:** Forms that must be completed and included in the proposal.
- C Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with Senate Bill (SB) 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

**0 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS**

<b>RFP Release Date</b>	October 19, 2023
<b>Deadline to Submit a Request for a Solicitation Requirements Review (Refer to Paragraph 9.1)</b>	November 2, 2023
<b>Mandatory Virtual Proposer’s Conference (Refer to Paragraph 7.4)</b>	November 28, 2023
<b>Written Questions Due</b>	November 20, 2023 - 12:00 PM Pacific Standard Time (PST)
<b>Questions and Answers Released via Addendum</b> (Subject to change at County's sole discretion)	On or about December 5, 2023
<b>Proposals Due to:</b> <a href="mailto:LGBTQ-TS@dcsf.lacounty.gov">LGBTQ-TS@dcsf.lacounty.gov</a>	On or before December 27, 2023 -12:00 PM, PST
<b>Minimum Requirements</b>	<ol style="list-style-type: none"> <li>1. Proposer must submit their Proposal(s) for LGBTQIA2S+ by 12:00 PM, PST, on December 27, 2023.</li> <li>2. Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or public entity and be tax exempt under 501(c)3 of the Internal Revenue Code.</li> <li>3. Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.</li> <li>4. Must be in operation at the time of RFP submission and have an LGBTQIA2S+ trained Program Director, Coordinator and Program Navigator(s).</li> <li>5. Must have five years of experience in the last seven years providing LGBTQIA2S+</li> </ol>

	<p>Tailored Services in the Service Planning Areas the agency intends to provide services, and demonstrate experience collaborating with community-based organizations, government agencies, or stakeholders to ensure comprehensive and coordinated support for LGBTQIA2S+ youth.</p> <ol style="list-style-type: none"> <li>6. Must have and provide a description of a system to track and measure client outcomes, service quality, and program effectiveness, with a specific focus on the unique needs and experiences of LGBTQIA2S+ youth.</li> <li>7. Must have a staff training and development program that ensures all employees and volunteers are trained and competent in Sexual Orientation, Gender Identity and Expression, as well as working with LGBTQIA2S+ youth. Provide a copy of the training schedule.</li> <li>8. Must demonstrate a commitment to diversity, equity, and inclusion by having policies and procedures in place that address non-discrimination, harassment, and equal opportunity for staff, volunteers, and clients.</li> <li>9. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</li> </ol>
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<b>RFP Contact</b>	Butra Soinak, Contract Analyst <a href="mailto:LGBTQ-TS@dcfs.lacounty.gov">LGBTQ-TS@dcfs.lacounty.gov</a>
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## **1 INTRODUCTION**

- 1.1** The Los Angeles County Department of Children and Family Services (DCFS) is issuing this Request for Proposals (RFP) to solicit proposals to provide LGBTQIA2S+ Tailored Services in eight Service Planning Areas (SPAs), one contract in each SPA, for a total of eight contracts. The maximum amount of contracts an agency may be awarded will be limited to four contracts.
- 1.2** The vision of DCFS is that children thrive in safe families and supportive communities. To achieve this vision, DCFS intends to practice a uniform service delivery model that measurably improves safety, permanency, and access to effective and caring services by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being, and prosperity of individuals, families and communities. The philosophy of teamwork and collaboration is anchored the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.
- 1.3** These shared values are encompassed in the County's Strategic Plans Three Goals: I) Make Investments That Transform Lives; II) Foster Vibrant and Resilient Communities; and III) Realize Tomorrow's Government Today.
- 1.4** Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and must not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation

## **2 PURPOSE-CONTRACT FOR LGBTQIA2S+ TAILORED SERVICES**

### **2.1 Statement of Work (SOW)**

Contractor will be expected to implement the requirements outlined in Exhibit A, (SOW and Attachments) of Appendix A (Sample Contract) of this RFP.

### **2.2 Sample Contract: County Terms and Conditions**

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

#### **2.2.1 Anticipated Contract Term**

The initial contract term is anticipated to be for 16 months. The contract is anticipated to commence on March 1, 2025 through June 30, 2026, following Board of Supervisor's approval to award. There is an option to extend for two one-year periods, from July 1, 2026 through June 30, 2028. Once approval is obtained from the Board of Supervisors, the DCFS Director or designee, has the authority to execute the optional extension periods.



### **2.2.2 Contract Rates and Pricing Sheet**

The contractor's rates will remain firm and fixed for the term of the contract, and are referenced on Exhibit B, (Pricing Sheet) of Appendix A (Sample Contract).

The Maximum Annual Contract Amount of these contracts will be \$400,000, financed with 100 percent Net County Funds. A total of eight contracts will be awarded, one contract in each SPA, and up to four per agency.

#### **CONTRACT AWARDS**

The number of contracts will be limited to a maximum of four per agency, one contract per SPA. The County reserves the right to limit the number of contracts to four for any agency that submits multiple proposals to this solicitation in order to:

- Support a diverse provider base
- Encourage collaboration and strong community partnerships
- Ensure Countywide access to services

The County reserves the right to negotiate with any resulting top ranked agency.

### **2.2.3 Days of Operation**

The Contractor will be required to provide LGBTQIA2S+ Tailored Services Monday through Friday, from 8:00 am to 5:00 pm Pacific Standard Time (PST) , including County holidays, and Saturday through Sunday from 8:00 a.m. to 5:00 pm to maximize support for participants and ensure office access. The County's Program contact will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

### **2.2.4 Indemnification and Insurance**

Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample Contract). The contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix A (Sample Contract).

### **3 PROPOSER'S MINIMUM REQUIREMENTS**

Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract) are invited to submit a proposal(s), provided they meet the following mandatory requirements:

- 3.1** Proposer must submit their Proposal(s) for LGBTQIA2S+ Tailored Services by 12:00 PM, PST, on December 27, 2023.
- 3.2** Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or public entity and be tax exempt under 501(c)3 of the Internal Revenue Code.
- 3.3** Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.
- 3.4** Must be in operation at the time of proposal submission and have an LGBTQIA2S+ trained Program Director, Coordinator and Program Navigator(s).
- 3.5** Must have five years of experience in the last seven years providing LGBTQIA2S+ Tailored Services in the Service Planning Areas the agency intends to provide services and demonstrate experience collaborating with community-based organizations, government agencies, or stakeholders to ensure comprehensive and coordinated support for LGBTQIA2S+ youth.
- 3.6** Must have and provide a description of a system to track and measure client outcomes, service quality, and program effectiveness, with a specific focus on the unique needs and experiences of LGBTQIA2S+ youth.
- 3.7** Must have a staff training and development program that ensures all employees and volunteers are educated and competent in Sexual Orientation, Gender Identity and Expression, as well as working with LGBTQIA2S+ youth.
- 3.8** Must demonstrate a commitment to diversity, equity, and inclusion by having policies and procedures in place that address non-discrimination, harassment, and equal opportunity for staff, volunteers, and clients.
- 3.9** If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **4 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Contract Execution**

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

### **4.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### **4.3 County's Option to Reject Proposals**

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

### **4.4 County's Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

### **4.5 Background and Security Investigations**

Background and security investigations of contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor.

## **5 NOTIFICATION TO PROPOSERS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

**5.1.1** Responses to this solicitation will become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when 1) contract negotiations are complete; 2) DCFS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and 3) DCFS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

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

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

**5.1.2** The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

**5.1.3** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

### **5.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing, and e-mailed to:

Department of Children and Family Services  
Contracts Administration Division

**Attention:** Butra Soinak, Contract Analyst

**Email address:** [LGBTQ-TS@dcfs.lacounty.gov](mailto:LGBTQ-TS@dcfs.lacounty.gov)

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

Proposers are encouraged to monitor the DCFS website at:

<http://contracts.dcfs.lacounty.gov/>

The Los Angeles County website:

<https://camisarvr.co.la.us/LACoBidLookUp/OpenBidList>

For additional information throughout the open period of this solicitation. Prospective proposers assume all risks relying on information retrieved from unaffiliated (not posted by the County of Los Angeles) third-party websites as the information may be incomplete and inaccurate.

### **5.3 Mandatory Requirement to Register on County's WebVen**

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

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

### **5.4 Protest Policy Review Process**

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

**5.4.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to

make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### **5.4.3 Grounds for Review**

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

**5.4.3.1** Solicitation Requirements Review (referenced in Paragraph 9.1)

**5.4.3.2** Disqualification Review (referenced in Paragraph 9.2)

**5.4.3.3** Department's Proposed Contractor Selection Review (referenced in Paragraph 9.3)

#### **5.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

#### **5.6 Determination of Proposer Responsibility**

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

**5.6.2** Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.

- 5.6.3** The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.6.4** If there is evidence that the apparent highest ranked proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5** If the proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer will reside with the Board of Supervisors.
- 5.6.6** These terms will also apply to proposed subcontractors of proposers on County contracts.

## **5.7 Proposer Debarment**

- 5.7.1** The proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any

other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity. These terms will also apply to proposed subcontractors of proposers on County contracts

- 5.7.2** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.8 Gratuities**

### **5.8.1 Attempt to Secure Favorable Treatment**

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

### **5.8.2 Proposer Notification to County**

A proposer must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor Controller's Employee Fraud Hotline at (800) 544 6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

### **5.8.3 Form of Improper Consideration**

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

## **5.9 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals



meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the proposer is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

## **5.10 Consideration of GAIN-GROW Participants for Employment**

**5.10.1** As a threshold requirement for consideration for contract award, proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or General Relief Opportunity for Work \(GROW\) Programs](#) or must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**5.10.2** Proposers who are unable to meet this requirement will not be considered for contract award. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their proposal.

## **5.11 Jury Service Program**

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

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

**5.11.2** Contractor must certify compliance with County’s Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance). If a contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor’s application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

**5.12 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the proposer in Exhibit 1, (Proposer’s Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Proposer’s Organization Questionnaire/Affidavit) during the solicitation.

**5.13 Proposer’s Charitable Contributions Compliance**

**5.13.1** California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read Appendix D (Background and Resources: California Charities Regulation). These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over two million dollars

(\$2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

**5.13.2** All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms) certifying 1) they do not currently receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement or 2) they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts. A completed Exhibit 2 (Certification of Compliance) is a required part of any agreement with the County.

**5.13.3** Prospective County contractors that do not complete Exhibit 2 (Certification of Compliance) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

#### **5.14 Defaulted Property Tax Reduction Program**

**5.14.1** The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), ([Los Angeles County Code, Chapter 2.206](#)). Prospective contractors should reference the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Deduction Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

**5.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects,

may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor ([Los Angeles County Code, Chapter 2.202](#)).

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

**5.15 Proposer’s Acknowledgement of County’s Commitment to Zero Tolerance Policy on Human Trafficking**

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

**5.15.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

**5.16 Intentionally Omitted**

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

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

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

**5.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct

deposit will supersede this requirement with respect to those payments.

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

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

- 5.18.1** On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#).

- 5.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under [Section 12952](#) for the term of any contract awarded pursuant to this solicitation.

**5.19 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

**5.20 Intentionally Omitted**

**5.21 Community Business Enterprise Participation**

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County contract eligible procurement dollars will go to certified CBEs. The program

also maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this contract. The Proposer must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Economic Opportunity: [cbesbe@opportunity.lacounty.gov](mailto:cbesbe@opportunity.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [osb@opportunity.lacounty.gov](mailto:osb@opportunity.lacounty.gov).

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

## **6 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Overview of County's Preference Programs**

- 6.1.1** The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4** Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

## **6.2 Local Small Business Enterprise (LSBE) Preference Program**

- 6.2.1** The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2** The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.2.3** Businesses requesting the LSBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms) and submit their LSBE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

## **6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

## **6.4 Social Enterprise (SE) Preference Program**

- 6.4.1** The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#).
- 6.4.2** The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.4.3** Businesses requesting the SE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

## **6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 6.5.1** The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#).

**6.5.2** The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

**6.5.3** Businesses requesting the DVBE preference must complete and submit Exhibit 3 (Request for Preference Consideration) in Appendix B (Required Forms), and submit their DVBE certification approval letter from the DCBA with their proposal.

## **7 BUSINESS PROPOSAL REQUIREMENTS AND EVALUATION**

Section 7 (Business Proposal Requirements and Evaluation) contains key project dates and activities, provides proposers with proposal submission requirements and submittal instructions, and identifies evaluation criteria.

### **7.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and his/her judgment will be final. All proposals must be firm and final offers and may not be withdrawn for a period of 180 days following the final proposal submission date.

### **7.2 RFP Timetable**

<b>EVENT</b>	<b>DATE/TIME</b>
Release of RFP	October 19, 2023
Deadline to submit request for Solicitation Requirements Review (Refer to Paragraph 9.1)	November 2, 2023
Mandatory Virtual Proposer's Conference (Refer to Paragraph 7.4)	November 28, 2023
Written Questions Due	November 20, 2023 12:00 PM PST
Questions and Answers Released via Addendum (Subject to change at County's sole discretion)	On or about December 5, 2023
Proposals Due to: <a href="mailto:LGBTQ-TS@dcfs.lacounty.gov">LGBTQ-TS@dcfs.lacounty.gov</a>	On or Before December 27, 2023 12:00 PM, PST



### 7.3 Proposers' Questions

- 7.3.1** Proposers may submit written questions regarding this RFP by e-mail to the DCFS RFP inbox: [LGBTQ-TS@dcfs.lacounty.gov](mailto:LGBTQ-TS@dcfs.lacounty.gov). All questions must be received by the date and time specified in Paragraph 7.2 (RFP Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.
- 7.3.2** When submitting questions, please specify the RFP, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.
- 7.3.3** Written questions received by November 20, 2023 will be read and answered during the Question and Answers segment of the Proposer's Conference. Questions submitted during the conference must be entered in the chat box and will be read and answered by County staff. No new questions may be introduced after the conference.

### 7.4 Proposers' Conference

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

**November 28, 2023**

**Time: 9:00 am, PST**

The Proposers' Conference will be held virtually via Microsoft Teams.

The detailed information regarding the Proposer's Conference will be posted on the DCFS and County websites: <http://contracts.dcfs.lacounty.gov/> and <http://camisavr.co.la.ca.us/lacobids/BidLookUpFirm.asp> on or about October 19, 2023.

Proposers will be required to sign in with their first and last name and agency's name in the chat box of the Microsoft Teams platform at the beginning of the conference to confirm attendance. The chat box feature is not available if participants call in.

**Please ensure to check the DCFS website at**

<http://dcfs.lacounty.gov/> for Event Invitation Link

## **7.5 Preparation of the Proposal**

Proposal(s) must be comprised of an electronic file(s) in Portable Document Format (PDF). The electronic PDF files must be emailed to the DCFS Inbox: [LGBTQ-TS@dcfs.lacounty.gov](mailto:LGBTQ-TS@dcfs.lacounty.gov) by 12:00 pm PST, on December 27, 2023.

A copy of a Business Proposal and a copy of a Cost Proposal are required for each SPA in which the Proposer is interested in providing services, with a maximum of four Proposals per agency. The Proposer must identify their order of preference for each SPA they are interested in providing LGBTQIA2S+ Tailored Services.

**7.5.1** All proposals must be submitted via email in the prescribed format below:

Proposers must submit two electronic PDF files in their proposal submission email(s) as follows:

**7.5.1.1** Business Proposal (Narrative, Required Forms, Exhibits 1 through 8, Corporate Documents, two years of Audited Financial Statements);

**7.5.1.2** Cost Proposal (Cover Page, Required Forms, Exhibits 9, 10 and 11);

**7.5.2** The electronic files must be titled as follows: LGBTQIA2S+ Tailored Services RFP #23-04-001; the organization's name; the SPA where the Proposer is interested in providing services; and if submitting more than one Proposals, include the order of preference (example: LGBTQIA2S+ Tailored Services RFP #23-04-001, organization's name, SPA 4, Preference No. 1).

**7.5.3** Each page must be clearly and consecutively numbered within each electronic file.

**7.5.4** Proposer must submit a separate Proposal for each SPA they are interested in providing services. For example, if an agency is interested in providing services SPA 1 and SPA 3; a Proposal for SPA 1 consisting of a Business and Cost Proposal will be required and a Proposal for SPA 3 consisting of a Business and Cost Proposal will be required.

All proposals must be submitted in the prescribed format referenced in Section 7.9- Proposal Submission of this RFP. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

**7.6 Business Proposal Requirements and Evaluation (70% - 7000 Maximum Points)**

Any reviews conducted during the evaluation of the proposal may result in a point reduction. The content and sequence of the proposal must be as follows:

**Business Proposal Format:**

**7.6.1 Table of Contents**

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

**7.6.2 Executive Summary (Section A)**

Condense and highlight the contents of the proposer’s Business Proposal to provide DCFS with a broad understanding of the proposer’s approach, qualifications, experience, and staffing.

**7.6.3 Proposer’s Qualifications (Section B) (20% - 2000 Maximum Points)**

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in this section.

**7.6.3.1 Proposer’s Background and Experience (Section B.1) (10% - 1,000 Maximum Points)**

**7.6.3.1.1** Provide a summary of relevant background information to demonstrate that the proposer meets or exceeds the minimum requirement(s) of five years of experience within the last seven years providing LGBTQIA2S+ Tailored Services in the Service Planning Areas the agency intends to provide services as stated in Section 3 Proposer’s Minimum Qualifications, subsection 3.5 of this RFP and has the capability to perform the required services as a corporation or other entity.

**7.6.3.1.2** Proposer must describe their experience in providing social services using an equity lens to the LGBTQIA2S+ children, youth and families. Proposer should describe their experience in developing and maintaining relationships with

different Community Based Organizations (CBO) and community partners such as: A) CBO: Housing Support, Substance Use Programs; Intimate Partner Violence Programs, Drop-in Centers and Community Partners such as: B) education systems, medical providers, other Los Angeles County Departments and faith-based organizations.

**7.6.3.1.3** Proposers must demonstrate five years of experience, over the last 7 years, in providing services to children, youth and families who have a history of the following: child abuse and neglect, mental health issues, substance use disorders and intimate partner violence.

**7.6.3.2 Proposer’s List of References (Section B.2) (4% - 400 Maximum Points)**

Proposer will be evaluated on the verification of references provided in Appendix B (Required Forms), Exhibit 8 (Proposer’s List of References). In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category.

Proposer must provide five references where the same or similar scope of services was provided and must include all public entities contracts for the last three years. Proposer’s completed form Exhibit 8 (Proposer’s List of References), in Appendix B (Required Forms) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer’s business proposal. Proposer may use additional sheets, if necessary. It is the proposer’s sole responsibility to ensure that information provided for each reference is accurate.

It is the proposer’s sole responsibility to ensure that information provided for each reference is accurate.

1. The County will email the references listed in Exhibit 8, Proposer’s List of References, within 5-

10 business days after the proposal submission deadline. Three attempts will be made to reach a Proposer's references during the business hours of Monday through Friday, from 8:00 am to 5:00 pm.

- a) The first attempt will be an email with a due date to respond.
  - b) The second attempt will be a second email reminding the reference contact.
  - c) The third attempt will be a phone call to the reference contact letting them know that two emails were sent from the caller.
2. County may disqualify a proposer as non-responsive and/or non-responsible if:
- a) References fail to substantiate proposer's description of the services provided; or
  - b) References fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel, or
  - c) The Department is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.

#### **7.6.3.3 Proposer's Debarment History and List of Terminated Contracts**

The County will conduct a review of proposer's terminated contracts and debarment history. Proposer must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Proposer's Debarment History and List of Terminated Contracts). Proposer's completed form Exhibit 4 (Proposer's Debarment History and List of Terminated Contracts) must be provided in Section F (Business Proposal Required Forms and Corporate Documents) of Proposer's business proposal.

#### **7.6.3.4 Proposer's Financial Capability (Section B.3) (6% - 600 Maximum Points)**

The County will conduct a review of proposer's financial capability. Proposer must provide copies of the company's most current and prior two fiscal years

financial statements, i.e. fiscal year ending 2021 and 2022. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

**7.6.3.5 Proposer's Pending Litigation and Judgments (Section B.4) (Possible Point Deductions up to 600 Points)**

The County will conduct a review of proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five years. Additionally, proposer must provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer.

**7.6.4 Proposer's Approach to Providing Required Services (Section C) (45% - 4,500 Maximum Points)**

Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in this section.

Proposer must present a description of the methodology the proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW.

Proposers responding to this RFP must address all of it outlined required elements and include the following:

**7.6.4.1** Proposer must describe how they will meet the 30-day deliverables, including the appointment of a Contractor Program Coordinator (CPC), staff clearances and trainings as indicated in the SOW, Section 14.1, subsections 14.1.1 through 14.1.7.

- 7.6.4.2** Proposer must describe how they will meet the 60-day deliverables, including the appointment of Contractor Program Navigator(s), creation of a communication strategy to promote the program, data collection, and necessary forms as indicated in the SOW, Section 14.2, subsections 14.2.1 through 14.2.13
- 7.6.4.3** Proposer must describe how they will meet the 90-day deliverables, including utilization of previous participants and initial intake procedures for qualified youth and families as indicated in the SOW, Section 14.3, subsections 14.3.1 through 14.3.6.
- 7.6.4.4** Proposer must describe how they will meet the 120-day deliverables, including the presentation of services to Emergency Response, Dependency Investigation, Continuing Services and Adoption Children Social Workers throughout DCFS as indicated in the SOW, Section 14.4, subsections 14.4.1 through 14.4.3
- 7.6.4.5** Proposer must describe how they will implement the referral process and ensure receipt of referrals, collaboration with the referring party and appropriate documentation in case files and the monthly participant log as indicated in the SOW, Section 14.5, subsections 14.5.1 through 14.5.6
- 7.6.4.6** Proposer must describe how they will ensure the completion of an intake assessment within 3 business days from the date of referral as indicated in the SOW, Section 14.6, subsection 14.6.3.
- 7.6.4.7** Proposer must describe how they will meet the requirement for intake assessments, including accurate documentation of goals, planned activities and services offered to meet the needs of the youth and their family as indicated in the SOW, Section 14.6, subsection 14.6.11.
- 7.6.4.8** Proposer must describe how they will create and maintain a waitlist of participants when program is at capacity, including ongoing communication with youth and family until accepted into the program as indicated in the SOW, Section 14.7, and subsections 14.7.1 through 14.7.6
- 7.6.4.9** Proposer must describe a plan to complete a minimum of two monthly in-person visits with all program

participants as indicated in the SOW, Section 14.8, and subsections 14.8.1 through 14.8.4

- 7.6.4.10** Proposer must describe how they will provide case management and consultation for all participants, including intake assessment, meetings, referrals and linkages, needed services and additional collaboration with community and county partners as indicated in the SOW, Section 14.9, subsection 14.9.1
- 7.6.4.11** Proposer must describe how they will ensure administrative support, including paperwork, reports, filing, scheduling and appointments as indicated in the SOW, Section 14.10
- 7.6.4.12** Proposer must describe how they provide, refer or/and link youth and their families to mental health services as indicated in the SOW 14.11, subsections 14.11.1 through 14.11.4.
- 7.6.4.13** Proposer must describe how they will provide, refer or/and link youth and their families to support group and mentorship services as indicated in the Statement of Work, Section 14.12, subsections 14.12.1 through 14.12.2
- 7.6.4.14** Proposer must describe how they will provide, refer or/and link youth and their families to Substance Abuse/Use Counseling as indicated in the SOW, Section 14.13, subsections 14.13.1 through 14.13.2.
- 7.6.4.15** Proposer must describe how they will provide, refer or/and link youth and their families to Intimate Partner Violence/Domestic Violence Services and Hate Crimes as indicated in the SOW, Section 14.14, subsections 14.14.1 through 14.14.2 and Section 14.15.
- 7.6.4.16** Proposer must describe how they will provide, refer or/and link youth and their families to Education and Career Services as indicated in the SOW, Section 14.16, subsections 14.16.1 through 14.16.5.
- 7.6.4.17** Proposer must describe how they will provide, refer or/and link youth and their families to Well-Being and Life Skills Services as indicated in the SOW, Section 14.17, subsections 14.17.1 through 14.17.6.
- 7.6.4.18** Proposer must describe how they will provide, refer or/and link youth and their families to Health and



Medical Care Services as indicated in the SOW, Section 14.18, subsections 14.18.1.

- 7.6.4.19** Proposer must describe how they will provide, refer or/and link youth and their families to Housing Resources as indicated in the SOW, Section 14.19, subsection 14.19.1.
- 7.6.4.20** Proposer must describe how they will provide, refer or/and link youth and their families to Parent/Caretaker/Family Support Team Training(s) as indicated in the SOW, Section 14.20.
- 7.6.4.21** Proposer must describe how they plan to provide, refer or/and link youth and their families to Faith Based services as indicated in the SOW, Section 14.21.
- 7.6.4.22** Proposer must describe how they will offer PRIDE events to program participants throughout their program involvement as indicated in the SOW, Section 14.23, subsections 14.23.1 through 14.23.4.
- 7.6.4.23** Proposer must describe how they will ensure accurate and appropriate data collection, including disaggregated data about youth participating in the program as indicated in the SOW, Section 15.0, and subsections 15.1 through 15.3.
- 7.6.4.24** Proposer must describe how they will engage youth in ongoing program participation, as well as recognize and acknowledge participants who graduate from the program as indicated in the SOW, Section 16.11, subsections 16.11.1 through 16.11.2.
- 7.6.4.25** Proposer must provide a plan for ensuring the timely submission of all necessary reports, including the monthly referral log, quarterly service reports and annual service reports as indicated in the SOW, Section 16.6, 16.10 through 16.15.

**7.6.5 Proposer's Quality Control Plan (Section D)  
(5% - 500 Maximum Points)**

The proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Control Plan must cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on information provided in this section.

Proposer must present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

The following factors may be included in the plan:

- 7.6.5.1** Proposer must indicate how their protocols described in their Quality Assurance Plan (QAP) will ensure uninterrupted services to DCFS in the event of work stoppage or emergent staffing shortage due to: natural disaster, pandemic, illness, vacation and absences. Monitoring methods to be used.
- 7.6.5.2** Proposer's QP must describe how they will self-monitor to ensure that all requirements of the Contract are met. Criteria: service delivery components align with the eight protective factors Framework, alignment of DCFS Shared Core Practice Model. Samples of forms to be used in monitoring.
- 7.6.5.3** Proposer's QP must include a plan to conduct customer satisfaction and program impact surveys.
- 7.6.5.4** Proposer's QP must describe how they will address and resolve performance issues as a result of inspection, corrective action plans or other identified issues.

**7.6.6 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of Statement of Work and Attachments (Section E)**

- 7.6.6.1** It is the duty of every proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements.

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix A (Sample Contract) and the Requirements of the Statement of Work outlined in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract).

It is the County's expectation that in submitting a proposal the proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, proposers are provided the opportunity to take exceptions to the County's terms,

conditions, and requirements. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

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

**7.6.6.2** Section E of proposer’s response must include:

**7.6.6.2.1** A statement offering the proposer’s acceptance of or exceptions to all terms and conditions listed in Appendix A (Sample Contract).

**7.6.6.2.2** A statement offering the proposer’s acceptance of or exceptions to all requirements listed in Exhibit A (SOW and Attachments) of Appendix A (Sample Contract); and for each exception, the proposer must provide(1) an explanation of the reason(s) for the exception;(2) the proposed alternative language; and(3) a description of the impact, if any, to the proposer’s price.

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

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

**7.6.7 Business Proposal Required Forms and Corporate Documents (Section F)**

**7.6.7.1** Proposal must include all completed, signed, and dated forms identified in Appendix B (Required Forms).

## **Business Proposal Required Forms**

Exhibit 1	Proposer's Organization Questionnaire/Affidavit
Exhibit 2	Certification of Compliance
Exhibit 3	Request for Preference Consideration
Exhibit 4	Proposer's Debarment History and List of Terminated Contracts
Exhibit 5	Declaration
Exhibit 6	Community Business Enterprise (CBE) Information
Exhibit 7	Minimum Requirements
Exhibit 8	Proposer's List of References

### **7.6.7.2 Corporate Documents**

#### **7.6.7.2.1 Corporations or Limited Liability Company (LLC):**

The proposer must submit the following documentation with the proposal:

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

#### **7.6.7.2.2 Limited Partnership:**

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

### **7.7 Cost Proposal Requirements and Evaluation (30% - 3,000 Maximum Points)**

Proposer must submit a separate Cost Proposal for each SPA for which they are submitting a proposal for, in the format described below, both as to the sequence and as to the content. Failure to comply with these

provisions may at the sole discretion of the DCFS Director, result in disqualification of the proposal.

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an obligation to engage in cost effective undertakings to achieve potential savings.

All proposers' Cost Proposals will be evaluated by subject matter experts separately from the Business Proposals. The score of the Cost Proposal will then be combined with the score of the Business Proposal to determine the overall score and ranking of each proposal submission.

### **7.7.1 Cover Page**

Cover Page must be identified as the Cost Proposal and include the Proposal name: LGBTQIA2S+ Tailored Services RFP #23-04-001; the organization's name; the SPA where the Proposer is interested in providing services; and if submitting more than one proposal, include the order of preference (example: LGBTQIA2S+ Tailored Services RFP #23-04-001, Organization, SPA 4, Preference No. 1).

### **7.7.2 Cost Proposal Required Forms**

**7.7.2.1** The Cost Proposal must include the following Required Forms:

- Exhibit 9 Pricing Sheet
- Exhibit 10 Line Item Budget
- Exhibit 11 Budget Narrative

The Proposer must ensure that all required forms are completed, signed, and dated.

### **7.7.3 Breakdown of Total Possible Points**

**7.7.3.1** The evaluation of the Cost Proposal consists of evaluation of the line item budget weighted at 75% and budget narrative weighted at 25%. Points for all criteria evaluated will be used to determine the overall score of a Cost Proposal. Evaluation of the Cost Proposal will be completed by subject matter experts.

**7.7.3.2** The line item budget, a detailed listing of funds that the proposer allocates to each cost category, will be scored to determine if the line item budget includes reasonable and sufficient proposed costs for services

listed on the Pricing Sheet and administrative costs for the term of the Contract. The proposer must ensure that all computations are correct.

**7.7.3.3** The budget narrative, explanation and description of costs within each category of services, will be scored based on the proposer's detailed explanation of the method of allocating the cost of the contract.

#### **7.7.4 Preference Points**

However, should one or more of the proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the total maximum points allocated for the Cost Proposal will be added to each proposal who requested and were granted the preference. The maximum points that can be added will be 450 points.

### **7.8 Firm Offer-Withdrawal of Proposal**

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

### **7.9 Proposal Submission**

The Proposals must state the title of the RFP: LGBTQIA2S+ Tailored Services RFP # 23-04-001; the organizations name; the SPA where the proposer plans to provide services; and if submitting more than one proposal, include the order of preference (example: LGBTQIA2S+ Tailored Services RFP #23-04-001, Organization, SPA 4, Preference No. 1). Proposals must be emailed to the DCFS Inbox:

[LGBTQ-TS@dcfs.lacounty.gov](mailto:LGBTQ-TS@dcfs.lacounty.gov) in the prescribed format below:

- 7.9.1** Business Proposal – (Narrative, Required Forms, Exhibits 1 through 8, Corporate Documents, two years of Audited Financial Statements).
- 7.9.2** Cost Proposal – (Narrative, Required Forms, Exhibit 9, 10, and 11).
- 7.9.3** Each page must be clearly and consecutively numbered within each electronic file.
- 7.9.4** Proposers must also include a redacted Business Proposal in searchable Adobe PDF format, with all confidential, proprietary and trade secret information redacted, as part of its proposal

submission. With respect to this requirement, Proposer must submit one electronic copy in searchable Adobe PDF format, with confidential, proprietary and trade secret information redacted. Proposers must specifically redact only those parts of the Business Proposal that are actual trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the proposal as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

**7.9.5** It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers will bear all risks associated with delays in deliver by any person or entity. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 7.2 (RFP Timetable), will not be accepted and returned to the sender. Only timely emailed proposals will be accepted.

**7.9.6** All proposals will be firm offers and may not be withdrawn for a period of 30 days following the last day to submit proposals.

## **8 SELECTION PROCESS OVERVIEW**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on the date outlined in Paragraph 7.2 (RFP Timetable).

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described in this RFP to select a prospective contractor.

### **8.2 Adherence to Minimum Requirements (Pass-Fail)**

County will review Exhibit 1 (Proposer's Organization Questionnaire/Affidavit), Exhibit 7 (Minimum Requirements), and Exhibit 8 (Proposer's List of References), in Appendix B (Required Forms) to determine if the proposer meets the minimum requirements as outlined in Section 3 (Proposer's Minimum Requirements) of this RFP.

Failure of the proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **Evaluation of Business and Cost Proposals**

All proposals will be evaluated based on the criteria listed in Section 7 (Business Proposal Submission Requirements and Evaluation Criteria) and will be scored and ranked in numerical sequence from high to low.

## **Determination of Highest-Overall Rated Proposer**

The County will combine each proposer's business and cost proposal evaluation score to arrive at a total cumulative (or "final") score, which will be used to determine and select the highest-overall rated proposer.

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

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

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

## **9 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

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

- 9.1.1** The request is made within the time frame identified in the solicitation document (generally within ten business days of the issuance of the solicitation document);
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a proposal.
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts either that:



**9.1.4.2** Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

**9.1.4.3** Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

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

## **9.2 Disqualification Review**

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

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

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

**9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

**9.2.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

Proposer can also be disqualified for Paragraph 5.6 (Determination of Proposer Responsibility).

## **9.3 Department's Proposed Contractor Selection Review**

### **9.3.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department will notify the remaining proposers in writing that the Department is entering negotiations with another proposer. Upon receipt of the letter, any non-selected proposer may submit a written request for a

Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

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

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Paragraph 9.3.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

### **9.3.2 Proposed Contractor Selection Review**

Any proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph 9.3.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as will be specified by the Department.

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

**9.3.2.1** The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

**9.3.2.2** The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

**9.3.2.2.1** The Department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the proposal format requirements.

- Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
- Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

**9.3.2.2.2** The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.

**9.3.2.2.3** A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

**9.3.2.2.4** Another basis for review as provided by state or federal law; and

**9.3.2.3** The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative will issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision will additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 9.4 (County Independent Review) below.

## **9.4 County Independent Review**

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

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

- 9.4.1** The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
- 9.4.2** The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 9.3.2 (Proposed Contractor Selection Review) above.

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

**APPENDIX A**

**SAMPLE CONTRACT**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**LGBTQIA2S+ TAILORED SERVICES**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
LGBTQIA2S+ TAILORED SERVICES**

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DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
LGBTQIA2S+ TAILORED SERVICES**

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**STANDARD EXHIBITS**

- A** Statement of Work and Attachments
- B** Pricing Sheet
- C** Line-Item Budget and Budget Narrative
- D** County’s Administration
- E** Contractor’s Administration
- F-1** Contractor Acknowledgment and Confidentiality Agreement
- F-2** Contractor Employee Acknowledgment and Confidentiality Agreement
- F-3** Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** User Complaint Report (UCR)
- I** Auditor-Controller Contract Accounting and Administration Handbook

**UNIQUE EXHIBITS**

**SB 1262 NONPROFIT INTEGRITY ACT OF 2004**

- J** Charitable Contributions Certification

**INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

- K** Information Security and Privacy Requirements

Sample Contract  
**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTOR  
FOR  
LGBTQIA2S+ TAILORED SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as "Contractor". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

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

WHEREAS, the County has determined that the services to be provided under this Contract are necessary to promote positive health, safety, permanency, and well-being for LGBTQIA2S+ youth residing in the County of Los Angeles; and

WHEREAS, the Contractor is a public governmental entity or non-profit social service organization founded for religious, charitable or social welfare purposes and is tax exempt under 501 (1)(3) of the Internal Revenue Code, and provides LGBTQIA2S+ Tailored Services; and

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

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

## 1 APPLICABLE DOCUMENTS

Exhibits A through K 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Sheet
Exhibit C	Line-Item Budget and Budget Narrative
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F-1	Contractor Acknowledgment and Confidentiality Agreement
Exhibit F-2	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit F-3	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	User Complaint Report (UCR)
Exhibit I	Auditor-Controller Contract Accounting and Administration Handbook

### **Unique Exhibits:**

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

Exhibit J	Charitable Contributions Certification
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#### **Information Security and Privacy Requirements**

Exhibit K	Information Security and Privacy Requirements
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This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2 DEFINITIONS

### 2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 **Chief Executive Office or Chief Executive Officer:** means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
- 2.1.3 **Contract** – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 2.1.4 **Contractor** – means the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
- 2.1.5 **County** – means the County of Los Angeles and includes the Department of Children and Family Services.
- 2.1.6 **County Information** - all Data and Information belonging to the County.
- 2.1.7 **County Program Manager** – The County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.1.8 **Data** - a subset of Information comprised of qualitative or quantitative values.
- 2.1.9 **Day or Days**, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- 2.1.10 **DCFS** - The County's Department of Children and Family Services.
- 2.1.11 **Director** - The County's Director of the Department of Children and Family Services or his or her authorized designee.
- 2.1.12 **Fiscal Year(s)** - The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.13 **Incident** - a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use,

disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

- 2.1.14 Information** - any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- 2.1.15 Information Security Program** - formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- 2.1.16 Information Technology** - any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- 2.1.17 Integrity** - the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- 2.1.18 Maximum Contract Budget** - The total of all Maximum Annual Budgets to fund services for LGBTQIA2S+ Tailored Services to Youth.
- 2.1.19 Maximum Contract Sum** - The total amount the Contractor is eligible to be paid, if the rendered services are in adherence to this contract.
- 2.1.20 Maximum Annual Contract Sum** –The total amount within the 12-month term that the Contractor is eligible to be paid, if rendered services are in adherence to this contract. Any unspent sum will not be eligible to be transferred to the next optional extended term if term is exercised.
- 2.1.21 Risk** - a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (1) the adverse impacts that would arise if the circumstance or event occurs; and (2) the likelihood of occurrence.
- 2.1.22 Statement of Work** - The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services..
- 2.1.23 Subcontract** –an agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

### **3 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

- 4.1** The term of this Contract will commence on March 1, 2025 through June 30, 2026, after execution by County's Board of Supervisors, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend the Contract term for two, one-year extension options. Each extension option will be exercised at the sole discretion of the Director, by written notice or amendment to the Contractor, provided that approval of County's County Counsel and Chief Executive Officer (CEO) is obtained prior to any such extension.
- 4.3** The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor will not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor will stop work immediately upon receipt of such written stop work notice.
- 4.5** Contractor will notify County when this Contract is within six months from the expiration of the term. Upon occurrence of this event, Contractor will send written notification to the County Program Manager, provided in Exhibit D - County's Administration.
- 4.6** The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor, for a period not to exceed six months beyond the three year term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, provided Senate Bill (SB) 855 funding is available.

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum is \$400,000, for Service Planning Area(s) XXX, for the initial term ending June 30, 2026 to provide Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, Two-Spirit, and the countless affirmative ways in which people choose to self-identify (LGBTQIA2S+) Tailored Services.

### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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

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

The Contractor will 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

### **5.5 Invoices and Payments**

**5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Sheet) and the Contractor will 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 will be due to the Contractor for that work.

- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Sheet), as submitted in the proposal, Line Item Budget, and Budget Narrative.
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

County of Los Angeles  
Department of Children and Family Services  
510 S. Vermont Avenue, 14<sup>th</sup> Floor  
Los Angeles, CA 90020

Attention: Accounting Services, Contract Accounting Section

And a duplicate copy of the invoices to:

County of Los Angeles  
Department of Children and Family Services  
Contract Section  
510 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

Attention: Jamie Estrada, County Program Manager

**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 will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5.7** Contractor must submit a monthly invoice in arrears for services rendered in the previous month. Contractor must make its best efforts to submit all invoices within 15 days of the last day of the month in which the services were rendered. Any invoices submitted more than 30 days after the last of the month the services were rendered will constitute as “past due invoice”. Past due invoices must be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding, any other provision of this Contract, Contractor and County agree that the County will have no obligation whatsoever to pay any past due invoices which are submitted more than sixty 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames will also apply to the submission of the Contractor’s final invoice.
- 5.5.8** Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.
- 5.5.9** Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.
- 5.5.10** In compliance with the Internal Revenue Service (IRS) requirements, Contractor must provide the Contractor’s Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payments, as required by the County Auditor Controller.
- 5.5.11** Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, must be returned to County by Contractor within thirty (30) days of receiving notification of such

overpayment from the County, or may be set off at County's election against future payments due to Contractor. Notwithstanding, any other provision of this Contract, contractor must return to County any and all payments, which exceeds the Maximum Annual Contract Sum for the corresponding Contract year. Furthermore, Contractor must return said payments within thirty (30) days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.

- 5.5.12** Contractor will not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures by Contractor that exceeds the Maximum Annual Contract Sum for said Contract year.
- 5.5.13** Suspension and Withholding of Payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.5.14** County and Contractor agree that this is a firm-fixed priced price Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, County will compensate Contractor, as specified in Exhibit B – Pricing Schedule, for the services set forth in Exhibit A – Statement of Work, in accordance with Section 5.5, Invoices and Payments, of this Contract.
- 5.5.15** Contractor's Budget is attached hereto and incorporated by reference herein as Exhibit C – Contractor's Line Item Budget and Budget Narrative. The line items must provide sufficient detail to determine the quality and quantity of services to be delivered. Contractor represents and warrants that the Budget is true and correct in all respects, and will deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, Contractor must amend the Budget consistent with any changes and submit the Budget to the County Program Manager for approval.

**5.5.16** Contractor, without prior approval of County, may reallocate up to a maximum of five percent of the Maximum Annual Contract Sum between categories (i.e. personnel, employee benefits, supplies, and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor must request County's approval in writing for Line Item Budget reallocations above the 5 percent maximum, which may only be increased to a maximum of ten percent, if such request is approved. In any event, such revisions must not result in any increase in the Maximum Annual Contract Sum. Such requests to County must be addressed to the County Program Manager.

**5.5.17** Contractor must limit administrative and indirect costs to 10 percent (10%) of the total expenditures of the contract funds.

**5.5.18 Local Small Business Enterprises – Prompt Payment Program**

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

**5.6 Intentionally Omitted**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

**5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

**5.7.4** At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this

requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County's Project Director**

The role of the County's Project Director may include:

**6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

### **6.3 County's Project Manager**

The role of the County's Project Manager is authorized to include:

**6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and

**6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

**6.3.3** 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.

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

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

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

#### **7.2 Project Manager**

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

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

#### **7.3 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.

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

**7.5.1** The Contractor will perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

**7.5.2** To the extent permitted by applicable law, the Contractor will screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such

background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, will conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

**7.5.3** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor will comply with County's request 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.

**7.5.4** 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.

**7.5.5** The Contractor will require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

**7.5.6** Disqualification of any member of Contractor's staff pursuant to this Section 9.0 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

**7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information

technology security and the protection of confidential records and information.

- 7.6.2** Contractor must 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor will sign and adhere to the provisions of Exhibit F-1, (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2 (Contractor Employee Acknowledgment and Confidentiality Agreement)
- 7.6.6** Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).



## **8 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 to the Contract must be prepared and executed by the contractor, DCFS, and executed by County's Board of Supervisors.

**8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director or designee.

**8.1.3** The DCFS Director or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will 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 must be prepared and executed by the contractor and by DCFSD Director, or designee.

**8.1.4** The DCFS Director, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

- a) The Amendment must be in compliance with the applicable County, State and Federal regulations.
- b) The Board of Supervisors has appropriated sufficient funds in County's budget; and
- c) The Amendment is for a decrease or an increase, of not more than ten percent.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within five business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The Contractor will use Exhibit XX -User Complaint Report as part of their policy.
- 8.5.1.3** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.4** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five business days for County approval.
- 8.5.1.5** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.6** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.1.7** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.8** Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, contractor must 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 must 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 Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 will, 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. Additionally, contractor certifies to the County:

- 8.7.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

## **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](#).

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

**8.8.2.1** 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 must have and adhere to a written policy that provides that its Employees will 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.

**8.8.2.2** For purposes of this 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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract

agreement and a copy of the Jury Service Program must be attached to the agreement.

**8.8.2.3** If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor must 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 must 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.

**8.8.2.4** Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 paragraph will be a material breach of this Contract.

**8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County 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 must 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 Participants**

**8.11.1** Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will 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 will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

### **8.12.3 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**

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

**8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to



the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five years, that contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce

the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will 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 will also apply to subcontractors of County contractors.

**8.13 Contractor’s Acknowledgement of County’s Commitment to 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor’s place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

**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 contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.14.2** 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 will during the term of this Contract, maintain 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 will 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**

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

## **8.16 Damage to County Facilities, Buildings or Grounds**

**8.16.1** The contractor will 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 must be made immediately after the contractor has become aware of such damage, but in no event later than 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The contractor must 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 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

#### **8.19 Fair Labor Standards**

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of contractor will 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 will 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 subparagraph, 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 will 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The contractor will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**8.22.5** Contractor must cause each employee performing services covered by

    this Contract to sign and adhere to Exhibit F2, Contractor's Employee Acknowledgment and Confidentiality Agreement."

**8.23 Indemnification**

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

**8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

**8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates must be provided to County not less than ten (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.

**8.24.2.3** Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

**8.24.2.5** Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
LGBTQIA2S+ Tailored Services Contract  
Administrator  
Department of Children and Family Services  
Contracts Administration Division, Section Four  
Attention: Butra Soinak – Contract Analyst  
[Contractorinsurance@dcfs.lacounty.gov](mailto:Contractorinsurance@dcfs.lacounty.gov)

**8.24.2.6** Contractor also must 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 must promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 must 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 must 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.

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

Contractor must provide County with, or contractor's insurance policies must contain a provision that County will 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 must be provided to County at least ten days in advance of cancellation for non-payment of premium and 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.

### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

### **8.24.6 Insurer Financial Ratings**

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

### **8.24.7 Contractor's Insurance Must Be Primary**



Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any contractor coverage.

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

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

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

**8.24.12 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.

**8.24.13 Separation of Insureds**

All liability policies must 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.

**8.24.14 Alternative Risk Financing Programs**

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

**8.24.15 County Review and Approval of Insurance Requirements**

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

**8.25 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 must 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must 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**

##### **8.25.4.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than

\$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

##### **8.25.4.2 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 must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Intentionally Omitted**

##### **8.25.4.5 Intentionally Omitted**

##### **8.25.4.6 Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$ 2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from

the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **8.25.4.7 Intentionally Omitted**

### **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 of \$500 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five-days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 must 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 Paragraph must 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 Paragraph 8.26.2, and must 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 must 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 will 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** Contractor certifies to the County each of the following:

**8.28.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.



that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will 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 will, at its sole option, be entitled to the sum of \$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 will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict County 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

The contractor must 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 DCFS Director, or designee will resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The contractor must notify its employees, and will 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 must 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 must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Head, or his/her designee will 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 will 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 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 will 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 will 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 must 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 will not inhibit the contractor from publishing its role under this Contract within the following conditions:

**8.37.1.1** The contractor must develop all publicity material in a professional manner; and

**8.37.1.2** During the term of this Contract, the contractor will not, and will 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 will 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 Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

**8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must 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, will 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, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must 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 will 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.

- 8.38.2** In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within 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 will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will 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 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 must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4** Contractor will be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County, CDSS, and/or the California Secretary of State to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, Contractor will forward copies of such reports to DCFS.
- 8.38.5** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph will constitute a material breach of

this Contract upon which the County may terminate or suspend 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 must provide the following information promptly at the County's request:

**8.40.2.1** A description of the work to be performed by the subcontractor.

**8.40.2.2** A draft copy of the proposed subcontract; and

**8.40.2.3** Other pertinent information and/or certifications requested by the County.

**8.40.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

**8.40.4** The contractor will 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 will 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 must forward a fully executed subcontract to the County for their files.

**8.40.7** The contractor will 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 must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

County of Los Angeles  
Department of Children and Family Services  
Contract Section  
510 S. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

Attention: Jamie Estrada, County Program Manager

- 8.40.9** Contractor will obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. Contractor will maintain and make available upon request of County Program Manager all the following documents:

**8.40.9.1** An executed Exhibit F3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

**8.40.9.2** Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Paragraph 8.25, Insurance Coverage requirements, of this Contract.

**8.40.9.3** The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This tax Identification Number will not be identical to the Contractor's Tax Identification Number.

**8.40.9.4** Contractor will provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.

**8.40.9.5** No subcontract will alter in any way any legal responsibility of Contractor to County. Contractor will

remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

**8.40.9.6** Notwithstanding any other provision of the Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

**8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 90 calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to 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 will 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 will be no less than ten 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 must:

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

**8.42.2.2** Complete performance of such part of the work as would 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 must be maintained by the contractor in accordance with 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:

**8.43.1.1** Contractor has materially breached this Contract; or

**8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

**8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five 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 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in 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 will 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 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 Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

**8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 will 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 must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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, services, 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:

**8.45.1.1** Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts

for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

**8.45.1.2** The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

**8.45.1.3** The appointment of a Receiver or Trustee for the contractor; or

**8.45.1.4** 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 Paragraph 8.45 (Termination for Insolvency) will 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, must 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 will 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 will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.



#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 will 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" will 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 ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

### **8.53 Time Off for Voting**

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

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

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

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

characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Bidder/Proposer, or a Contractor or its subsidiary or Subcontractor ("Bidder/Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has provided advice or consultation for the solicitation. A Bidder/Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Bidder/Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract. (Los Angeles County Code, Chapter 2.202).

#### **8.59 Injury and Illness Prevention Program**

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

#### **8.60 Intentionally Omitted**

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Ownership of Materials, Software and Copyright**

**9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, will execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.2.2** During the term of this Contract and for five years thereafter, the Contractor will maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time

during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and will be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

**9.2.6** All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

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

**9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained,

enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

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

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

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

**9.3.3** The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

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

#### **9.5 Data Destruction**

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

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

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

information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within ten business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.6 CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION**

### **9.6.1 Data Encryption**

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

### **9.6.2 Stored Data**

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, USB flash drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Publication Standards (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

### **9.6.3 Transmitted Data**

All transmitted (e.g. network) County, PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

**9.6.4 Certification**

The County must receive within ten business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of paragraph 9.6.1 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**9.6.5** Refer to Exhibit K for additional Storage and Transmission of County Information requirements.

**9.7 Contract Accounting and Financial Reporting**

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

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

**9.8 Contractor Alert Reporting Database (CARD)**

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

**9.9 Child Abuse Prevention Reporting**

**9.9.1** Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.

**9.9.2** Contractor will ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in

Section 11164, et. Seq. of the Penal Code. This responsibility will include:

- 9.9.2.1** A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 9.9.2.2** The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 9.9.2.3** The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

#### **9.10 Conduct of Program**

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

#### **9.11 Contract Negotiations**

- 9.11.1** Contractor will not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

#### **9.12 Contract Mandatory Meetings**

- 9.12.1** Contractor will attend Provider meetings on a monthly basis or as scheduled by the County Program Manager or designee.

#### **9.13 Contract Mandatory Orientation**

- 9.13.1** Contractor will attend a mandatory orientation that will be provided by County within 30 days of the Contract Start Date.



**9.14 Employee Benefits and Taxes**

- 9.14.1** Contractor will be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
  
- 9.14.2** County will have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor's performance hereunder.

**9.15 Former Foster Youth Consideration**

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

County of Los Angeles

Department of Children and Family Services

Attention: Division Chief, Youth Development Services Division

1933 South Broadway, 6<sup>th</sup> Floor, Los Angeles, CA 90007

[youthds@dcfs.lacounty.gov](mailto:youthds@dcfs.lacounty.gov)

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

**9.15.1.2** Contractor is exempt from the provisions of this Section if it is a governmental entity.

## **9.16 Funding Adjustments and Reallocations**

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

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

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

### **9.17 Hours of Operation**

**9.17.1** The Contractor must be available to provide services from 8:00 a.m. to 5:00 p.m., Pacific Standard Time (PST), Monday through Friday, including COUNTY holidays, and from 8:00 a.m. to 5:00 p.m., Saturday and Sunday, to maximize support for participants and ensure office access.

**9.17.2** Subcontractors' offices will be staffed in accordance with the hours of operation in Subsection 9.16.1 above.

**9.17.3** Contractor will obtain approval from the County Program Manager prior to any modification of service provider and/or service delivery site hours.

**9.17.4** Contractor will submit to the County Program Manager data outlining how client needs will be met with any requests to modify service provider and/or service delivery site hours of operation.

### **9.18 Office Location**

**9.18.1** Contractors will have an administrative office headquartered in Los Angeles County. The office will be staffed during the hours of 8:00 a.m. through 5:00 p.m., PST, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract.

**9.18.2** Within 30 days of contract start date, Contractors will have their required office location in place.

### **9.19 Use of Funds**

**9.19.1** Contractor's cost allocation plan will be developed in accordance with the principles included in OMB Title 2 of the CFR or any

publication that supersedes the OMB circulars, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit I).

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

**9.19.3** Any costs for services provided outside of the pre-approved hours in accordance with Exhibit A, Statement of Work, Scope of Work and the Summary of Budget Guidelines will be deemed an in-kind contribution. In-kind contributions will be provided at the expense of the Contractor and are not reimbursable.

**9.19.3.1** Prior to the Contractor providing in-kind contributions, the Contractor will submit a written request to the County's Program Manager requesting written consent to provide in-kind contributions.

## **9.20 Shred Documents**

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

**9.20.2** Documents for record and retention purposes in accordance with Section 8.38, Record Retention and Inspection-Audit Settlement, of this Contract are to be maintained for a period of five years.

## **10 Survival**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)  
Paragraph 2 (Definitions)  
Paragraph 3 (Work)  
Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)  
Paragraph 7.6 (Confidentiality)  
Paragraph 8.1 (Amendments)  
Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)  
Paragraph 8.6.2  
Paragraph 8.19 (Fair Labor Standards)  
Paragraph 8.20 (Force Majeure)  
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue) Paragraph 8.23 (Indemnification)  
Paragraph 8.24 (General Provisions for all Insurance Coverage)  
Paragraph 8.25 (Insurance Coverage)  
Paragraph 8.26 (Liquidated Damages)  
Paragraph 8.34 (Notices)  
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)  
Paragraph 8.42 (Termination for Convenience)  
Paragraph 8.43 (Termination for Default)  
Paragraph 8.48 (Validity)  
Paragraph 8.49 (Wavier)  
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))  
Paragraph 9.2 (Ownership of Materials, Software and Copyright)  
Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)  
Paragraph 10 (Survival)

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

BRANDON T. NICHOLS, DIRECTOR  
Department of Children and  
Family Services

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

Title \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
DAWYN R. HARRISON, COUNTY COUNSEL

By: \_\_\_\_\_ Date: \_\_\_\_\_

David Beudet, Senior Deputy County Counsel

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM  
STATEMENT OF WORK**



COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM

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# **LGBTQIA2S+ TAILORED SERVICES TO YOUTH SERVICES PROGRAM**

## **STATEMENT OF WORK**

### **SECTION A INTRODUCTION**

#### **1.0 PREAMBLE**

The County of Los Angeles (COUNTY) seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's Strategic Plan, Vision, Mission, Values, Goals and Performance Outcomes.

The COUNTY's vision is to improve the quality of life in the COUNTY by providing responsive, efficient, high quality, and culturally competent public services that meet the needs of marginalized and underserved communities, and promote the self-sufficiency, well-being, and prosperity of individuals, families, business, and communities. This philosophy of teamwork and collaboration is anchored in the COUNTY's shared values of: 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the COUNTY's Strategic Plan's three Goals: 1) Make Investments that Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, community and contracting partners.

### **SECTION B PROGRAM FOUNDATION**

#### **2.0 BACKGROUND/OVERVIEW**

LGBTQIA2S+ youth are overrepresented in foster care and face higher risks of harm, negative health/mental health outcomes, and poor safety, wellbeing, and permanency outcomes. They often experience rejection from families, caregivers, peers, and communities, leading to increased risks of suicide, substance use, and homelessness. Studies show that LGBTQIA2S+ youth in foster care have higher odds of suicide attempts, being kicked out or running away due to their LGBTQIA2S+ identity. Family rejection also contributes to suicide attempts among LGBTQIA2S+ youth.

Transgender, non-binary, and LGBTQIA2S+ youth of color face amplified bias and discrimination within child welfare systems due to their sexual orientation, gender identity, and/or gender expression. These youth experience more out-of-home care placements and unfavorable treatment. To address these issues, the Los Angeles County Department of Children and Family Services (DCFS) designed a multidisciplinary approach that prioritizes the unique needs of LGBTQIA2S+ youth, employing culturally responsive and trauma-informed strategies to support healthy family reunification, safe and affirming placements, and addressing the needs of LGBTQIA2S+ youth and families.

### **3.0 THE PROTECTIVE FACTORS**

The eight Protective Factors listed below are the foundation of the Strengthening Families approach. Extensive research supports the common-sense notion that when these Protective Factors are present and robust in a family, the likelihood of child-abuse and neglect diminishes.

- 3.1** Parental resilience
- 3.2** Social connections
- 3.3** Knowledge of parenting and child development
- 3.4** Concrete support in times of need
- 3.5** Social and Emotional Competence of Children
- 3.6** Nurturing and Attachment
- 3.7** Economic Development
- 3.8** Social & Emotional Competence of Adults

Refer to Strengthening Families Protective Factors Framework at the Center for the Study of Social Policy's Strengthening Families™ Approach at <https://www.cssp.org/> for more information, including descriptions of the above Protective Factors.

### **4.0 DEFINITIONS**

The following words defined under this Statement of Work (SOW) are for reference only and are not intended to solely define the scope of any provision herein. The following words and phrases must be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used:

- 4.1 AFFIRMING BEHAVIORS** – Approaches that validate LGBTQIA2S+ identities and create an inclusive space for all. Affirming behaviors/practices have been shown to lead to more favorable outcomes for LGBTQIA2S+ children and youth and are critical during the coming out process.

- 4.2 ASEXUAL** – Not sexually attracted to anyone and/or no desire to act on attraction to anyone. Does not necessarily mean sexless. Asexual people sometimes do experience affectional (romantic) attraction.
- 4.3 BISEXUAL** – Attracted to people of one’s own gender and people of other gender(s). Two common misconceptions are that bisexual people are attracted to everyone and anyone, or that they just have not “decided.” Often referred to as “bi.”
- 4.4 CAREGIVER** – A person who officially takes a child into their family for a period of time, without becoming the child’s legal parent or guardian.
- 4.5 CHILD AND FAMILY TEAMS (CFT)** – The CFT process is a solution-focused approach meant to draw on the family’s history of protection and ability to solve problems. The information assists families develop their vision for their future and assists them in gathering a formal and informal support network (team) that must be available to them after termination of formal services. An effective CFT meeting continues the process of engagement with the family, child and/or youth, Non-minor Dependent, and/or caregivers, and provides a process for transparent communication. Children’s Social Workers (CSW) certified at the level of facilitator coordinate CFTs. Supervising CSWs certified at the level of Case Coach, guide this teamwork and assist the CSW with their practice.
- 4.6 CHILDREN’S SOCIAL WORKER (CSW)** – Social workers employed by DCFS who manage caseloads of children who are under the care and supervision of DCFS and receiving child welfare services.
- 4.7 CISGENDER** – Denoting or relating to a person whose sense of personal identity and gender corresponds with their birth sex.
- 4.8 COMING OUT** – The process of acknowledging one’s sexual orientation and/or gender identity or expression to oneself or other people.
- 4.9 CONTRACTOR** – The sole proprietor, partnership, or other person or entity that has entered into this CONTRACT with the COUNTY.
- 4.10 CONTRACTOR’S PROGRAM COORDINATOR (CPC)** – CONTRACTOR’S officer or employee responsible for administering the contract in accordance with the SOW, and responsible for managing, overseeing, supervising all other staff employed or engaged to service LGBTQIA2S+ YOUTH SPECIFIC SERVICES PROGRAM participants, as more fully described in Section 6 of this CONTRACT.

- 4.11 CONTRACTOR'S PROGRAM NAVIGATOR(S) (CPN)** – CONTRACTOR'S designated staff person responsible for supporting LGBTQIA2S+ youth, navigating sensitive issues that disproportionately impact LGBTQIA2S+ individuals and communities, coordinating immediate support/services to LGBTQIA2S+ youth in crisis; supporting youth and caregivers during the coming out process; providing parent support and affirming parenting skills and coaching; helping parents, caregivers, legal guardians and resource parents structure positive time with their child(ren); planning affirming family activities; completing reports; maintaining records; providing case consultation, training and education, and referrals/linkages to DCFS staff and program participants; provide services in the primary language of the children, youth, and families being served.
- 4.12 COUNTY** – County of Los Angeles with approved authority through the five-member Board of Supervisors.
- 4.13 COUNTY PROGRAM MANAGER (CPM)** – The DCFS staff person responsible for daily management of the Contract operation and oversight of monitoring activities, compliance with the requirements of the Contract and the delivery of services.
- 4.14 DCFS** – County of Los Angeles Department of Children and Family Services.
- 4.15 DCFS LGBTQ+ PROGRAM MANAGER** – The DCFS staff person appointed to oversee the Office of Equity LGBTQ+ Program and whose approval is required to change, modify, enhance and amend LGBTQIA2S+ Toolkits and related Training.
- 4.16 FAMILY MAINTENANCE (FM)** – Time-limited services to maintain children and youth with one or more parents while addressing safety concerns. FM services can be court-supervised or pursuant to a voluntary contract.
- 4.17 FAMILY REUNIFICATION (FR)** – Activities designed to provide time limited foster care services to prevent or remedy neglect, abuse, or exploitation. The child remains in temporary foster care while services are provided to reunite/reunify the family.
- 4.18 FOSTER CARE** – Substitute care for children and youth placed away from their parents or guardians for whom the County has placement and care responsibility, as stated in a Juvenile Court order. This includes, but is not limited to, placements in foster family homes, foster homes or relative homes, non-related extended family member homes, group homes, residential facilities, and pre-adoptive homes.

- 4.19 GAY** – Generally refers to a man who is attracted to men. Sometimes refers to all people who are attracted to people of the same gender identity; sometimes “homosexual” is also used, although this term is seen by many today as a medicalized term that should be retired from common use.
- 4.20 GENDER IDENTITY** – An individual’s internal sense of being male, female, some of both, or neither.
- 4.21 HOUSING** – Affordable and stable living arrangements for Transition Aged Youth (TAY).
- 4.22 INDEPENDENT LIVING PROGRAM (ILP) SERVICES** – A comprehensive, youth-driven, individualized, outcome-focused approach to independent living.
- 4.23 INTERSEX** – A general term used for a variety of genetic, hormonal, or anatomical conditions in which a person is born with a reproductive or sexual anatomy that doesn’t seem to fit the typical definitions of female or male. Some intersex individuals identify as transgender or gender variant; others do not. (Note: hermaphrodite is an obsolete term that is not currently considered appropriate).
- 4.24 LGBTQIA2S+** - is an acronym used to represent the diverse identities of lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual/aromantic, two-spirit, and other gender and sexual minority communities. The "+" symbol acknowledges other identities and expressions not included in the acronym and the ongoing evolution of language and understanding around gender and sexual diversity.
- 4.25 LESBIAN** – A woman who is attracted to women. Sometimes also or alternately “same-gender-loving woman” or “woman loving woman.” See also Gay.
- 4.26 NON-BINARY** – Non-binary or genderqueer is an umbrella term for gender identities that are neither male nor female; identities that are outside the gender binary.
- 4.27 OUT-OF-HOME CARE** – The placements and services provided to children and families when children must be removed from their homes because of child safety concerns, as a result of serious parent-child conflict, or to treat serious physical or behavioral health conditions which cannot be addressed within the family.
- 4.28 PANSEXUAL** – Attracted to people regardless of gender. Sometimes also or alternately “omnisexual” or “polysexual.” See also Bisexual and Queer.

- 4.29 PARTICIPANT** – Referred children, youth, current or former TAY, parents, caregivers, legal guardians, resource parents, supportive adults, etc., receiving LGBTQIA2S+ Tailored Services from the CONTRACTOR.
- 4.30 PERMANENCY** – Decisive, time-limited, and goal-oriented activities to maintain children within their families of origin or place them with other permanent families.
- 4.31 PRONOUN(S)** – A pronoun is a word that takes place of a noun or name (common pronouns include she/her/hers, he/him/his, they/them/theirs).
- 4.32 QUALITY ASSURANCE** – Method of quality assurance and improvement that takes the results of periodic reviews and monitoring and uses them to make timely changes in relevant work processes, as needed, to improve Performance Outcomes, specified under Exhibit A-4 of this CONTRACT.
- 4.33 QUEER** – Traditionally a derogatory term, yet reclaimed and appropriated by some LGBTQ individuals as a term of self-identification. It is an umbrella term which embraces a matrix of sexual preferences, gender expressions, and habits that are not of the heterosexual, heteronormative, or gender-binary majority. It is not a universally accepted term by all members of the LGBTQ community, and it is often considered offensive when used by heterosexuals.
- 4.34 QUESTIONING** – One who may be unsure of, reconsidering, or choosing to hold off identifying their sexual identity or gender identity or gender expression.
- 4.35 RESOURCE PARENT OR FAMILY** – California’s new term for caregivers who provide out-of-home care for children in foster care. They may be related to the child, have a familiar or mentoring relationship with the child, or no previous relationship with the child.
- 4.36 SELF-SUFFICIENCY/SELF-SUFFICIENT** – A TAY’s ability to manage personal affairs, make good judgments, and provide for oneself.
- 4.37 Service Planning Area (SPA)** – A concept developed early in the DCFS business structure. With the evolution of Service Bureaus in the DCFS business structure, the geographic relationship between the 2 area structures has become less and less similar. There are currently 8 SPAs.
- 4.38 SEX/SEX ASSIGNED AT BIRTH** – The sex (male or female) assigned to a child at birth, most often based on the child’s external anatomy. Also referred to as birth sex, natal sex, biological sex, or sex.

- 4.39 SEXUAL ORIENTATION** – Describes to whom a person is sexually attracted. Some people are attracted to people of a particular gender; others are attracted to people of more than one gender. Some are not attracted to anyone.
- 4.40 SOGIE** – Sexual Orientation, Gender Identity and Expression (SOGIE).
- 4.41 STATEMENT OF WORK** – A document describing the requirements for the services to be provided under this CONTRACT, the deliverables associated with these services, and the relationship between the COUNTY (DCFS) and CONTRACTOR throughout the term of the CONTRACT.
- 4.42 TRANSGENDER** – A person whose gender identity differs from their sex assigned at birth. A male to female transgender person would be defined as a transgender woman. A female to male transgender person would be defined as a transgender man. Transgender might include a person who identifies as non-binary, or a third gender, outside of traditional male or female identities.
- 4.43 TRANSITION(ING)** – The process by which a person begins to develop and assume a gender expression that more closely aligns with their gender identity; this may or may not include medical intervention.
- 4.44 TRANSITION AGE YOUTH (TAY)** – Foster youth between the ages of 16 and 25, who have not achieved permanency (return to home to parent, legal guardianship, or adoption).
- 4.45 TWO-SPIRIT/2S** – A person who identifies with the Native American tradition of characterizing certain members of the community as having the spirit of both the male and female genders.
- 4.46 VOLUNTEERS** – People who work with or assist CONTRACTOR but do not receive monetary compensation for their volunteer work.
- 4.47 WELL-BEING** – A state of mental and physical health, including the ability to realize goals, form and sustain supportive relationships, access medical care and mental health services if needed, and the ability to access and successfully utilize educational and vocational opportunities.

## **5.0 SERVICE GOALS**

- 5.1** CONTRACTOR must provide services designed to improve outcomes for LGBTQIA2S+ children, youth, current and former TAY who have been brought to the attention of DCFS, by connecting them to affirming services



and supports, which must allow them to remain safely in their homes, and placements, and support them as they transition out of care.

- 5.2** CONTRACTOR must provide core services including mental health, physical health and medical care, leadership programs, mentorship, legal aid/assistance, education and advocacy, peer support, social activities and independent living skills including acquiring and maintaining employment and safe and stable housing.

## **6.0 SERVICE OBJECTIVES**

- 6.1** The services required under this CONTRACT must be tailored to improving outcomes for LGBTQIA2S+ children and youth in care by connecting youth to affirming services and supports aimed at achieving Well-Being and safety, as well as addressing the negative outcomes described in Section 2.0 of this SOW. The services described herein are also intended to develop, strengthen, and enhance protective factors to ensure the safe transition of LGBTQIA2S+ children and youth who are reunified with their families, and help LGBTQIA2S+ children and youth with their families establish community and social networks to promote post-reunification stability.
- 6.2** The purpose of LGBTQIA2S+ TAILORED SERVICES PROGRAM is to keep LGBTQIA2S+ children and youth safe, enhance their Well-Being, and achieve better outcomes.
- 6.3** The delivery of LGBTQIA2S+ TAILORED SERVICES PROGRAM must be designed to achieve the following objectives: (1) Strengthen attachment between children, youth, TAY, and their parents, siblings, legal guardians, and supportive adults; (2) Promote FM, FR, or out-of-home care; (3) Promote Well-Being; (4) Help parents and legal guardians learn affirming behaviors and practice how to nurture and connect with LGBTQIA2S+ child(ren), youth, and TAY in a culturally relevant and respectful way and in accordance with the family's cultural and/or religious framework and customs; (5) Link either parents or legal guardians or supportive adults to supports that must help them build protective capacities and change behaviors or conditions that impacted their child(ren) and resulted in them being involved with child welfare services; (6) Develop emerging Queer Youth Leaders; (7) Assist TAY to be self-sufficient; and (8) Help DCFS staff embrace and execute their role in identifying LGBTQIA2S+ children, youth, and young adults, assessing their individual needs and linking and/or referring them to supportive services, collaborating in case consultations, CFTs, receiving Training and Education, as necessary, to better serve LGBTQIA2S+ youth.
- 6.4** LGBTQIA2S+ Tailored Services must also enhance affirming behaviors in parent(s), legal guardian(s), and supportive adults. Affirming behaviors have

been shown to lead to more favorable outcomes for LGBTQIA2S+ youth, children, and young adults, and facilitate the coming out process. Objectives must be achieved by: (1) Case Consultation; (2) Training and Education; and (3) Linkages and Referrals, all as more fully defined herein under Section 14.0 –Scope of Work of this SOW.

## **7.0 TARGET POPULATION**

**7.1** In general, the target population are LGBTQIA2S+ children, youth and TAY ages five through 20, who are receiving case management services and have an open case with DCFS due to allegations of abuse or neglect:

**7.1.1** Parents, legal guardians, resource parents, caregivers and families who are caring for an LGBTQIA2S+ identified child, youth, TAY, as well as those who express or display a need for knowledge and coaching on learning affirming behaviors and practice nurturing and connecting with LGBTQIA2S+ child(ren) in a culturally relevant and respectful way.

**7.2** The criteria for LGBTQIA2S+ services are:

**7.2.1** LGBTQIA2S+ children, youth, TAY, and families, who have been assessed by a DCFS CSW, or other COUNTY staff working with the family, and after discussion have been determined to benefit from these contract services;

**7.2.2** CONTRACTOR must accept all referrals made by DCFS CSWs on behalf of LGBTQIA2S+ children, youth, and TAY, who meet program criteria;

**7.2.3** CONTRACTOR must accept all referrals from youth who self-refer, who have an open DCFS, as described in sections 7.2.1 and 7.2.2 above;

**7.2.3.1** When a youth self-refers to participate in the LGBTQIA2S+ program, CONTRACTOR must notify the assigned DCFS CSW within 3 days of the referral.

**7.2.3.2** CONTRACTOR must also inform the CPM to ensure that the youth qualifies for the program and is appropriately documented.

## **8.0 COUNTY'S RESPONSIBILITIES**

- 8.1** The COUNTY will provide a CPM to coordinate the delivery of the services of this Contract with the CPC.
- 8.2** The CPM will have full authority to monitor CONTRACTOR's performance day-to-day and in the general operation of this CONTRACT.
- 8.3** The CPM is the primary point of contact and will provide guidance to the CONTRACTOR in areas relating to Continuous Quality Improvement (CQI), DCFS policy, procedural requirements, and other information related to services provided under the LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM CONTRACT.
- 8.4** A listing of DCFS Regional offices, is included in Exhibit A-2 with DCFS Office Locations.
- 8.5** The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this CONTRACT.
- 8.6** The CPM may, at their sole discretion, direct the CONTRACTOR to remove any of its staff persons whom the CPM determines has performed acts that are inimical to the interest of children or that otherwise made it inappropriate for such persons to be assigned to the provision of the Contract services.
- 8.7** The CPM will monitor CONTRACTOR's performance under this CONTRACT using the CQI procedures specified in this SOW. All monitoring will be conducted in accordance with Part I, COUNTY'S Quality Assurance Plan, of the CONTRACT, and using other measures at the CPM's discretion.

## **9.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

As required in the Contract, Section 7, Administration of Contract, CONTRACTOR must provide a CPC, and a minimum of three CPNs.

- 9.1** The CPC will be responsible for CONTRACTOR'S day-to-day activities, and daily management of CONTRACT operation, and for overseeing the work to be performed by CONTRACTOR as defined in this SOW.
- 9.2** The CPC will oversee all staff (full-time and part-time), interns, and volunteers assigned to work on this CONTRACT, and coordinate with the CPM on a regular and as-needed basis.

- 9.3** The CPC will be responsible for administering and overseeing the LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM provided under this CONTRACT.
- 9.4** The CPC will serve as a liaison between DCFS and LGBTQIA2S+ youth, children and families receiving services under this CONTRACT
- 9.5** The CPC must be available during the COUNTY's regular business hours, Monday through Friday, from 8:00 A.M. to 5:00 P.M. Pacific Standard Time (PST), to respond to COUNTY inquiries and must have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract.
- 9.6** Program Navigator (CPN)
  - 9.6.1** The CPN will oversee 30 program participants during the month.
  - 9.6.2** The CPN(s) will support LGBTQIA2S+ youth and navigate sensitive issues that disproportionately impact LGBTQIA2S+ individuals and communities, including:
    - 9.6.2.1** Health/medical/psychological/psychiatric concerns;
    - 9.6.2.2** Coordination of immediate support/services to LGBTQIA2S+ youth in crisis, including during the coming out process;
    - 9.6.2.3** Provide parent support and affirming parenting skills coaching;
    - 9.6.2.4** Assist parents or legal guardians structure positive time with their child(ren);
    - 9.6.2.5** Plan affirming family activities;
    - 9.6.2.6** Complete reports and maintain participant's records;
    - 9.6.2.7** Provide services in the primary language of the children, youth, and families being served; and
    - 9.6.2.8** The CPN(s) must provide electronic and in-person case consultation, training, and education to regional offices, and establish telephone and in-person office hour availability to maximize access for participants and DCFS staff.
- 9.7** CONTRACTOR's staff and volunteers must comply with the confidentiality provisions of Exhibit A-5, DCFS Procedural Guide 1200-500.01, LGBTQIA2S+ Children/Non-minor Dependents, dated 2/28/20, in carrying out all of the activities, tasks, and deliverables required.

- 9.8** CONTRACTOR must furnish staff with all equipment and supplies including, but not limited to cell phones, computers, software, internet access, and encryption services.
- 9.9** CONTRACTOR must ensure that staff and volunteers access COUNTY emails and documents only from equipment issued by CONTRACTOR. Staff and volunteers are not allowed to access COUNTY email(s) and documents from personal devices or equipment that were not issued by CONTRACTOR.
- 9.10** CONTRACTOR must safeguard sensitive, confidential, and identifying information of participants, including but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), Medical Information (MI), DCFs case or referral information, and protect from advertent or inadvertent dissemination of same.
- 9.11** CONTRACTOR must obtain COUNTY'S prior written permission to use COUNTY'S data and information for any purpose or project other than described in this SOW.
- 9.12** CONTRACTOR must timely identify, detect, protect, respond, mitigate, and prevent against any intentional or accidental unauthorized acquisition, access, use, modification, disclosure, loss or damage of County data and information.
- 9.13** CONTRACTOR must immediately inform the CPM upon discovery or reasonable belief of unauthorized access, exposure, acquisition, disclosure, compromise, or loss of COUNTY data and information, including confidential and identifying participant information.
- 9.14** CONTRACTOR must report an actual or suspected breach of information to law enforcement or other agencies in accordance with applicable Federal, State, local, and County data and information protection rules, laws, regulations, mandates, ordinances, standards, best practices, guidelines, directives, policies and procedures.
- 9.15** CONTRACTOR must return or destroy (and provide written confirmation thereof) thoroughly and irretrievably all COUNTY data and information in any form, format or medium, upon termination or expiration of this CONTRACT. COUNTY data and information (electronic and hard copy) must be properly purged, cleared, shredded, sanitized, or destroyed in a way that renders it unusable, unreadable, or undecipherable.
- 9.16** CONTRACTOR must inform the CPM if any of its staff or staff persons' immediate family members have been, become, or are the subject of a DCFS referral or case.

- 9.17 CONTRACTOR must not schedule or conduct any meetings or negotiations under this CONTRACT on behalf of the COUNTY or DCFS.
- 9.18 CONTRACTOR must respond to all calls, texts, emails and/or reports from the CPM regarding CONTRACTOR's performance within three (3) business days.
- 9.19 CONTRACTOR must work with the CPM to help resolve any potential areas of noncompliance with contractual obligations before a problem occurs.
- 9.20 CONTRACTOR must maintain the flow of information between CONTRACTOR and COUNTY, and initiate communication with COUNTY, in good faith, when potential or actual problems arise.
- 9.21 CONTRACTOR agrees that any work performed outside the scope of this SOW must be deemed a gratuitous act on the part of CONTRACTOR.
- 9.22 CONTRACTOR must have no claim against COUNTY, unless as required in this SOW, or as instructed in writing by the CPM.
- 9.23 CONTRACTOR must provide a language interpretation service such as Language Line or a participant pre-approved by CPM or designee who is fluent in the language of the family.

## **10.0 CONTRACTOR'S STAFF QUALIFICATIONS AND REQUIREMENTS**

- 10.1 The Contractor's CPC must have a Bachelors' degree in psychology, child development, social work, sociology, or related field and a minimum of five years' lived expertise as an LGBTQIA2S+ youth in foster care, or five years' experience providing tailored services to LGBTQIA2S+ children, youth, and families, training staff and volunteers on affirming practices, as well as, best practices for working with LGBTQIA2S+ populations, awareness of LGBTQIA2S+ affirming language and issues unique to LGBTQIA2S+ individuals and communities, supporting caregivers and youth during the coming out process, and overseeing program staff and volunteers.
- 10.2 The Contractor's CPNs must have a high school diploma and three years' lived experience as an LGBTQIA2S+ youth in foster care, or three years' experience providing tailored services to LGBTQIA2S+ children, youth, and families, training staff and volunteers on affirming practices as well as best practices for working with LGBTQIA2S+ populations, awareness of LGBTQIA2S+ affirming language and issues unique to LGBTQIA2S+

individuals and communities, supporting caregivers and youth during the coming out process, and overseeing program staff and volunteers.

**10.3** CONTRACTOR must:

**10.3.1** Employ staff who are Black/African American, Indigenous, People of Color, LatinX, and/or who identify as LGBTQIA2S+.

**10.3.2** Ensure criminal clearances with subsequent arrest notification and background checks have been conducted for all CONTRACTOR's staff, interns, and volunteers, prior to beginning and continuing work under this CONTRACT. The cost of such criminal clearances and background checks is the responsibility of the CONTRACTOR.

**10.3.3** Have a policy requiring staff to immediately self-report any arrest or subsequent arrest or conviction (excluding minor traffic accidents) and any child welfare involvement of self or immediate family members prior to hiring to avert not passing criminal clearances and background checks, as well as, during the course of paid or unpaid employment. Any reports must be disclosed to the CPM immediately.

**10.4** CONTRACTOR'S staff that do not pass criminal and background checks, and for whom an exemption has not been granted, cannot perform work under this CONTRACT.

**10.5** Maintain copies of Criminal Records Statement (LIC508B Form). This is the self-disclosure form which can also function as an affidavit.

**10.6** Ensure staff, interns, and volunteers providing services, provide services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community serviced.

**10.7** Ensure that staff, interns, and volunteers, demonstrate affirming behaviors, employ best practices for working with LGBTQIA2S+ populations, utilize LGBTQIA2S+ affirming language and possess an awareness of the coming out process and issues unique to LGBTQIA2S+ individuals and communities.

**10.8** Ensure staff, interns, and volunteers adhere to the factors contributing to disparity and disproportionality by:

- 10.8.1** Focusing attention on underserved communities by developing recommendations and strategies to more effectively meet the needs of marginalized and overrepresented populations in the child welfare system, including Black/African American, and LGBTQIA2S+ individuals and communities;
  - 10.8.2** Identifying opportunities to reduce implicit bias and increase racial and cultural equity;
  - 10.8.3** Providing training which includes guidance on cultural humility and trauma-informed practice;
  - 10.8.4** Actively engaging staff (full-time and part-time), interns, and volunteers, and faith-based and community-based partners, in understanding how family engagement, organizational planning and decision-making activities are impacted by issues of disparity and disproportionality; and
  - 10.8.5** Utilizing and expanding community and cross-sector partnerships.
- 10.9** Ensure staff, interns and volunteers providing direct services to LGBTQIA2S+ children, youth, and families adhere to Exhibit A-5, DCFS Procedural Guide 1200-500.01, LGBTQIA2S+ Children/Non-minor Dependents, dated 2/28/20, Exhibit A-6, Communication Campaign - 6 Places to Share Your Personal Pronouns Infographic and Exhibit A-7, Department of Human Resources Transgender Awareness Glossary of Terms, in addition to other affirming practices
- 10.10** Report serious behavior incidents, serious injuries, and one hundred percent of suspected child abuse and neglect incidents immediately to the CPM, assigned DCFS CSW, the DCFS Child Protection Hotline at (800) 540-4000, and local law enforcement agencies, followed by a written Suspected Child Abuse Report (SCAR) to the Child Protection Hotline within 36 hours of the verbal report.
- 10.11** Notify the CPM immediately when key staff persons are terminated and the reason(s) for the termination to ensure no interruption of services occur as a result of any changes in staffing
- 10.12** Services performed under this CONTRACT must not be provided by any staff, intern, or volunteer while under the influence of any alcoholic beverages, legal or illegal drugs, or other substances, or in a state of severe withdrawal.



- 10.13** Maintain the following documentation in the employment files of staff providing program services. Should the need arise for the CPM to request copies of these documents at a later point in time but during the contract term, Contract must provide no later than five business days upon request of the CPM. Such documentation includes, but is not limited to:
- 10.13.1** All supervision and training (including hours and topics) relevant to the services to be provided under this CONTRACT;
  - 10.13.2** Annual evaluations on service delivery skills, quality and quantity of work produced, and attendance;
  - 10.13.3** Copies of resumes, degrees, and professional licenses; and
  - 10.13.4** Criminal clearances including Subsequent Arrest Notifications.
- 10.14** Training and Education includes facilitating LGBTQIA2S+ trainings and providing toolkits to staff to educate community-based organizations that provide essential services for all youth, irrespective of SOGIE (homelessness support, for example), so that agencies can be better equipped to meet the specific needs of LGBTQIA2S+ young people. Training and Education must include the following:
- 10.14.1** Providing individualized training and education support, as needed, to DCFS staff, parents, caregivers, and providers to better meet the needs of LGBTQIA2S+ children and youth;
  - 10.14.2** Disseminating existing LGBTQIA2S+ toolkits or developing new toolkits. NOTE: The DCFS Office of Equity must provide approval before any changes or enhancements are made to the LGBTQIA2S+ Program toolkit(s) and any related training;
  - 10.14.3** Utilizing meetings, webinars, or case consultation to provide/offer training and education;
  - 10.14.4** Identifying and sharing research, quality resources, professional development on preventing bullying, sexual harassment, and electronic aggression; improving school connectedness; promoting parent engagement; and supporting groups of youth at disproportionate risk;

- 10.14.5** Facilitating webinars and promoting online professional development, for a minimum of three offerings per fiscal year, commencing on the CONTRACT start date;
  - 10.14.6** Providing online tools where LGBTQIA2S+ partners and allies can share resources, success stories, and ask and answer questions;
  - 10.14.7** Creating, collaborating with, and/or coordinating structured, scheduled peer learning coaching communities where staff meet regularly around a core topic for a specified amount of time to increase knowledge, capacity, or services in a particular area (e.g., expansion of housing services, serving emerging populations);
  - 10.14.8** Identifying and cultivating the use of a peer-to peer platform specifically for LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM staff to share resources and supports;
  - 10.14.9** CONTRACTOR must coordinate referrals or linkage to County Counsel and/or other agencies charged with investigating or addressing discrimination based on protected class; and
  - 10.14.10** CONTRACTOR must provide training programs for all new employees and continuing in-service training for all employees; including the Safety Culture, Shared Core Practice Model and Strengthening Families.
- 10.15** CONTRACTOR must participate and collaborate with DCFS' Continuous Quality Improvement (CQI) Division to implement the shared Core Practice Model to measure practice and system improvement work.
- 10.16** Schedule and facilitate ongoing case conferences, group supervision and quarterly meetings with staff, volunteers and interns, for purposes of training, reflection, restoration, and recreation related to the deliverables, service objectives, and tasks required under this SOW.
- 10.17** CONTRACTOR'S staff, volunteers, and interns must be trained in, trauma informed and the different court systems involved in the lives of LGBTQIA2S+ children, youth, and families.

## **11.0 HOURS OF OPERATION**

- 11.1** CONTRACTOR must be available during the County's business hours, 8:00 am to 5:00 pm, PST Monday through Friday, including County holidays, and from 8:00 am to 5:00 pm, PST, Saturday and Sunday.

**11.2** CONTRACTOR must obtain approval from the CPM five business days prior to any service interruption, unless emergent in nature.

## **12.0 MULTIDISCIPLINARY TEAMS & INFORMATION SHARING**

The CONTRACTOR's staff must participate in Multidisciplinary Teams (MDT), as needed, to support LGBTQIA2S+ participants. The LGBTQIA2S+ MDT must be comprised of one COUNTY designee and at least one CONTRACTOR designee, in compliance with the Welfare and Institutions Code (WIC) that allows disclosure and/or exchange of otherwise confidential information regarding a family through the formation of a MDT. The CONTRACTOR'S staff designated to participate in MDT must be trained in the prevention, identification and/or treatment of child abuse and neglect. The purpose of the MDT is to share information pertinent to the prevention and treatment of child abuse and neglect, and specifically that of LGBTQIA2S+ children and youth. This information may be shared amongst the MDT members during a telephonic or electronic MDT conference.

## **13.0 MANDATORY MEETINGS**

### Monthly Meetings

**13.1** CONTRACTOR must organize and plan a monthly, two-hour coaching meeting with DCFS LGBTQIA2S+ Champions and DCFS Office of Equity staff. The purpose of the meetings will be to communicate child-welfare legislation, mini trainings and discussions around affirming services and practices, and advancing equity for LGBTQIA2S+ youth and young adults in the child welfare system.

**13.1.1** Agenda for Coaching meeting must be submitted to CPM ten business days before meeting for approval and recommended revisions.

**13.1.2** Coaching meeting to be held using virtual platform, such as Zoom or Microsoft Teams.

**13.1.3** Contractor must ensure attendance by necessary contractor and DCFS staff, including presenters.

**13.2** CONTRACTOR must organize and plan a monthly LGBTQIA2S+ Steering Committee meeting. The purpose of the meeting will be to communicate program updates, progress toward outcome and performance goals, case consultations and space for other county departments, community agencies and stakeholders to share available resources.

- 13.3** CONTRACTOR must organize and schedule monthly meetings for biological family, caretakers, resource parents, and others caring for youth and young adults participating in the LGBTQIA2S+ Tailored Services to Youth Program. The meeting will focus on the following:
- 13.3.1** Acceptance, affirming and rejecting behaviors, including outcomes and impact;
  - 13.3.2** LGBTQIA2S+ foundational training(s);
  - 13.3.3** Navigating the child welfare system;
  - 13.3.4** Mini-training(s) and education around topics that directly impact youth identifying as LGBTQIA2S+;
  - 13.3.5** Transgender, Gender Non-conforming and Non-Binary youth and young adults;
  - 13.3.6** Intersex youth and young adults; and
  - 13.3.7** Disproportionality and Disparities faced by LGBTQIA2S+ youth and young adults.

## **SECTION C SERVICE DESCRIPTION**

### **14.0 SCOPE OF WORK**

CONTRACTOR must provide LGBTQIA2S+ TAILORED SERVICES within their designated SPA to a maximum of 150 LGBTQIA2S+ identified children, youth, and their families per month during the contract term. Each participant must receive a base rate with additional and optional direct services.

CONTRACTOR must achieve the following deliverables:

- 14.1** By the 30th day from the contract start date CONTRACTOR must:
- 14.1.1** Submit to the CPM a draft of the Quality Control Plan (QCP) to demonstrate how all of the requirements of the CONTRACT must be met;
  - 14.1.2** The QCP details and guidelines are set forth in paragraph 17.0 of this SOW.
  - 14.1.3** Meet with the CPM to discuss QCP, program implementation and organization;

- 14.1.4** Submit to CPM a finalized copy of the QCP, and update accordingly as changes occur;
  - 14.1.5** Appoint a CPC to oversee the implementation and administration of this CONTRACT;
  - 14.1.6** Identify, recruit, and obtain clearances for volunteers, staff and interns; and
  - 14.1.7** Provide an initial training for all staff, interns, and volunteers providing program services within 30 calendar days from their start date. This initial training must include: 1) identifying child safety issues; 2) instructing staff and volunteers in mandated reporting requirements; 3) working with families affected by abuse and neglect; 4) understanding the importance of affirming behaviors especially for parent(s)/legal guardian(s) and out-of-home caregivers caring for LGBTQIA2S+ children and youth; 5) understanding racial disparity, disproportionality and implicit bias; and 6) understanding the concept of and promotion of equity, cultural humility, and trauma-informed practice.
- 14.2** By the 60th day from the contract start date, CONTRACTOR must:
- 14.2.1** Create an inbox specifically for work related to this contract, including the receipt of all referred youth and families;
  - 14.2.2** Appoint a minimum of three CPN(s) who must accept referrals made on behalf of all LGBTQIA2S+ children and youth who meet program criteria;
  - 14.2.3** Fill all required positions and hire professional staff within approved contract limits;
  - 14.2.4** Submit to the CPM a Communication Plan/Strategy to promote LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM to DCFS and community-based programs in CONTRACTOR'S designated SPA(s) using acceptable mediums of communication, including social media;
  - 14.2.5** Submit to the CPM a data collection plan in which CONTRACTOR must, utilizing cultural knowledge and affirming behaviors, collect referral and demographic information. Data collection must include, but is not limited to sexual orientation, gender identity, race, ethnicity, desire to participate in services, refused services, and other factors

deemed important by both CONTRACTOR and CPM. The plan must include the CONTRACTOR'S system for capturing data accordingly;

- 14.2.6** Submit to the CPM a Program Evaluation Plan that qualitatively and quantitatively measures the success and impact of this program on participating families, Children, youth and young adults;
- 14.2.7** The evaluation must include pre and post surveys to children, youth, young adults, families and others participating in the program;
- 14.2.8** The evaluation must include the Performance Outcome Measurements, listed on Exhibit A-4;
- 14.2.9** The evaluation must compare outcomes between LGBTQIA2S+ youth participating in the program versus LGBTQIA2S+ youth not participating;
- 14.2.10** The evaluation must compare outcomes between LGBTQIA2S+ youth participating in the program versus non-LGBTQIA2S+ youth;
- 14.2.11** Develop and submit the following forms to the CPM for approval:
  - 14.2.11.1** Intake Assessment;
  - 14.2.11.2** Wait List;
  - 14.2.11.3** Monthly Referral Log;
  - 14.2.11.4** Quarterly Report(s);
  - 14.2.11.5** Annual Report;
  - 14.2.11.6** Referral Form; and
  - 14.2.11.7** Monthly Participant Log.
- 14.2.12** Acquire materials, supplies, and furnishings to provide an LGBTQIA2S+ friendly and affirming atmosphere with age-appropriate activities and materials, to include:
  - 14.2.12.1** Safe space signage;
  - 14.2.12.2** Pronoun buttons;

**14.2.12.3** Books and literature; and

**14.2.12.4** Art and visual media.

**14.2.13** CONTRACTOR must submit documentation (e.g. sign-in sheets, accumulated Continuing Education Unit's, Program Coordinator/trainer case notes, etc.) to the CPM regarding completion SOGIE training (along with other required training) of CONTRACTOR'S staff (full-time and part-time), interns, and volunteers by the 60th day of the contract start date.

**14.3** By the 90th day from the contract start date CONTRACTOR must:

Develop, and submit to CPM for approval, flyers to promote LGBTQIA2S+ Tailored Services to Youth program and must electronically send to DCFS Regional offices and DCFS specialized programs;

**14.3.1** Attend in-person or virtual meetings hosted by DCFS regional offices and inform staff;

**14.3.2** CPM will provide the previous LGBTQIA2S+ Tailored Services to Youth invoices and services log to CONTRACTOR. CONTRACTOR, with assistance from CPM, will determine whether youth qualify and need continued services as part of this program and contract;

**14.3.3** CPC/CPN must contact CSWs from previous participants to determine whether youth and young adults desire continued services. CONTRACTOR must request CSW to speak with youth and submit referral, if youth or young person is interested;

**14.3.4** CPC/CPN must initiate intake procedures with any received referrals or interest, as stated in sections 14.5 and 14.6;

**14.3.5** Furnish key staff with all equipment and supplies to comply with the requirements of this CONTRACT, including, but not limited to cell phones, computers, software, internet access, and encryption services; and

**14.3.6** Prioritize LGBTQIA2S+ children, youth, and families who are in distress or conflict, or in acute need of supportive services.

**14.4** Between the 90<sup>th</sup> and 120<sup>th</sup> day the CONTRACTOR will:

- 14.4.1** Present the services contained within this contract to all DCFS staff with direct contact with CONTRACTOR'S staff and young adults. DCFS staff will include:
  - 14.4.1.1** Emergency Response, Dependency Investigation, Continuing Service and Adoptions CSWs;
  - 14.4.1.2** Supervising CSWs;
  - 14.4.1.3** Resource Family Support Division;
  - 14.4.1.4** Resource Family Liaison Division;
  - 14.4.1.5** Community Based Support Division;
  - 14.4.1.6** Multi-Agency Response Team;
  - 14.4.1.7** Commercial Sexual Exploitation of Children; and
  - 14.4.1.8** Other DCFS staff as deemed necessary by the CPM.
- 14.4.2** Provide the CPM a list of youth who will begin receiving services on July 1, 2025; and
- 14.4.3** Ensure that all details of this CONTRACT are in place to begin providing services on July 1, 2025, and as outlined and described in this CONTRACT.

**14.5** Referral Process

- 14.5.1** The CONTRACTOR must confirm receipt of the referral form by contacting the case-carrying CSW, DCFS office designee, and referring party via email within two business days of receiving the referral, and document this information in the participant's case notes.
- 14.5.2** The CONTRACTOR must collaborate with the case-carrying DCFS CSW or designated DCFS liaison to discuss (either by phone or by email) any relevant court orders and case plan goals for the referred family upon receipt of a LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM referral, and document this information in CONTRACTOR'S intake assessment and initial report.



- 14.5.3** CONTRACTOR must document the efforts described in sections 14.5 and 14.6 on the intake/initial assessment.
- 14.5.4** The CONTRACTOR must perform services in Sections 14.5 and 14.6 in accordance with the consent and confidentiality provisions of Exhibit A-5, DCFS Procedural Guide 1200-500.01, LGBTQIA2S+ Children/Non-minor Dependents, dated 2/28/20.
- 14.5.5** CONTRACTOR must provide documented efforts regarding the referral, within five business days of DCFS' request.
- 14.5.6** CONTRACTOR must provide and maintain a Monthly Participant Log of all youth referred to program, date of referral, date of intake, CSW information, acceptance or denial of program services, quarterly report submission dates, graduation date, and closure reason.

#### **14.6** Intake Process

- 14.6.1** The CONTRACTOR must, within two business days of confirming receipt of referral, connect with the referred child, youth, and/or parent(s)/legal guardian(s)/resource family to discuss LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM, and must complete an intake assessment of the child's, youth's, and/or family's needs and plans, to ensure the following services are provided: (1) Case Consultation; (2) Direct Services; and (3) Referrals and linkages, and document this information in the CONTRACTOR's case files.
  - 14.6.1.1** The intake assessment(s) must be attached to the monthly participant log.
- 14.6.2** The intake assessment must be completed within three business days from the date of referral to assess for and determine each client's individual needs.
  - 14.6.2.1** If the referred youth cannot be contacted within three business days, the CPN must notify the DCFS LGBTQIA2S+ Program Manager within one (1) day, or as soon as possible.
- 14.6.3** An intake assessment must be completed before a client receives program services to ensure all referred clients receive services aligned with their individual needs.

- 14.6.4** CONTRACTOR must make a minimum of three attempts over the course of five business days by calling, text messaging, and/or emailing to connect with referred children, youth, TAY and/or parent(s)/legal guardian(s) and/or resource families. CONTRACTOR must document these attempts in CONTRACTOR's case files and email them to the assigned CSW, as needed.
- 14.6.5** CPN must maintain a Participant Log of all referrals received. The log must include the referral date, referring source/party, referred participant name(s), including birth name and preferred name(s), preferred pronoun(s), name, SOGIE (as available for children and youth who complete an intake), office location, and contact information of the assigned CSW, whether the identified participant(s) accepted or declined services and why, and the individualized services that the CONTRACTOR is providing. CONTRACTOR may include any other information CONTRACTOR finds pertinent.
- 14.6.6** CONTRACTOR must provide the Participant Log and all completed intake assessments by the 15th of the following month to the CPM. If the 15th falls on a weekend or county observed holiday, CONTRACTOR must provide the Referral Log on the next business day.
- 14.6.7** CPN must place in each participant's file the referral form(s) received along with any confirmation(s) sent to and received by DCFS as documentation that the form(s) was/were submitted. CONTRACTOR must provide this documentation within five business days, when requested by the CPM.
- 14.6.8** When a referred child, youth, or family declines services, CONTRACTOR must document the reason(s) for declining services, in the CONTRACTOR's case files and Referral Log, and alert the CSW and SCSW via email within three business days.
- 14.6.9** CONTRACTOR must document the efforts described in sections 14.6.1 – 14.6.11 in quarterly and annual reports, including the number of children/youths/families who decline services and their reasons for declining services.
- 14.6.10** CONTRACTOR must provide an intake assessment with goals, planned activities and services, as well as any safety concerns.

**14.6.11** CPN(s) must assess the needs of each referred child, youth, and/or family. The frequency and intensity of program services, and the type of referrals, linkages, meetings, and other LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM must be based on this assessment of the identified need(s) of the child, youth, and/or family and those as indicated in the DCFS referral.

**14.6.12** CONTRACTOR must assess all referred LGBTQIA2S+ children and families for specific and/or cultural needs. If the family has a language need and/or cultural preference that the CONTRACTOR cannot provide, the CONTRACTOR must obtain needed services.

#### **14.7** Wait List

**14.7.1** The CONTRACTOR must place the participants and families on a "Wait List", when capacity has been reached.

**14.7.2** The CONTRACTOR must immediately notify the CPM, when the wait list includes more than ten children/youth/families,

**14.7.3** The Contractor must submit a wait list report within seven days of notifying the CPM of the wait list. The report must include:

**14.7.3.1** The current number of youth on the wait list and number of days on waiting list;

**14.7.3.2** The anticipated number of days for each youth before they can participate in the LGBTQIA2S+ Tailored Services to Youth program; and

**14.7.3.3** The options for additional services youth can participate in until accepted into the LGBTQIA2S+ Tailored Services to Youth program.

**14.7.4** CONTRACTOR must submit a monthly "Wait List" report by first (1st) business day of each month to the CPM. The report must include the:

**14.7.4.1** Date of referral;

**14.7.4.2** Name of person who made the referral;

**14.7.4.3** Name of the participant(s);

- 14.7.4.4** Birth name and/or current/legal name;
- 14.7.4.5** Participant(s)'s preferred pronoun(s);
- 14.7.4.6** Date participant was placed on the wait list;
- 14.7.4.7** Office location; and
- 14.7.4.8** Contact information of the assigned CSW (as applicable).

The report must also document all contacts with the family and the projected start date (or expected length of time) to start the LGBTQIA2S+TAILORED SERVICES TO YOUTH PROGRAM.

**14.7.5** CONTRACTOR will contact referred youth, family, caretakers and other involved parties once a month to communicate waitlist status and provide and estimated time to join program.

**14.7.6** CONTRACTOR can consider prioritizing a high needs situation, if requested by the referring party. However, moving a youth on the waitlist to a higher priority must be approved by the CPM.

## **14.8** In-Person Visits

CONTRACTOR must have a minimum of two in-person (virtual platform can be substituted for one visit) contacts with participants per month. The in-person visit may include:

- 14.8.1** Biological family, caretaker(s), resource parent(s), and other support person(s) deemed to have an ongoing and impactful relationship with client;
- 14.8.2** Participation in CFT meeting;
- 14.8.3** Location of visit(s) should be convenient for youth and/or other participating biological family, caretakers, support person(s) and resource parent(s).
- 14.8.4** Document attempts to contact clients of all ages within 24 hours of a missed appointment, including home visits when appropriate.

## **14.9 Case Management and Consultation**

Case Consultation must include: screening, assessment, coordination and collaboration with all referred LGBTQIA2S+ youth, DCFS staff, parents, caregivers, and other relevant parties, meetings and participants, referrals and linkages, and documentation and reporting of the aforementioned. Case Consultation includes following up to ensure that interventions, linkages, and referrals were effective and whether additional services, further collaboration, coordination, linkages/referrals are necessary.

**14.9.1** The CONTRACTOR must manage cases by ensuring referral and intake processes logs and reports, services and referrals are made and completed for each program participant. CPNs must be the contact person and liaison for questions and concerns by CPM and assigned DCFS CSWs.

## **14.10 Administrative Support**

The CONTRACTOR must provide Administrative Support to complete: paperwork, reports, filing, scheduling appointments and other indirect work necessary to meet the requirements of this contract and to meet the needs of each participant.

## **14.11 Mental Health Services, including Individual, Family and Group Therapy/Counseling**

**14.11.1** CONTRACTOR must provide, children, youth or TAY with referrals to participate in services provided by the Los Angeles County Department of Mental Health, to allow Shared funding available to youth through this contract AND offer additional services to youth that may not be available through another county Department.

**14.11.2** Ensure that children, youth or TAY are aware of available affirming services offered through other county departments, while increasing the available services and funding as part of this contract.

**14.11.3** CONTRACTOR must provide, or link, LGBTQIA2S+ children, youth or TAY with well supported, evidence supported, trauma-informed, culturally relevant, gender-affirming therapy which may include: individual counseling; group counseling; family therapy; crisis intervention (suicide intervention and

prevention); and psychiatric care. CONTRACTOR must consider coordination of services through DCFS Service Linkage Specialist (SLS) staff and Department of Mental Health (DMH) liaisons.

**14.11.4** CONTRACTOR must provide services to help LGBTQIA2S+ children, youth, parents, caregivers, and DCFS staff: (1) Overcome barriers from third parties (e.g., school bullies); (2) Identify, affirm, process needs, challenges, concerns, and overcome personal biases; and (3) Develop strengths, activities, support, and resources, relating to their SOGIE identities;

**14.11.4.1** CONTRACTOR must ensure continuity of care by collaborating with external providers on medication therapy decisions and on appropriateness of outpatient referral options. Families, children, and youth discharged from crisis stabilization or inpatient treatment must have a two-week supply of any needed psychotropic medications, or assurance of no gap in the provision of medications, as well as appointments scheduled for any needed aftercare mental health and substance abuse services.

**14.11.4.2** CONTRACTOR must facilitate aftercare engagement within 24 hours whenever possible, but no later than 72 hours from discharge, for participants who require crisis stabilization or inpatient treatment and meet criteria for the target populations to be served.

## **14.12** Support Group and Mentorship Services

CONTRACTOR must offer support groups and mentorship opportunities to help LGBTQIA2S+ children, youth, parents, caregivers, and DCFS staff: (1) Overcome barriers from third parties (e.g., school bullies); (2) Identify, affirm, process needs, challenges, concerns, and overcome personal biases; and (3) Develop strengths, activities, support, and resources, relating to their SOGIE identities;

**14.12.1** Support Groups must include:

**14.12.1.1** Coming Out and Self-Acceptance;

**14.12.1.2** Transgender;

**14.12.1.3** Gender Non-Conforming and Non-Binary; and

**14.12.1.4** LGBQ- Sexual Orientation.

**14.12.2** CONTRACTOR must provide LGBTQIA2S+ youth mentorship opportunities that foster trusting, confidential, one-on-one relationships with LGBTQIA2S+ mentors. These relationships must provide an opportunity to explore matters pertaining to SOGIE and a myriad of other life experiences. It is imperative that LGBTQIA2S+ youth and TAY are welcomed into environments that uplift and support them, reflect and represent who they are, magnify and encourage them to see their potential success in life.

**14.13** Substance Abuse Use/Abuse Counseling

**14.13.1** CONTRACTOR must provide a referral for psychotherapeutic treatment for use or abuse of psychoactive substances, such as alcohol, prescription drugs, and street drugs such as cannabis, cocaine, fentanyl, heroin or amphetamines;

**14.13.2** CONTRACTOR must consider substance abuse counseling services, or subjects and areas to address, include:

**14.13.2.1** Substance use disorder education;

**14.13.2.2** Support groups;

**14.13.2.3** Counseling;

**14.13.2.4** Education about Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome, Hepatitis C Virus, and Tuberculosis;

**14.13.2.5** Risks of needle-sharing;

**14.13.2.6** Tobacco use cessation education;

**14.13.2.7** Risks of transmission to sexual partners and infants;

**14.13.2.8** Effects of alcohol or other drug use on the fetus;

**14.13.2.9** Peer recovery support;

**14.13.2.10** Overdose prevention and reversal education; and

**14.13.2.11** Education about medication assisted treatment.

**14.14** Intimate Partner Violence/Domestic Violence Services and Hate Crimes

CONTRACTOR must provide services to address trauma from intimate partner violence. Such services can include therapy as indicated in the above section 14.11.

**14.14.1** CONTRACTOR must provide information about local law enforcement agencies, Office of the District Attorney, Victims of Crime program, and other appropriate governmental or community-based agencies for LGBTQIA2S+ youth who have experienced violence due to their SOGIE, including unlawful hazing or hate crimes.

**14.14.2** If youth states they are a victim of violence, CONTRACTOR must:

**14.14.2.1** Call the assigned CSW and inform them of the situation;

**14.14.2.2** Call the Child Abuse Hotline at 1-800-540-400 to make a report if there are concerns of abuse and neglect;

**14.14.2.3** Ensure the immediate safety of the youth by contacting additional team support;

**14.14.2.4** Create a Safety Plan that the youth must utilize if confronted with additional acts of violence; and

**14.14.2.5** Document in case notes

**14.15** CONTRACTOR must provide and/or link/refer LGBTQIA2S+ youth to crisis intervention and suicide prevention hotlines that provide confidential support 24 hours/day, 7 days/week, 365 days/year.

**14.16** Education and Career Services Contractor must collaborate with the DCFS CSW, Educational Liaisons, or school-based professionals.

**14.16.1** CONTRACTOR must provide services and supports designed to meet the educational needs, accelerate their learning, bring them up to grade level, meet learning standards, and/or succeed in school;

**14.16.2** CONTRACTOR must be knowledgeable about the rights, laws and policies for LGBTQIA2S in school and other educational settings;



- 14.16.3** CONTRACTOR must provide referrals and information to prepare youth for college, including contact information for college counselor(s) to discuss applications and finding affirming colleges;
- 14.16.4** CONTRACTOR must provide employment services or opportunities available to teens and young adults and may include information and services pertaining to internships, volunteer opportunities, Regional Occupational Programs and vocational programs. CONTRACTOR must collaborate with the DCFS Youth Development Services Division (YDSD) and ILP to link LGBTQIA2S+ youth to additional programs;
- 14.16.5** CONTRACTOR must provide LGBTQIA2S+ youth or TAY with opportunities to enrich leadership development. These opportunities may include participation in the Opportunity Youth Commission, DCFS Youth Advisory Council, Commission for Children and Families, etc. These opportunities may provide reimbursement to youth leaders for their time and others provide pathways for long-term, gainful employment. These and other opportunities must prepare emerging Queer Youth Leaders to shape legislative change, advocate for LGBTQIA2S+ rights, champion for social justice, tackle violence and hate targeted at LGBTQIA2S+ individuals, develop life and independent living skills.

**14.17** Well-Being and Life Skills Services

CONTRACTOR must provide LGBTQIA2S+ TAY with well-being life skills services that include:

- 14.17.1** Adaptive and positive behaviors to enable effective navigation with life challenges after care;
- 14.17.2** Management of a bank account;
- 14.17.3** Self-care, cooking, cleaning;
- 14.17.4** How to maintain a household and live independently Career planning/ development, and honing soft skills (applying for a job, interviewing for a job);
- 14.17.5** CONTRACTOR must provide LGBTQIA2S+ youth with recreational opportunities, music, nature, camping, art, sports, theatre, dance, writing, photography, empowerment opportunities, support groups, etc.; and

**14.17.6** CONTRACTOR must provide assistance in legal name changes, gender markers, etc., on state (DMV, birth certificate) and federal records (passport, social security), and also estate planning options and document preparation, when requested.

**14.17.6.1** CONTRACTOR must provide participants with information around entitlement programs such as Supplemental Social Security, General Relief and Disability, etc.

**14.18** Health/Medical Services

CONTRACTOR must provide and/or link LGBTQIA2S+ local medical providers, health agencies, and regional HUBS who specialize in meeting the health care needs of the LGBTQIA2S+ community, including, but not limited to hormone therapy and surgical care for transgender youth, as well as services for youth in transition.

**14.18.1** CONTRACTOR must provide gender affirming medical care options through Department of Health Services' Gender Health Program and other county departments.

**14.18.1.1** CONTRACTOR must refer participants with reproductive health education to address topics relating to sex, sexuality and sex positive education, exploring values and beliefs about those topics, and gaining necessary skills to navigate relationships and manage one's own sexual health.

**14.19** Housing Resources

CONTRACTOR must collaborate with the DCFS YDS Division to offer participants with Transitional Housing Placement Program (THPP) and Supervised Independent Living Program (SILP).

**14.19.1** CONTRACTOR must collaborate with the Los Angeles Homeless Services Authority (LAHSA) Transitional Housing Program to link participants with opportunities to live in an apartment in the community of their choice while getting support with independent living skills.

**14.19.1.1** CONTRACTOR must provide LGBTQIA2S+ participants with assistance with housing programs and services, either in-person or online, and must ensure these programs and services are:

**14.19.1.1.1** Free of bias and harassment and provide access to culturally competent services that affirm their SOGIE and welcomes them.

**14.19.1.1.2** Affordable and offer rental assistance programs.

**14.19.1.1.3** Safe and supportive Transitional Housing environments.

**14.19.1.1.4** Providing services in accordance with tenant's rights, provide education and advocates.

**14.19.1.1.5** Drop-In Centers where LGBTQIA2S+ youth can access bathing facilities, clothing and grooming supplies, meals, computers, laundry services, job centers, General Educational Development and college preparation, street outreach staff.

**14.20** Parent/Caretaker/Family/Support Team Training

Contractor must provide parent(s)/legal guardian(s), resource families and support teams with affirming behaviors trainings.

**14.21** Faith Based Services

If a referred youth and support system desires faith based services, CONTRACTOR can refer participants to the DCFS Faith-Based Section and/or organizations who offer LGBTQIA2S+ support services, groups, ministries.

**14.22** Child and Family Team Meetings

CONTRACTOR'S staff can participate in DCFS CFT meetings, when the participant(s) agree and ask for an agency representative and participation is not disruptive to the CFT process. CONTRACTOR's staff must be pre-approved by CPM or designee prior to each CFT meeting.

**14.22.1** Secondary parties such as CONTRACTOR'S therapists and other service providers or subcontractors can participate and/or observe CFT meetings, when the participants agrees and participation is not disruptive to the CFT process. Secondary parties must be pre-approved by CPM or the CPN(s) or designee prior to each CFT meeting.

**14.23** Pride Events and Conferences

**14.23.1** CONTRACTOR must offer each LGBTQIA2S+ Tailored Services participant two Pride events during each 12 month term. Events must be intended and advertised for the LGBTQIA2S+ community. Events can include festivals, conferences, sporting events, concerts, and other PRIDE outings. Examples include, Gay Days at Disney, Pride Night at Magic Mountain, Dodgers Pride Night, etc.

**14.23.2** CONTRACTOR must provide services described in Section 14.23.1, in-house and track any services that are not provided or unavailable by CONTRACTOR.

**14.23.3** CONTRACTOR may subcontract any services described in this SOW, with prior approval from the CPM, and the subcontracting does not exceed the financial limits of this CONTRACT and eligibility requirements are met.

**14.23.4** CONTRACTOR must suspend any participant from the LGBTQIA2S+ Tailored Services program when the participant has not made been available for two months. The following process must be followed:

**14.23.4.1** The suspended participant(s) must be moved to the bottom of the wait list;.

**14.23.4.2** CONTRACTOR can re-start services when the following are met: the suspended participants asks to continue receiving services, CPM approves AND there is no wait list. If there is a wait list, the participant must remain on the waitlist and start services when space becomes available. The total number of months for each participant must be 12 months, unless approved by CPM; and

**14.23.4.3** CONTRACTOR must schedule a case consult to determine eligibility before services can begin.

**14.24** Promotion of LGBTQIA2S+ Tailored Services To Youth Program

CONTRACTOR must promote LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM to community-based programs in CONTRACTOR'S designated SPA(s) and to the 22 DCFS regional offices and specialized programs.

**14.24.1** CONTRACTOR must outreach to underserved communities within their respective SPA(s). Outreach must include:

**14.24.1.1** Dissemination of program information to DCFS;

**14.24.1.2** Cross-sector partners, such as affirming faith-based organizations, CASA and other agencies providing services to LGBTQIA2S+ individuals and families receiving child welfare services;

**14.24.1.3** Court systems such as the Dependency Court; and

**14.24.1.4** CONTRACTOR must promote program awareness through public service announcements in print or broadcast media, social media outlets, and other publicity/education campaigns.

**14.25** Training and Supervision Staff and Volunteers

**14.25.1** CONTRACTOR must submit training confirmation for all paid and non-paid staff to the CPM in accordance with Section 10 of this SOW.

**14.25.2** CONTRACTOR must hold ongoing case conferences and group supervision with paid and volunteer staff/interns, as well as quarterly meetings with the entire team of paid staff and volunteers/interns for purposes of training, reflection, restoration, and recreation related to the deliverables, service objectives, and tasks required under this SOW.

**14.25.3** CONTRACTOR'S paid and volunteer/intern staff must be provided trauma informed training and training on the

different court systems involved in the lives of LGBTQIA2S+ children, youth, and families.

**14.25.4** CONTRACTOR's staff including volunteers/interns must be cleared through the Live Scan (criminal and child welfare background checks) process. The COUNTY'S Live Scan protocols control (including scan location(s)) and must be followed.

**14.25.5** Any and all forms, logs, and reports used for this CONTRACT must be reviewed and approved by the CPM prior to use or distribution.

## **SECTION D DATA DEVELOPMENT**

### **15.0 DATA DEVELOPMENT**

**15.1** CONTRACTOR must track the number of DCFS-involved children, youth, young adults who identify as LGBTQIA2S+.

**15.2** CONTRACTOR must track LGBTQIA2S+ children, youth, young adults who are participating in LGBTQIA2S+ oriented services.

**15.3** CONTRACTOR must identify LGBTQIA2S+ resources and LGBTQIA2S+ oriented services in the SPA the CONTRACTOR provides services. The list of active LGBTQIA2S+ services and supports providers must be provided to the CPM. The list should be provided to the CPM by July 1, 2025 and every 3 months thereafter.

## **SECTION E REPORTS AND RECORDKEEPING**

### **16.0 REPORTS AND RECORDKEEPING**

**16.1** CONTRACTOR must maintain a data tracking system at the level necessary to provide the required reports. Refer to contract Terms & Conditions for encryption requirements.

**16.2** CONTRACTOR must create a case file for each referred participant to hold all documents and information regarding their participation in the program. The documents must include:

**16.2.1** Identified needs and services provided to meet identified needs;

- 16.2.2** Goals, progress notes and achievements;
  - 16.2.3** Level of affirming parenting demonstrated by parent(s), resource parents, caregiver(s);
  - 16.2.4** Copies of required reports, written observations and interactions with parent(s)/legal guardian(s)/caregiver(s)' and include observations for the differences amongst and between cultures, religions, and genders;
  - 16.2.5** Written communications with CPM; and
  - 16.2.6** Completed satisfaction surveys.
- 16.3** CONTRACTOR must complete and submit a Monthly Report to track monthly referral and participant information. The report must be sent to CPM by 15 of the subsequent month.
- 16.4** CONTRACTOR must provide copies of referrals, reports, logs, observations, and other documentation to CPM, upon request, and no later than five business days from the date of initial request.
- 16.5** CONTRACTOR must provide written progress updates to CSWs or other authorized child welfare staff no later than five business days from the date of COUNTY'S initial request. Updates may be provided via secure email addressed to the authorized DCFS representative of record.
- 16.6** Monthly Referral Log

The Monthly Referral Log must include the following elements:

- 16.6.1** Number of referrals received per month, and for each participant include the name(s) of each participant served, their preferred name, their stated SOGIE identities, gender pronouns, race, ethnicity, primary language, age, and the name, location, and contact information for their assigned CSW (as applicable);
- 16.6.2** Breakdown of the number of referrals received per DCFS Regional Office and SPA;
- 16.6.3** Number of participants who have accepted LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM services;

- 16.6.4** Number of referred participants who declined services and their reasons for declining;
  - 16.6.5** Number of children, youth, TAY, and families served each month;
  - 16.6.6** The type, intensity, and frequency of services provided to each participant, along with the name of the staff, intern, or volunteer assigned to work with them; and
  - 16.6.7** A summary of the monthly meetings held the previous month that includes sections referenced in Section 13.0.
- 16.7** CONTRACTOR must immediately notify the CPM of any staff changes that impact the provision of services, pursuant to Section 9.0 – Contractor’s General Responsibilities of this SOW.
  - 16.8** CONTRACTOR must include copies of any Corrective Action Plans (CAP) issued during the corresponding calendar month and notes on any changes to internal processes, policies or procedures required to comply with any CAP.
  - 16.9** CONTRACTOR must provide required data to CPM to meet local, State and Federal reporting requirements, as needed.
  - 16.10** CONTRACTOR must submit the Monthly Referral Log within seven business days from the end of each calendar/report month to:

**Jamie Estrada County of Los Angeles**  
**Department of Children and Family Services**  
**Office of Equity Division**  
**510 S. Vermont Ave, 10<sup>th</sup> Floor**  
**Los Angeles, California 90020**

Quarterly Service Report(s)

- 16.11** CONTRACTOR must submit a Quarterly Service Report for each participant at three months, six months, nine months, and 12 months. The Quarterly report must include dates and services provided, concerns, barriers, challenges, what is working, strengths and any adjustments to the goals moving forward.
  - 16.11.1** The nine months Quarterly Service Report must include a transition plan that includes; graduation from the program at 12 months and recommendations to refer and link youth to additional and appropriate community based services.
  - 16.11.2** The 12 months Quarterly Service Report must include a summary of each participant’s participation, including



surveys, goals achieved, and linkages made to additional community based services.

#### Annual Service Report

- 16.12** CONTRACTOR must provide CPM with an Annual Service Report, and must include the following information and analysis:
  - 16.12.1** Participant surveys;
  - 16.12.2** Statistics (referral totals, consultations, results of deliverables and tasks under this SOW, etc.);
  - 16.12.3** A description of what is working and why, and also what is not working and why;
  - 16.12.4** A description of barriers to service and recommendations to improve service delivery;
  - 16.12.5** A summary of accomplishments; highlight of successes;
  - 16.12.6** Strategies/recommendations for moving practice forward;
  - 16.12.7** A summary of identified trends, if any;
  - 16.12.8** A summary of identified gaps in services, if any; and
  - 16.12.9** Any additional information aside from that enumerated above, which CONTRACTOR finds pertinent.
- 16.13** The Annual Service Report must be attached to the correlating Monthly Service Report.
- 16.14** The CPM reserves the right to request additional records, data (including but not limited to internal agency data collection and consultant data collection), documents, and reports, as needed.
- 16.15** CPM must collect CSW surveys before the end of each contract period, and by the 11th month of each contract term, if contract is extended.

#### **17.0 QUALITY CONTROL PLAN**

- 17.1** CONTRACTOR must establish and utilize a comprehensive QCP with processes to ensure that the required services are provided at a consistent level of service throughout the term of the CONTRACT. The QCP must be submitted to COUNTY for review and approval. The QCP must be effective on the CONTRACT start date and must be updated and resubmitted for COUNTY approval as changes occur.

- 17.2** The QCP must include an identified monitoring system covering all the services listed in this Exhibit A, SOW.
- 17.3** The system of monitoring to ensure that CONTRACT requirements are being met must include, but must not be limited to the following:
  - 17.3.1** Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of staff persons performing monitoring functions;
  - 17.3.2** Ensuring the services, deliverables, and requirements defined in the CONTRACT are being provided at or above the level of quality agreed upon by the COUNTY and the CONTRACTOR;
  - 17.3.3** Assuring that professional staff rendering services under the CONTRACT have the necessary prerequisites;
  - 17.3.4** Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
  - 17.3.5** Investigating any CONTRACT performance issues submitted by the COUNTY, and committing to provide to COUNTY a record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This documentation must be provided to the COUNTY within five (5) business days of COUNTY's request;
  - 17.3.6** Continuing to provide services to the COUNTY in the event of absences of CONTRACTOR'S employees; and
  - 17.3.7** Implementing proactive methods for ensuring uninterrupted service to COUNTY in the event of a strike work stoppage, pandemic, emergent staffing shortage or any other potential disruption in service, foreseen and unforeseen, which may include medical leaves, vacations, absences, etc., by CONTRACTOR'S employees.
- 17.4** If service delivery is deficient or CONTRACT requirements are not met, the CPM must notify CPC by telephone, email, or written notice as to how the deficiency must be mediated.

- 17.5** The CPC must respond within one business day to all calls or reports regarding CONTRACTOR'S performance.
- 17.6** The CPC must: 1) Immediately notify the CPM of any difficulty, problem or incident which may impact or delay the progress or completion of work; and 2) Immediately work with the CPM to resolve such issues to avoid further problems with service delivery.
- 17.7** CONTRACTOR must not utilize any employee or volunteer whose work has been deemed deficient and unacceptable by the COUNTY.
- 17.8** The QCP must be reviewed annually by CONTRACTOR and CPM and revised, as/if needed.
- 17.9** COUNTY reserves the right to request and obtain from CONTRACTOR, within ten business days of COUNTY's request, an updated QCP for any identified issue of concern at any time.

#### Program Evaluation

- 17.10** CONTRACTOR must actively participate in annual performance reviews to assess achievement of performance measures. CONTRACTOR must collect and share identifying participant information such as name (legal and preferred), pronouns, date of birth, demographics, and any assigned COUNTY and/or agency identification numbers.
- 17.11** CONTRACTOR must conduct customer satisfaction and program impact surveys every six months, in addition to an annual customer satisfaction and program impact survey, during each contract year, for a minimum of 20 percent of parent(s), legal guardian(s), and resource parent(s), and a minimum of 50 percent of children and youth who participated in LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM contract services.
- 17.12** CONTRACTOR must actively participate in evaluation activities. The evaluation activities include, collection and sharing of data for:
  - 17.12.1** Program implementation;
  - 17.12.2** Participant characteristics such as religious and cultural beliefs, behaviors, learning, and communication styles within the community serviced;

- 17.12.3** CONTRACTOR's efforts to address equity (including gender, race, and ethnic equity), racial disproportionality and disparity;
- 17.12.4** Participant outcomes;
- 17.12.5** CONTRACTOR must prepare and submit annual reports to COUNTY summarizing the results of the program evaluation activities. These reports shall include an analysis of the data collected, a description of any changes made to the program based on the evaluation findings, and recommendations for future improvements; and
- 17.12.6** CONTRACTOR must ensure all data collected and shared during the evaluation process is kept confidential and is used solely for program evaluation purposes. CONTRACTOR shall also comply with all applicable laws and regulations regarding data privacy and confidentiality.

#### Safety Culture

- 17.13** Safety Culture involves “applying safety sciences as learned from other disciplines to move from a culture of blame to one of accountability; to learn from undesirable outcomes; and to address systemic issues to improve outcomes.”

### **18.0 QUALITY ASSURANCE MONITORING**

- 18.1** The COUNTY must evaluate the CONTRACTOR'S performance under this CONTRACT using the Quality Assurance Procedures as defined in Paragraph 8, Standard Terms and Conditions, Section 8.15, COUNTY's Quality Assurance Plan, and Section 18.2 through 18.8 of this SOW.
- 18.2** CONTRACTOR will be subject to a program review by the COUNTY, at a minimum of once per year, for the period of the contract, including option years. CONTRACTOR must make available to the COUNTY, upon request, the following records for review, within five business days of COUNTY's request, including but not limited to:
  - 18.2.1** Staff records, including all CONTRACTOR'S staff, volunteers and interns performing services under this Contract; and
  - 18.2.2** Participant Case Records.

- 18.3** Financial Records, including but not limited to Single Audit/Audit Financial Reports, General Ledgers, Profit and Loss statements, monthly invoices, timesheets, and original invoices.
- 18.4** CONTRACTOR must submit a CAP for any areas found to be deficient as a result of the technical review, including billing deficiencies, within ten business days of the receipt of the Technical Review Findings.
- 18.5** CONTRACTOR and CPM must have regular meetings to monitor program efficiency, issues, and for the CPM to provide technical support, as needed.
- 18.6** The CPM, or other staff person(s) authorized by the COUNTY, must monitor CONTRACTOR'S performance under this CONTRACT using the Quality Assurance Procedures specified in Exhibit A-1, Performance Requirements Summary, of this SOW. All monitoring must be conducted in accordance with Section 8.15 County's Quality Assurance Plan, of the CONTRACT.
- 18.7** The COUNTY will conduct on-site visits to the CONTRACTOR's facility(ies) to observe program operations and assess compliance with program requirements. The frequency and scope of the on-site visits shall be determined by the COUNTY based on the level of risk associated with the program and the performance history of the CONTRACTOR.
- 18.8** The COUNTY will provide written feedback to the CONTRACTOR following each monitoring visit or review. The feedback shall include any areas of noncompliance or deficiencies identified, recommendations for improvement, and a timeline for corrective actions to be taken.

#### Contract Discrepancy Report

- 18.9** Verbal and written notification of a CONTRACT discrepancy must be made to the CPM as soon as possible or within two business days whenever a CONTRACT discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the CPM and the CONTRACTOR.
- 18.10** The CPM must determine whether a formal CONTRACT Discrepancy Report must be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CPM within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies

identified in the CONTRACT Discrepancy Report must be submitted to the CPM within ten business days.

## **19.0 GREEN INITIATIVES**

- 19.1** CONTRACTOR must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 19.2** CONTRACTOR must notify COUNTY’s Project Monitor of CONTRACTOR’s new green initiatives prior to the contract commencement.

## **20.0 TRANSFER OF RECORDS**

- 20.1** At the start of a new contract, CONTRACTOR must accept transitioned cases from the prior contractors. The new CONTRACTOR must submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage must include: (1) telephonic contact with the family within three weeks of the 30-day transitional period; (2) a face-to-face contact with the family within five business days from the telephonic contact; and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.
- 20.2** Prior to contract termination or non-renewal of the contract, CONTRACTOR must, at no additional cost to COUNTY, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR must keep copies of all transferred cases for its own records. The transitional plan must be made in consultation with the CPM at least 30 business days in advance of the contract termination or expiration.

## **21.0 DUPLICATE BILLING**

- 21.1** At no point must County allow duplicate billing (or double billing) by two or more contracted agencies for the same referred client.
- 21.2** There can only be one lead agency at any given time during the contract term.
- 21.3** It is imperative that contracted agencies submit a monthly service report and corresponding invoice as soon as possible after the close

of each calendar month. Timely submissions of these reports allows the LGBTQIA2S+ Program Manager to catch double-billing issues early. The County must work with the involved agencies to remedy the billing issue, and make a decision as to the agency who must remain as lead with respect to the referred youth. The ultimately decision must be based on the best interest of the youth.

County of Los Angeles, Department of Children and Family Services

**LIST OF TECHNICAL EXHIBITS FOR STATEMENT OF WORK  
LGBTQIA2S+ TAILORED SERVICES**

Technical Exhibit	
A-1	Performance Requirements Summary
A-2	DCFS Office Locations and County Administration
A-3	Contractor's Office Location(s) and Administration
A-4	Exhibit A-4 Performance Outcome Measure Summary
A-5	DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-Minor Dependents, Dated 2/28/20
A-6	Communication Campaign 6 Places to Share Your Personal Pronouns Infographic
A-7	Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms



**Exhibit A-1 Performance Requirements Summary**

	<b>REQUIRED SERVICE</b>	<b>COMPLIANCE MONITORING METHOD</b>	<b>REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE</b>
1.	Promote LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM to DCFS Regional Offices.	Provide update on efforts in Monthly and Annual Service Reports.	Contractor to provide a corrective action plan to the County with an explanation as to why Program and Program services have not been promoted, including barriers to compliance and recommendations for achieving compliance in this area.
2.	Document program updates and progress in monthly referral log and annual reports.	Include these updates in Monthly, Quarterly, and Annual Service Reports, and also Service Log.	Contractor to provide a corrective action plan to the County with an explanation as to why Program Updates and Progress were not included in service reports and logs, as required, including barriers to compliance and recommendations for achieving compliance in this area.
3.	Maintain and provide Monthly Referral Log with information as outlined in SOW.	Monthly review by contract monitor.	Contractor to provide a corrective action plan to the County with an explanation as to why Service Log was not provided to county, as required, or why log was not updated, as required, including barriers to compliance and recommendations for achieving compliance in this area.

4.	Contractor to Maintain Wait List and update accordingly.	Wait List to be submitted to COUNTY for review as required by timelines set out in SOW so that families in crisis are not waiting too long for needed services.	Contractor to provide a corrective action plan to the County with an explanation as to why Wait list is not available or not updated as required by County, including barriers to compliance and recommendations for achieving compliance in this area.
5.	Contractor to conduct timely initial contact and intake assessments of 100% participants referred to the Program, as outlined in this SOW.	Review Monthly Referral Log.	Contractor to provide a corrective action plan to the County with an explanation as to why Intakes and Assessments of all referred participants were not completed, as required by County, including barriers to compliance and recommendations for achieving compliance in this area.
6.	Contractor to conduct Customer Satisfaction and Program Impact Surveys.	Surveys are due to the County every six months, in addition to annual surveys once per contract year. Results must be maintained in participant case file(s) and included in corresponding Monthly, Quarterly, or Annual Service Report in addition to Service Log.	Contractor to provide a corrective action plan to the County with an explanation as to why Surveys were not completed as required by County, including barriers to compliance and recommendations for achieving compliance in this area.
7.	Contractor to complete and document twice monthly contacts with referred and participating LGBTQIA2S+ youth and young adults.	Participant needs and services must be documented in case file(s) and corresponding Quarterly and Annual Service Reports. Review of Quarterly and Annual Service reports.	Contractor to provide a corrective action plan to the County with an explanation as to why minimum number of youth were not serviced, as required by County, including barriers to compliance and recommendations for achieving compliance in this area.

8.	Contractor to provide tailored services in-house if services are available or offered. When they are not, Contractor to directly refer, link or subcontract with community based providers to ensure needs of participant are met.	Provision of services to meet identified needs must be documented in case file(s) and corresponding Monthly, Quarterly, or Annual Service Reports and Service Log.	Contractor to provide a corrective action plan to the County with an explanation as to why tailored services to meet identified needs were not provided in-house, or why requisite linkages/referrals were not directly made, as required by County, including barriers to compliance and recommendations for achieving compliance in this area.
9.	Contractor to provide participant-centered, affirming care and customer service to LGBTQIA2S+ children, youth, young adults, parents, caregivers, supportive adults, etc. who participate in the Program, as required by DCFS Policy and SOW.	Compliance must be measured and/or monitored by Customer Satisfaction and Program Impact Services as well as Special Incident Reports and any information provided in Monthly, Quarterly, Annual Service Reports, and Service Log.	Contractor to provide a corrective action plan to the County with an explanation as to why quality and affirming customer service was not provided to participants as required by County, including recommendations for achieving compliance in this area. Repercussions may follow actual or suspected breaches of care in this area.
10.	Contractor must report any actual or suspected incident of child abuse/neglect to the Child Protection Hotline (CPH) at (800) 540-4000, followed up with a written report (SCAR) within 36 hours of the verbal report to the CPH.	Compliance must be monitored by information provided in Monthly, Quarterly, Annual Service Reports, Service Log, as well as by collateral sources such as DCFS CSW, CPH, participants, law enforcement, etc.	Contractor to provide a corrective action plan to the County with an explanation as to why a report of actual or suspected child abuse/neglect was not reported to the CPH as required by County, including recommendations for achieving compliance in this area. Repercussions may follow actual or suspected breaches of care in this area.
11.	Contractor must ensure all staff (paid and unpaid), interns, volunteers, meet the hiring and training requirements as set out in the SOW.	Compliance must be monitored by Monthly, Quarterly, Annual Service Reports, Service Log, site visits, staffing records, etc.	Contractor to provide a corrective action plan to the County with an explanation as to why staff person transactions, requirements, and training were not carried out as required by County, including recommendations for achieving compliance in this area.

12.	Contractor must ensure that all staff (paid and unpaid), interns, volunteers safeguard identifying participant information and comply with DCFS and County confidentiality requirements.	Compliance must be monitored by documentation in participant case file(s), Customer Satisfaction and Program Impact Surveys, Monthly, Quarterly, Annual Service Reports, Service Log, site visits, staff person records, etc.	Contractor to provide a corrective action plan to the County with an explanation as to why County and DCFS standards regarding confidentiality and safeguarding protected personal information were not upheld, including recommendations for achieving compliance in this area. Repercussions may follow actual or suspected breaches of care in this area.
13.	Contractor must ensure all meetings as outlined in the SOW are planned, organized and attended.	Compliance must be monitored through review of the Monthly Referral Log.	Contractor to provide a corrective action plan to the County with an explanation as to why CONTRACTOR did not plan, organize or attend one or all of the monthly meetings. Contractor to provide a plan for how they must meet the expectations moving forward.
14.	Contractor must complete and submit participant intake assessments and quarterly reports as outlined within the SOW, including at three, six, nine, and twelve months.	Compliance must be monitored through review of the Monthly Referral Log.	Contractor to provide a correction action plan to the County with an explanation as to why the CONTRACTOR did not provide reports, a timeline for when delinquent reports must be submitted and a plan to ensure all future reports must be submitted timely.

15.	CONTRACTOR to provide all Corrective Action plans as indicated in this Performance Requirement Summary.	Monthly review of pending Corrective Action Plans by the CPM, and as indicated in the monthly referral log.	CONTRACTOR must be considered for CARD, which
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**Exhibit A-2 DCFS Office Locations and County Administration**

1.0	DCFS Headquarters 510 S. Vermont Ave. Los Angeles, CA 90020 (213) 351-5507	8.0	Lancaster 300 East Avenue K6 Lancaster, CA (661) 471-1001	15.0	Santa Fe Springs 10355 Slusher Drive Santa Fe Springs, CA (562) 903-5000
2.0	Belvedere 5835 South Eastern Ave, Commerce, CA (323) 725-4401	9.0	Metro North 1933 South Broadway Los Angeles, CA (213) 763-1440	16.0	South County 4060 Watson Plaza Drive, Lakewood, CA (562) 497-3500
3.0	Compton-Carson 1 Civic Plaza Drive Carson, CA 90745 (310) 233-1000	10.0	Palmdale 39959 Sierra Hwy Palmdale, CA (661) 223-4200	17.0	Torrance 2325 Crenshaw Boulevard Torrance, CA (310) 972-3111
4.0	Covina Annex (Specialized Programs) Covina Annex 1373 e Center Court Drive, Covina 626) 938-1601	11.0	Pasadena 532 E Colorado Blvd Pasadena, CA (626) 229-3500	18.0	Van Nuys 7555 Van Nuys Blvd Van Nuys, CA (818) 904-8300
5.0	El Monte 4024 Durfee Avenue El Monte, CA (626) 455-4660	12.0	Pomona 801 Corporate Center Drive Pomona, CA (909) 802-1300	19.0	Vermont Corridor 8300 South Vermont Avenue Los Angeles, CA (323) 965-7060
6.0	Glendora 725 South Grand Avenue Glendora, CA (626) 691-1700	13.0	San Dimas 955 Overland Court San Dimas, CA (909) 450-2525	20.0	Wateridge 5110 Goldleaf Circle Los Angeles, CA (323) 290-8500
7.0	Hawthorne 11539 Hawthorne Boulevard Hawthorne, CA (310) 263-2178	14.0	Santa Clarita 28490 Avenue Stanford, Santa Clarita, CA (661) 702-6262	21.0	West LA 5757 Wilshire Blvd Los Angeles, CA (323) 900-2222
				22.0	West San Fernando 20151 Nordhoff St Chatsworth, CA 91311 (818) 717-4002

**Exhibit A-3 Contractor's Office Location(s) and Administration**

### Exhibit A-4 Performance Outcome Measure Summary

PROGRAM OUTCOME MEASURE SUMMARY		
SAFETY		
<b>PROGRAM: LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM</b>		
<b>OUTCOME GOALS:</b> Decreased occurrences of child abuse/neglect		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Of all DCFS referred youth receiving LGBTQIA2S+ Tailored Services:		
Percentage of youth involved in subsequent substantiated child abuse and/or neglect referrals	Must not exceed 25%	CWS/CMS Monthly Reports
Percentage of youth with subsequent substantiated child abuse and/or neglect referrals resulting in a case opening	Must not exceed 50%	
Percentage of child(ren) removed from parent(s) and placed in out-of-home care due to subsequent case openings	Must not exceed 50%	



**PROGRAM OUTCOME MEASURE SUMMARY  
PERMANENCY**

**PROGRAM: LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM**

**OUTCOME GOAL:** Reduction in the number of children, youth and young adults entering care

<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>DATA COLLECTION</b>
Of all youth receiving LGBTQIA2S+ Tailored Services:		
Percentage of youth in subsequent substantiated child abuse and/or neglect referrals	Must not exceed 25%	CWS/CMS, Monthly Reports
Percentage of youth with subsequent substantiated child abuse and/or neglect referrals resulting in an open case	Must not exceed 50%	
Percentage of youth removed from parent(s) and placed in out-of-home care due to subsequent case opening	Must not exceed 50%	

**PROGRAM OUTCOME MEASURE SUMMARY**

**WELL-BEING**

**PROGRAM: LGBTQIA2S+ TAILORED SERVICES TO YOUTH PROGRAM**

**OUTCOME GOALS:** Children, youth, and young adults receive services and supports tailored to meet their individual needs and promote well-being.

OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Percentage of families reunified	Must exceed 60%	Protective Factors Survey  CWS/CMS, Monthly Reports  DCFS-approved assessments
Percentage of families with re-entries within 12 months of reunification	Must not exceed 25%	
Biological parent(s), caretaker(s) or resource parent(s) must demonstrate knowledge of protective factors as measured by the Protective Factors Survey or other DCFS approved assessment tool	Protective factors must improve for a minimum of 80% of participants who successfully complete the program.	

# Exhibit A-5 DCFS Procedural Guide 1200-500.01, LGBTQ+ Children/Non-Minor Dependents, Dated 2/28/20

2/19/2021

1200-500.01, LGBTQ+ Children/Non-minor Dependents

## LGBTQ+ Children/Non-minor Dependents

1200-500.01 | Date: 02/28/2020

### Overview

This policy provides guidance and resources for providing services to lesbian, gay, bisexual, transgender, queer, questioning (LGBTQ+) children/Non-minor dependents (NMDs) and information on placement requirements for Transgender and gender non-conforming (TGNC) children/NMDs in out-of-home care based on current legislation and best practice.

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#### Policy

- Sexual Orientation, Gender Identity, and Expression (SOGIE)
- Confidentiality-
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  - Court Reports
  - Disclosures to Family/Resource parents
- Case Planning and the Child and Family Team (CFT)
- Placements
- Gender-Affirming Medical Care
- Reproductive Health

#### Procedure

- Sexual Orientation, Gender Identity, and Expression (SOGIE)-
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- Case Planning and the Child and Family Team (CFT)
- Transgender and Gender Non-Conforming (TGNC) Children/NMDs
  - Placement
    - Bathroom/Shower Use
    - Access to services/programs
    - Name and use of pronouns
- Gender-Affirming Medical Care
- Reproductive Health

#### Helpful Links

- Attachments/Resources
- Referenced Policy Guides
- Statuses

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## Version Summary

This is a new policy that addresses providing services to LGBTQ+ and gender non-conforming (GNC) children/ Non-minor dependents (NMDs) and provides guidance and resources to ensure that LGBTQ+/ GNC children/NMDs receive specific services to ensure their well-being. This policy includes information from Senate Bills 731 and 89, Assembly Bill 2119, and the Los Angeles County Placement Coordinating Memorandum agreement between The Department of Mental Health, the Probation Department, and the Department of Children and Family Services.

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## POLICY

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In a 2014 study conducted by the RISE Program of the Los Angeles LGBT Center, the Williams Institute at UCLA, and Holarchy Consulting, findings showed that:

- 30% of foster youth in Los Angeles County identify as LGBTQ. Meaning that there are between 1.5 and 2 times more LGBTQ+ youth as a percentage of young people in foster care than outside foster care.
- 94% of the youth sampled were youth of color, indicating that many of them likely faced both racial and anti-LGBTQ discrimination.
- 5.6% identified as transgender, a significant overrepresentation compared to an estimated .3 % of the national population.

Not only are LGBTQ+ youth overrepresented in the foster care population, there are also significant disparities in experience between LGBTQ+ youth and their non-LGBTQ+ counterparts. According to the Williams-Holarchy study LGBTQ+ children/NMD:

- Report worse experiences in the foster care system compared to non-LGBTQ+ children/NMD;
- Have a higher than average number of foster care placements;of the home
- Are more likely to live in a group home;
- Are more likely to have been hospitalized for emotional reasons; and
- Are more likely to experience homelessness at some point in their lives

## Sexual Orientation, Gender Identity, and Expression (SOGIE)

LGBTQ+ and GNC children/NMDs have the right to be free of harassment and discrimination based on their actual or perceived SOGIE (sexual orientation, gender identity, or gender expression), or association.

LGBTQ+ and GNC children/NMDs shall not be exposed to attempts to change their SOGIE and cannot be forced to hide their SOGIE in order to get support, receive services, be placed, etc.

## Confidentiality

Any information about a child/NMD's identification as LGBTQ+ or GNC - however, the information is obtained - is to be treated as private and confidential. Unwarranted disclosure of SOGIE information may subject a child/NMD to rejection, ridicule, harassment, or abuse. Caution should be taken when recording or sharing this information and should only be done when necessary to advance the child/NMD's well-being and after consulting with the child/NMD and securing the child/NMD's consent. The child/NMD may withdraw their consent or limit it at any time.

Information about a child/NMD's identification as LGBTQ+ should not be disclosed to other children/NMDs, outside parties, individuals, or agencies, including health care or social service providers, without the [Back to Top ^](#)

child/NMD's permission/consent, unless such disclosure is necessary to comply with state or federal law or relevant to an emergency mental health or medical incident.

The extent and limits of keeping confidential information about a child/NMD's SOGIE is to be explained to the child/NMD. If for any reason disclosure of the information is required to be shared with another individual, the child/NMD is to be informed to whom the information will be disclosed and the reason for the disclosure. In such a case, the individual receiving the information is to be informed about the parameters of said disclosure and the party disclosing the information needs to plan to mitigate any risks pertaining to the disclosure.

### Medical Records

The disclosure of medical and mental health information, including **Protected Health Information (PHI)** is regulated by federal and state laws. Under federal law, the **Health Insurance Portability and Accountability Act (HIPAA)** of 1996, protects the privacy of patient health information. HIPAA limits disclosure of what it calls "protected health information" (PHI). Under state law, California Code 56, et seq, protects medical and mental health information. Pursuant to federal and state laws, DCFS staff may not disclose medical or mental health information unless a specific legal exception applies. Unauthorized disclosure of confidential medical or mental health information carries both civil and criminal penalties.

### Court Reports

A child/NMD's sexual orientation is confidential and is not to be disclosed in any court reports unless the child/NMD has given permission to share the information.

### Disclosures to Family/Resource parents

Personnel shall not disclose information about a child/NMD's status as TGNC to a child/NMD's parent, legal guardians, resource parents, or other family members without the expressed consent of the child/NMD including in CFTMs.

Regardless of a parent/s wishes for disclosure it is the child/NMD's right to choose whether or not to disclose their sexual orientation.

### Case Planning and the **Child and Family Team (CFT)**

Affirming behaviors from parents/resource parents of the child/NMD's SOGIE may vary and can be a fluid process. The Child and Family Team (CFT) will work to protect the child/NMD from potential rejecting experiences in their living situation, and in service provision including but not limited to: educational, medical, mental health environments; and extracurricular activities. A goal of the case planning process is to be affirming of the child/NMD, as well as their peers, and parents/resource parents wherever they may be in their own process. Therefore, the child/NMD's SOGIE shall be a consideration in all case planning processes. A subject-matter expert, with demonstrated competency, may be retained to support this process, if necessary. In addition, the expert may be involved in CFTMs with the child/NMD's permission. This includes but is not limited to office-designated LGBTQ+ champions and external stakeholders/providers.

The CFT will drive the case planning process and ensure that significant connections are included in the plan for the child/NMD. The CFT will ensure that parents/resource parents have sufficient services, support, and resources to meet the needs of the child/NMD in their care. The CFT will assist with accessing these supportive services and resources. In addition, it will provide and facilitate whatever additional expertise is necessary to form and/or maintain healthy relationships between parents/resource parents and children/NMDs, including advocacy and education of outside parties (e.g. educational, legal, medical). [Back to Top ^](#)

Anytime there is a change in placement based on the child/NMD's housing needs, the CFT will work closely in the replacement of the child/NMD. Staff from both the current placement and the potential new placement shall closely collaborate prior to and during the replacement to ensure continuity of care.

## Placements

Children/NMDs have the right to be placed in homes and facilities according to their gender identity, regardless of their sex assigned at birth or sex/gender marker listed in their court, child welfare, medical, or vital records.

Self-identification is a fluid process, which may occur before, during, or after being placed. While children/NMDs have the right to be placed according to their gender identity, not all LGBTQ+, transgender and/or gender non-conforming (TGNC) children/NMDs will want to be placed based on their gender identity; however, some children/NMDs will be clear in their desire and must be placed accordingly. As per legislation, the intake process must include assessment of all the child/NMD's placement needs, including but not limited to the child/NMD's gender identity.

A child/NMD's SOGIE identity is confidential information. Staff may not divulge this information to anyone, including a child/NMD's roommate, without the child/NMD's expressed consent to document and/or disclose.

With regards to room assignments, a child/NMD's gender identity should not be the only deciding factor. Roommate compatibility assessments should be completed routinely. Staff placing a child/NMD can advocate for rooming assignments based on the needs of the child/NMD.

Placement decisions are to be made with regards to the best interest of the child/NMD based on recommendations from the CFT, Transitional Shelter Care (TSC) Program, Resource Family Approval (RFA) CSW, MDT, and the child/NMD.

## Gender-affirming Health Care

Per AB 2119 children/NMDs in foster care have the right to receive physical health and mental health care that includes gender affirming medical and mental health care services and are to be involved in the development of case plan elements related to placement and gender affirming health care, consistent with their gender identity.

## Reproductive Health

Per state law, children/NMDs in foster care are entitled to certain reproductive and sexual health care rights. Including being informed about their reproductive and sexual health care rights, upon entry into foster care and at least once every six months at the time of a regularly scheduled contact. Refer to Youth Reproductive Health and Pregnancy 0600-507.10 policy.

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## PROCEDURE

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All DCFS staff shall establish and maintain a culture of safety, inclusivity, and dignity where every child/NMD's identity is affirmed and their well-being is ensured.

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## Sexual Orientation, Gender Identity, and Expression (SOGIE)

### CSW Responsibilities

SOGIE is to be documented, if consent is given, in the CWS/CMS Client Notebook ID page in the Sexual Orientation, Gender Identity, and Gender Expression fields. CSWs must follow the outlined Instructions for Entering SOGIE Data into CWS/CMS and be aware of the following:

- The sharing of SOGIE information by the child/NMD is voluntary and the child/NMD may decline to disclose any of their SOGIE information.
- If consent is given by the child/NMD, document in CWS/CMS what the child/NMD discloses and update the information as changes are reported by the child/NMD.
- Subjective opinions or assumptions on a child/NMD's SOGIE should neither be made nor documented in CWS/CMS.
- There is no right or wrong age to ask a child/NMD about their sexual orientation and gender identity and expression.
- Engage children/NMDs who are developmentally and cognitively capable of understanding and discussing gender, in an age-appropriate discussion of their preferred gender expression and the gender with which they identify.
- CSWs are to periodically have ongoing age-appropriate conversations regarding a child/NMD's preferred gender expression and identity and are to update consent in CWS/CMS accordingly.
- A child/NMD's SOGIE is not static and may change during the duration of a case.
- Per WIC 827, a child/NMD's SOGIE is not to be disclosed to other individuals or agencies, without the child/NMD's permission.
- Refer to the glossary of SOGIE data frame definitions to ensure consistent usage and unified understanding of SOGIE terms.

Refer to Respectfully asking Sexual Orientation/Gender Identity SOGI Questions for guidance on asking about SOGIE.

### SCSW Responsibilities

- Ensure that CSWs utilize best practices when inquiring about SOGIE and, if applicable, appropriately documented the response provided in the CWS/CMS Client Notebook ID page in the Sexual Orientation, Gender Identity, and Gender Expression fields.
- Ensure that confidentiality is followed in court reports and that SOGIE is only disclosed if a child/NMD has provided consent.

### Confidentiality

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### CSW Responsibilities

All information regarding a child/NMD's SOGIE is confidential and not to be disclosed to anyone or documented without the child/NMD's expressed consent. Each category of SOGIE data shall only be documented if a child/NMD expresses consent to document and disclose. For any field(s) a child/NMD does not express consent, CSW shall only select "Declines to state" in CWS/CMS and should not otherwise document and/or disclose.

#### Documenting Consent:

If a child/NMD expresses consent for SOGIE to be documented and/or disclosed, the CSW is to document in the CWS/CMS Client Notebook ID page, in the respective sexual orientation or gender identity description field the following:

**\*\*\*CONFIDENTIAL\*\*** On DATE child/NMD expressed consent for \_\_\_\_ [sexual orientation or gender identity] data to be documented and/or disclosed. **\*\*CONFIDENTIAL\*\***

Summary	ID	Demog.	Address	Names	Related Clients	ID Num	Juv Cr.#	Search L
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**Name and Identification**

**Client Information**

Prefix: [ ] First: [ ] Middle: [ ] Last: [ ] Suffix: [ ] Name Type: Legal

Sex at Birth: Unknown Marital Status: [ ] SSN: [ ] Client Index Number (CIN): [ ]

Driver's License - State/Number: [ ] Date of Birth: [ ] Age and Age Unit: [ ]

Self Reporter Alien Registration #: [ ]

Client is a Minor/NMD Parent Client Number: 0830-9057-1-967-1023291

Outstanding Warrant Exists

**SOGIE Data**

Sexual Orientation: Not Listed  
Reason Unable to Determine: [ ]  
Description: **\*\*\*CONFIDENTIAL\*\*** On DATE child/NMD expressed consent for \_\_\_\_ [sexual orientation or gender identity]  
Gender Identity: [ ]  
Description: [ ]  
Gender Expression: [ ]

**Language**

Primary Language: [ ]  
Secondary Language: [ ]  
Literate:  
 Yes  
 No  
 Unknown  
 Not Applicable

**Race/Ethnicity**

Specify F: [ ]  
Primary E: [ ]  
Unable to Specify: [ ]  
Other Eth: [ ]

**Confidentiality**

Confidential Effective: [ ]

In the absence of a description field for gender expression, CSWs shall follow the same documentation procedure utilizing the gender identity description field.

For example, a child/NMD may disclose that they are heterosexual (sexual orientation), gender queer (gender identity), and feminine (gender expression); however, they may express that they do not give consent for their gender identity or expression to be documented or disclosed. In such a case, the CSW shall only document the sexual orientation as disclosed, and include the following note in the description field:

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**\*\* CONFIDENTIAL \*\*** On DATE child/NMD expressed consent for sexual orientation to be documented **\*\* CONFIDENTIAL \*\***.

In the gender identity and gender expression fields, the CSW shall select "declines to state."

Summary	ID	Demog	Address	Names	Related Clients	ID Num	Juv Cit:#
<b>Name and Identification</b>							
<b>Client Information</b>							
Prefix	First	Middle	Last	Suffix	Name T		
					Legal		
Sex at Birth	Marital Status	SSN	Client Index Num				
Unknown							
Driver's License - State/Number	Date of Birth	or	Age and Age				
<input type="checkbox"/> Self Reporter	Alien Registration #						
<input type="checkbox"/> Client is a Minor/NMD Parent	Client Number	1298-0085-7893-5023291					
<input type="checkbox"/> Outstanding Warrant Exists							
<b>SOGIE Data</b>				<b>Language</b>			
Sexual Orientation				Primary Language			
Reason Unable to Determine				Secondary Language			
Description				<input type="radio"/> Literate <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Applicable			
Gender Identity	Not Listed						
Description	<b>** CONFIDENTIAL **</b> On DATE child/NMD expressed consent for sexual orientation to be documented						
Gender Expression							

If a child/NMD provides specific information regarding to whom or what can be shared/documented, CSWs are to include the specifics in the Description Fields.

**Placements:**

CSWs may not document or disclose SOGIE information to anyone, including a child/NMD's roommate(s), parents/guardians, or resource parents without the child/NMD's expressed consent to do so. Staff can advocate for rooming assignments based on the needs of the child/NMD.

All placements shall be safe and affirming of children/NMD's SOGIE and placement decisions are to be made with regards to the best interest of the child/NMD based on recommendations from the CFT, Transitional Shelter Care (TSC) Program, Resource Family Approval (RFA) CSW, MDT, and the child/NMD.

To help ensure that all placements are safe and affirming of a child/NMD's SOGIE, the following should be discussed with a transgender youth/NMD before placement is sought:

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- A transgender child/NMD should be asked if their gender identity may be disclosed and/or if the fact that they are transgender may be disclosed to intake workers, caretakers, etc.
- If a transgender child/NMD does not consent to their gender identity being disclosed, they should be advised that the gender assigned to them at birth will be disclosed to intake workers, caretakers, etc.

At no time should a child/NMD's identification as transgender be disclosed without their explicit consent; while, as default, a child/NMD's gender assigned at birth will be disclosed unless the child/NMD gives explicit consent to disclose their gender identity

For additional assistance with finding placements, CSWS may refer to the Transitional Shelter Care (TSC) Program to access help from the [Accelerated Placement Team \(APT\)](#). CSWs may refer to 0100-510.37 Transitional Shelter Care (TSC) Program for guidance on requesting placement assistance.

#### Medical Records:

The disclosure of medical and mental health information, including Protected Health Information (PHI), is regulated by federal and state laws. Under federal law, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, protects the privacy of patient health information. This includes but is not limited to gender affirming care. CSWs may refer to policy 0600-500.20 Health and [Medical Information](#) for guidance on confidentiality of Medical Records.

#### Court Reports:

SOGIE information is not to be documented in Court Reports or otherwise disclosed in court proceedings unless a child/NMD has expressed consent for said information to be documented and/or disclosed. In such a case, the CSW shall follow the documenting consent protocol.

#### Disclosures to Parents/Guardians and Resource Parents:

Per WIC 827, a child/NMD's SOGIE is not to be disclosed to other individuals or agencies, without the child/NMD's permission. Staff is not to disclose or document a child/NMD's SOGIE to a child/NMD's parents/guardians and resource parents without the child/NMD's expressed consent to do so. In such a case, the CSW shall follow the documenting consent protocol.

Regardless of a parent/s wishes for disclosure it is the child/NMD's right to choose whether or not to disclose their sexual orientation

#### Case Planning and the Child and Family Team (CFT)

A child/NMD's CFT shall establish and maintain a safe and inclusive culture where the child/NMD's SOGIE is affirmed and their well-being is ensured.

#### [CSW Responsibilities](#)

CSWs are to ensure that a child/NMD's SOGIE consent is confirmed with them prior to any CFTMs as it pertains to any parties who may be present. Documenting consent protocol shall be followed to reflect any updates and CSWs shall follow all procedures for Child and Family Team meetings.

#### Transgender and Gender Non-Conforming (TGNC) Children/NMDs

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TGNC children/NMDs have the right to be placed according to their gender identity, irrespective of the sex/gender marker listed on any legal/medical documents. SB 731 (2015) policy shall be provided to all children/NMDs prior to out of home placement, parents/guardians at time of removal, and resource parents at orientation and redetermination.

### Placements

#### Bathroom/shower use:

TGNC children/NMDs have the right to access bathrooms and showers that align with their gender identity, regardless of sex assigned at birth and/or legal documentation. Safety planning and prudent parenting standards shall be utilized for TGNC children/NMDs regarding the use of bathrooms and showers. Alternative arrangements should only be made at the request of the TGNC child/NMD; TGNC children/NMDs shall not be compelled to use alternative bathrooms/showers. Prudent Parenting standards should apply when the child's/NMD's needs may put them in danger. Alternative arrangements may include, but are not limited to:

- a. Accessibility of single stall, gender neutral bathrooms, and/or private showers;
- b. Staff supervision during use of communal bathrooms/showers; and
- c. A separate shower schedule for TGNC children/NMDs if they request it.

#### Access to services/programs:

TGNC children/NMDs have the right to participate in and have access to all available services/programs. Resource parents and service providers are to provide care and support inclusive of their identity. The CFT can be utilized to access additional resources (e.g. gender affirming care, programs, etc.) with expressed consent from and at the request of the child/NMD.

#### Name and use of pronouns:

TGNC children/NMDs may designate a name and pronouns to be used that reflects their identity, even if their name has not been legally changed and/or legal documentation has not been updated. Placements shall address TGNC children/NMDs using their asserted name and pronouns. DCFS shall ensure that all placements are in compliance with legal requirements, are affirming, and utilize best practices. A TGNC child/NMD's personal rights must be respected; misgendering and use of derogatory terms by any party shall be addressed and may be considered maltreatment.

A TGNC child's/NMD's asserted name and pronouns shall be included on all documents in conformity with confidentiality practices. Using the child/NMD's asserted name and/or pronouns shall only be done with the expressed consent of the child/NMD and to the extent the child/NMD has given their consent. On all DCFS and court documents, the child/NMD will first be referred to by their legal name, along with the child's/NMD's asserted name as an AKA, with the asserted name and pronouns emphasized in order to minimize confusion as to which name/pronouns to use. Thereafter, the child/NMD shall be referred to by their asserted name and pronouns.

#### EXAMPLE:

Jane Doe, AKA John Doe (they/them/theirs), is currently placed with their paternal aunt. They are attending their school of origin where .....

In the event that the child/NMD expresses an interest in changing their legal name and/or gender marker, petitions to the court may be utilized. CSWs shall consult with minor's counsel on this process if child consents and can refer children/NMD to the Los Angeles Superior Court self-help page at [Back to Top ^](#)

<https://www.courts.ca.gov/41237.htm> for further information. DCFS will not/cannot petition for any legal name change, but can make the juvenile court aware if this is something the child/NMD desires and the child/NMD has given consent to bring this to the court's and/or minor's counsel's attention.

## Gender-affirming Health Care

Per AB 2119 "Gender affirming health care" means medically necessary health care that respects the gender identity of the patient, as experienced and defined by the patient, and may include, but is not limited to the following:

- Interventions to suppress the development of endogenous secondary sex characteristics.
- Interventions to align the patient's appearance or physical body with the patient's gender identity.
- Interventions to alleviate symptoms of clinically significant distress resulting from gender dysphoria, as defined in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition.

Gender identity formation is a typical, healthy part of child development and generally begins around two (2) years old. However, healthy development may be impacted by negative bias and rejection. When a child/NMD expresses an incongruence with regards to their gender identity as it relates to their sex assigned at birth, qualified and affirming experts may be consulted, and age-appropriate resources shall be provided to the child/NMD.

When possible and appropriate, parents/guardians should be involved in the child's/NMD's health care. Children/NMDs can receive hormone therapy, including but not limited to: hormone blockers and hormone replacement therapy; however, parental or court consent is required, with limited exceptions (Family Code 6922). Should the child/NMD request any gender affirming care, the agency shall have the child/NMD assessed by a qualified, licensed, and affirming medical practitioner with competency in working with transgender children/NMDs as soon as possible.

If any child/NMD placed is already in the process of transitioning through the use of hormones, DCFS may need legal approval (parental or court) for continued treatment and must obtain medical advice, guidance, and clearance for formal prescriptions; which must be obtained promptly to ensure continuity of care. DCFS shall ensure that staff and resource parents are in compliance with medical protocols and the physician's treatment plan. In cases where the child/NMD has an anticipated change of placement, a healthcare continuity plan shall be developed.

In the event that the child/NMD expresses the desire for gender-affirming care and/or the medical professional recommends gender-affirming care, but consent is not given by the medical rights holder, a court hearing date shall immediately be requested to approve said care.

## Reproductive Health (SB89)

Resource Families (i.e. care providers, such as foster parents and group home providers) in consultation with the CSW shall be responsible for ensuring that children/NMDs, who remain in long-term foster care, receive age-appropriate, medically accurate, culturally sensitive pregnancy prevention information that includes:

- Informing children/NMDs about their confidentiality rights regarding medical services and seeking the child/NMD's written consent prior to any disclosure of their sexual or reproductive health information. Also, informing children/NMDs of their right to withhold consent to such disclosure(s.)
- Children/NMDs be provided with a copy of the Foster Youth Bill of Rights upon entry into foster care and at least once every six (6) months at the time of scheduled contact.

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- The right to fair and equal access to all available services, placement, care, treatment and benefits, and to not be subjected to discrimination or harassment based on actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or Human Immunodeficiency Virus (HIV) status.

Refer to Youth Reproductive Health and Pregnancy 0600-507.10 policy and ACL 16-82 for further information.

## CSW and SCSW Responsibilities

Different scenarios may arise on a case-by-case basis regarding LGBTQ+ children/NMDs, CSWs and SCSWs are to conference and/or contact County Counsel for any questions.

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## HELPFUL LINKS

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### Attachments and Resources

[FYI- 18-07-Transgender Children/Nonminor Dependents in Out-of-Home care](#)  
[Los Angeles County Placement Coordinating Memorandum](#)  
[Recognize Intervene Support Empower \(RISE\) Program Glossary](#)  
[Instructions for Entering SOGIE Data into CWS/CMS](#)  
[LA County Foster Youth Bill of Rights \(FYBOR\)](#)  
[Guidelines for Managing Information Related to the Sexual Orientation & Gender Identity and Expression of Children in Child Welfare Systems"](#)  
[Williams-Holarchy study on LGBTQ+ youth in foster care](#)  
[Mapping the Road to Equity, The Annual State of LGBTQ+ Communities 2018](#)  
[California Sexual and Reproductive Health Care- California Healthy Youth Act](#)  
[Respectfully asking Sexual Orientation/Gender Identity SOGI Questions](#)  
[LA County LGBTQ+ Youth Resources](#)  
[Managing Information SOGIE Maintaining the Health and Safety of Youth in Care](#)  
[Sharing and Disclosure of Protected Health Information \(PHI\) for DCFS Involved Children](#)  
<https://www.courts.ca.gov/41237.htm> Los Angeles Superior Court self-help page-Info on name change

### Referenced Policy Guides

[0100-510.61 Placement Responsibilities](#)  
[0100-520.10 Evaluating a Prospective Caregiver](#)  
[0100-510.37 Transitional Shelter Care \(TSC\) Program](#)  
[0100-510.17 Placing a Child in Out-of-Home Care](#)  
[0100-510.60, Placement Considerations for Children](#)  
[0100-570.05, Quality of Life in Out-of-Home Care](#)  
[0600-500.20 Health and Medical Information](#)  
[0600-501.10 Consent for Routine Medical Care](#)  
[0600-507.10 Youth Reproductive Health and Pregnancy](#)  
[0070-548.01 Child and Family Team \(CFT\)](#)

### Statutes

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[All County Letter 17-64](#) – Outlines the placement changes for children and NMDs per Senate Bill 731 (2015). It requires that children and NMDs in out of home care shall be placed according to their gender identity if the child/NMD so desires per WIC 16006, WIC 16001.9(a)(24), H&S Code 1502.8.

[All County Letter 16-82](#) – Outlines the reproductive and sexual health care and related rights of youth and **Non-Minor Dependents (NMDs)** in foster care.

[All County Letter 19-27](#) –Gender Affirming Care for Minor and Non-minor Dependents in Foster Care.

[AB 2119- Gender Affirming Care for Minor and Non-minor Dependents in Foster Care](#)

[Health and Safety Code section 1502.8](#) – Requires the Department of Social Services to adopt regulations consistent with the new personal right of minors and NMDs in foster care to be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

[Title 22, Division 6, Chapter 9.5, Section 89377](#) – States that a caregiver is responsible for applying the **Reasonable and Prudent Parent Standard** and what factors to consider.

[California Department of Social Services \(CDSS\), All County Information Notice \(ACIN\) I-20-08](#) - References and incorporates current and new legal requirements regarding health records for foster children, access to foster child's PHI by CSWs, documentation of PHI in CWS/CMS, and restrictions on sharing PHI gathered by DCFS.

California Health and Safety Code § 1502.8

Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. V1232g; 34 CFS Part 99)

[Welfare and Institutions Code \(WIC\) Section 16001.9 \(a\)\(1-41\)](#) - States that all children placed in foster care, either voluntarily or after being adjudged a ward or dependent of the juvenile court pursuant to Section 300, 601, or 602, shall have the rights specified in this section. These rights also apply to non-minor dependents in foster care, except when they conflict with non-minor dependents' retention of all their legal decision making authority as an adult.

[Welfare and Institutions Code section 16001.9\(a\)\(24\)](#) – Affords the right of all minors and non minors in foster care to be placed in out-of-home care according to their gender identity, regardless of the gender or sex listed their court or child welfare records.

[Welfare and Institutions Code section 16006](#) – Requires that all children and NMDs in out-of-home care be placed according to their gender identity, regardless of the gender or sex listed in their court or child welfare records.

[Welfare and Institutions Code \(WIC\) Section 16013 \(a\)\(b\)](#) - States that all persons engaged in providing care and services to foster children, including, but not limited to, foster parents, adoptive parents, relative caregivers, and other caregivers contracting with a county welfare department, shall have fair and equal access to all available programs, services, benefits, and licensing processes, and shall not be subjected to discrimination or harassment on the basis of their clients' or their own actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status. (b) Nothing in this section shall be interpreted to create or modify existing preferences for foster placements or to limit the local placement agency's ability to make placement decisions for a child based on the child's best interests.

California Health and Safety Code § 1522

California Health and Safety Code § 15422.41(c)(1)(H)(I)(K)

California Health and Safety Code § 1522.41(c)(2)(G)(I)

California Health and Safety Code § 1522.41(d)(3)(5)

California Health and Safety Code § 1529.2(b)(5)-(6);(c)(2)

California Health and Safety Code §1563(c)(5);(d)(6)(13)

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# Exhibit A-6 Communication Campaign 6 Places to Share Your Personal Pronouns Infographic

Become a pro at pronouns!

**6** Places to Share Your Personal Pronouns

**1** **Your email signature**

Try adding your pronouns to your email signature lines, so that all folks you correspond with will be in the know. This is especially helpful when corresponding with someone who goes by a gender-neutral name like 'Taylor' or 'Alex'.

**2** **Business cards**

Business cards are meant to provide your contact information and convey the overall image of your organization, so why not include your pronouns? This can help create lasting first impressions!

**3** **Social Media Bio**

Consider adding your pronouns to your social media bios, or even your standard bio. This will help convey not just your experience and achievements, but your whole self to the reader.

**4** **During introductions**

Sharing your pronouns during introductions is a great way to eliminate confusion right up front. Share them anytime you're meeting someone new. "Hi, my name is Sally and I go by she/her pronouns. How about you?"

**5** **Anytime you speak in front of people**

Presenting a speech at a conference? Leading an upcoming workshop? This a great opportunity to share your pronouns and demonstrate your commitment to creating equitable spaces for everyone.

**6** **Virtual meeting sign-in**

Now that a lot of our day-to-day work has gone virtual, you have another opportunity share your pronouns by adding them after your name in your log-in. This way when using Microsoft Teams, Zoom, WebEx or others, your pronouns will appear alongside your name in your profile.

Using someone's correct personal pronouns is a way to respect them and create an inclusive environment, so get out there and start sharing your personal pronouns too!

Building a Better Tomorrow

*RESPECT*

*Diversity*

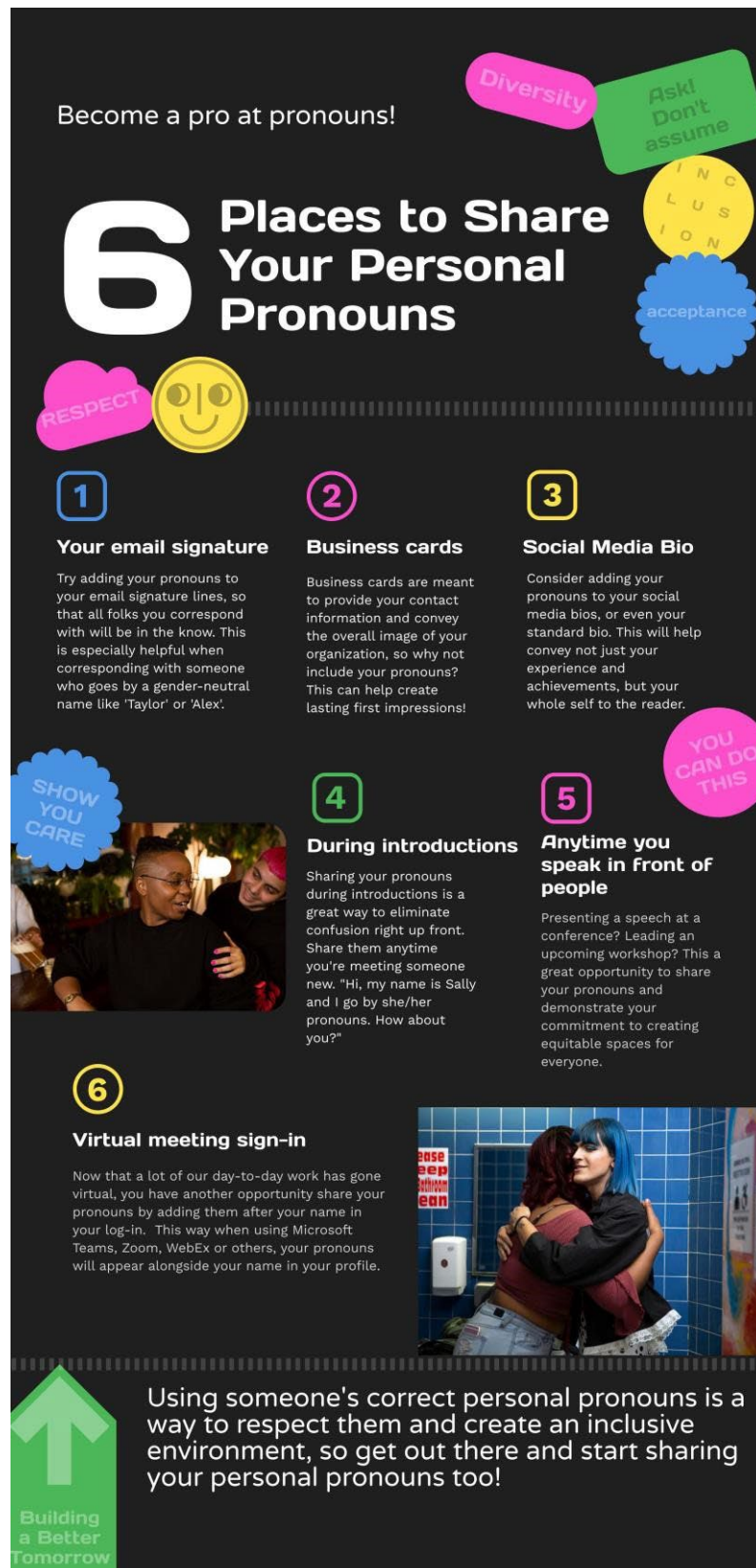
*Ask! Don't assume*

*INC LUS ION*

*acceptance*

*SHOW YOU CARE*

*YOU CAN DO THIS*



## Exhibit A-7 Los Angeles County Department of Human Resources Transgender Awareness Glossary of Terms



<b>LGBTQ+</b>	Lesbian, gay, bisexual, transgender, queer/questioning, and '+' to represent all other sexualities/gender minorities
<b>SOGIE</b>	Sexual orientation, gender identity/expression
<b>GNC</b>	Gender non-conforming
<b>FTM</b>	Female to male
<b>MTF</b>	Male to female
<b>Sex assigned at birth</b>	The process that occurs at birth when an infant is assigned a sex of either male or female based on the appearance of their external anatomy
<b>Gender</b>	Attitudes, feelings, characteristics, and behaviors that a given culture or society associates with being man, woman, or other, and that are often labeled as 'masculine' or 'feminine'
<b>Gender Identity</b>	A person's internal understanding of their gender, or the perception of a person's gender identity which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.
<b>Gender Expression</b>	External manifestation of gender expressed through one's name, pronouns, clothing, haircut, behavior, voice, and/or body characteristics
<b>Sexual Orientation</b>	Describes a person's enduring physical, romantic, and/or emotional attraction to another person
<b>Heterosexual/Straight</b>	An adjective used to describe people whose enduring physical, romantic, and/or emotional attraction is to people of the opposite sex
<b>Heterosexism</b>	The dominant notion or assumption that all people are heterosexual (and that heterosexuality is superior, better, and preferred)
<b>Lesbian</b>	A term used to describe a woman who is attracted to another woman
<b>Gay</b>	A term used to describe a person attracted to someone of the same gender (this term may be used by a man attracted to another man, or by a woman attracted to another woman)



<b>Homosexual*</b>	Outdated clinical term used to describe people attracted to their same gender, but is considered derogatory and offensive
<b>Homophobia</b>	The fear of people attracted to the same sex
<b>Bisexual/Bi</b>	a person who is attracted to people of their own gender as well as another gender
<b>Pansexual</b>	A sexual orientation characterized by the potential to have aesthetic attraction, romantic love, and/or desire for a person regardless of gender identity or sex assigned at birth
<b>Asexual</b>	A term used to describe people who do not experience sexual attraction
<b>Queer*</b>	A self-identification, sometimes used as an umbrella term, that indicates not fitting cultural norms around SOGIE, someone who is not exclusively heterosexual
<b>Questioning</b>	A person who is exploring or questioning one or more aspects of their SOGIE
<b>Sex Binary</b>	The classification of sex into two distinct, opposite, and rigidly fixed anatomical options: male or female, both grounded in a person's physical anatomy including genitals and internal reproductive organs, chromosomes, and hormones
<b>Gender Binary</b>	The idea that gender is strictly an either/or option of men who are masculine, or women who are feminine based on sex assigned at birth (rather than on a continuum or spectrum of identities and expressions)
<b>Gender Roles</b>	Culturally or socially determined sets of attitudes and behaviors that are expected of an individual based on their sex assigned at birth and/or gender identity, and/or perceived sex assigned at birth or gender identity
<b>Cisgender</b>	An adjective that describes a person whose gender identity aligns with their sex assigned at birth; not transgender
<b>Transgender/Trans</b>	An adjective and umbrella term for people whose gender identity and/or gender expression differs from what is typically associated with the sex they were assigned at birth
<b>Transphobia</b>	Dislike of or prejudice against transgender people
<b>Transsexual*</b>	An older, highly medicalized term preferred by some people who have permanently changed, or seek to change, their bodies through medical intervention, including, but not limited to hormones and/or surgeries
<b>Transgender Man</b>	Also known as <i>trans man</i> or <i>man</i> , people who were assigned female at birth but identify and live as a man may use this term to describe themselves
<b>Transgender Woman</b>	Also known as <i>trans woman</i> or <i>woman</i> , people who were assigned male at birth but identify and live as a woman may use this term to describe themselves

<b>Gender Non-conforming</b>	A term used to describe some people whose gender expression is different from conventional expectations of masculinity and femininity
<b>Non-Binary/Enby (NB)</b>	(see genderqueer)
<b>Genderqueer</b>	An umbrella term used by some people to describe their gender identity and/or gender expression as falling outside the categories of man or woman, somewhere between man and woman, or they may define it as wholly different from the terms of man and woman
<b>Gender Variant</b>	Expressing gender and/or having gender characteristics that do not conform to the expectations of society and culture (also referred to as 'gender creative')
<b>Gender Fluid</b>	An individual whose gender identity may continually change throughout their lifetime within different contexts and settings; may identify differently from situation to situation
<b>Two-Spirit</b>	A term traditionally used by some Indigenous tribes to recognize individuals who possess qualities or fulfill roles of multiple genders
<b>Drag Queen/King</b>	A person who dresses and acts like another gender for entertainment purposes; usually does not self-identify as transgender
<b>Cross Dress/er</b>	Typically describes a heterosexual man who occasionally wears clothes, makeup, and accessories culturally associated with women; done as a form of gender expression and not done for entertainment purposes
<b>Androgynous/Andro</b>	A gender expression that consistently has both masculine and feminine elements or neither (i.e. gender neutral)
<b>Intersex</b>	An umbrella term describing people born with reproductive or sexual anatomy and/or a chromosome pattern that can't be classified as typically male or typically female
<b>Gender Dysphoria</b>	The formal diagnosis in the American Psychiatric Association's Diagnostic and Statistical Manual (DSM) used to indicate that a person meets the diagnostic criteria to engage in medical transition
<b>Transition</b>	The process by which a person begins to develop and assume a gender expression that more closely aligns with their gender identity; this may or may not include medical intervention
<b>Coming Out</b>	The lifelong process through which a person acknowledges and explains their gender identity and/or sexual orientation to themselves and others
<b>Out</b>	A person who self-identifies as LGBTQ+ in their personal, public, and/or professional lives

**EXHIBIT B**

**PRICING SHEET**  
**LGBTQIA2S+ Tailored Services to Youth**

The undersigned offers to provide LGBTQIA2S+ Tailored Services to Youth, their parents, legal guardian and/or resource parent(s) set forth in RFP 23-4-001. I agree that if the County of Los Angeles Board of Supervisors accepts my proposal, I will commence services immediately following contract execution. I agree to provide the specified services for the County of Los Angeles, Department of Children and Family Services in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

<b>Table A</b>	<b>BASE RATE</b>	
	Type	FLAT RATE
	Includes:	<u>\$1055.00</u>
	In-Person/Virtual Visit (two visits per month)	
	Case Management and Case Consultation(s)	
	Monthly Referral Log	
	Intake Assessment and Report	
	Three Quarterly Reports	
	Closing Report	
	1x Monthly Coaching Network/Meeting	
	Training and Supervision for Staff and Volunteers	
	Program Monitoring and Evaluation	
	Program Education Services	
	Other Indirect Costs	
<b>Table B</b>	<b>RATE FOR DIRECT SERVICES</b>	
	TYPE	HOURLY RATE
	Administrative Support (paperwork, referrals and linkage)	<u>\$ 24.00</u>
	Individual Counseling	<u>\$ 72.00</u>
	Family Counseling	<u>\$ 72.00</u>
	Group Counseling/Support Groups	<u>\$ 37.00</u>
	Substance Abuse Counselor	<u>\$ 72.00</u>
	Intimate Partner Violence/Domestic Violence Counselor	<u>\$ 72.00</u>
	Education/Career Services	<u>\$ 30.00</u>
	Well-Being/Life Skills	<u>\$ 30.00</u>
	Parent/Caretaker/Family/Support Team Training	<u>\$ 30.00</u>
	Faith Based Services	<u>\$ 30.00</u>
	Child and Family Team Meetings (3 hour max)	<u>\$ 60.00</u>

Table C	RATE FOR PRIDE EVENTS	
	TYPE	FLAT RATE
	Per Event (two event maximum)	\$ <u>125/event</u>
Table D	RATE FOR AUXILIARY FUNDS	
	TYPE	FLAT RATE
	AUXILIARY/EMERGENCY FUNDS	\$ <u>110.00 (one time)</u>

The LGBTQIA2S+ Tailored Services to Youth program is a 12-month and 150 participant program. The budget consists of the monthly base rate (\$1055) plus monthly direct services (\$690) to be less than or equal to \$1745 a month per participant. Participants will additionally be entitled to participate in two pride events in the 12 month time frame with each event rate at \$125 per event, \$250 maximum. Participants are also entitled to receive a one-time payment of \$110 to assist with additional and/or emergent needs.

**Budget not to exceed:**

FY 2024-2025 : \$1,066,667  
(MAR 1 to June 30)

FY 2025 - 2026 \$3,200,000  
(July 1 to June 30)

FY 2026-2027 \$3,200,000  
(July 1 to June 30)

FY 2027-2028 \$3,200,000  
(July 1 to June 30)

Print Name of Authorized Personnel:	Title:
Signature:	Date:

## LINE ITEM BUDGET AND BUDGET NARRATIVE

(\*Number of Referrals Not Guaranteed)

### LINE-ITEM BUDGET SAMPLE

**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary	Months	Total
Contract Program Coordinator	_____	\$ _____	\$ _____	\$ _____	\$ _____
Contract Program Navigator	_____	\$ _____	\$ _____	\$ _____	\$ _____
Counselor/Therapist	_____	\$ _____	\$ _____	\$ _____	\$ _____
Substance Abuse Counselor	_____	\$ _____	\$ _____	\$ _____	\$ _____
Intimate Partner Violence Counselor	_____	\$ _____	\$ _____	\$ _____	\$ _____
Other		\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Salaries and Wages</b>					\$ _____

\*FTE = Full Time Equivalent Positions

---

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

**Total Benefits \$**

---

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Payroll Taxes</b>	
	<b>\$ _____</b>

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Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Mileage	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone Utilities	\$ _____
Other Direct costs	\$ _____
Other	\$ _____

**Total Insurance/Misc. S & S**      **\$ \_\_\_\_\_**

---

**TOTAL DIRECT COSTS**      **\$ \_\_\_\_\_**

-----  
**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping \$ \_\_\_\_\_  
Management Overhead (Specify) \$ \_\_\_\_\_  
Other (Specify) \$ \_\_\_\_\_

**TOTAL INDIRECT COSTS** \$ \_\_\_\_\_

-----  
**TOTAL DIRECT AND INDIRECT COST**

PROFIT (Please enter percentage: %) \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_ x 12 months = **Annual Costs of \$** \_\_\_\_\_ \*

**Table 2: Fixed Fee for Services (Direct Services)**

Administrative Support (paperwork, referrals and linkage) \$ \_\_\_\_\_  
Individual Counseling \$ \_\_\_\_\_  
Family Counseling \$ \_\_\_\_\_  
Group Counseling \$ \_\_\_\_\_  
Support Group \$ \_\_\_\_\_  
Mentorship Services \$ \_\_\_\_\_  
Substance Abuse/Use Counseling \$ \_\_\_\_\_  
Intimate Partner Violence/Domestic Violence Services \$ \_\_\_\_\_  
Crisis Intervention/Suicide Prevention (referrals and linkages) \$ \_\_\_\_\_  
Education and Career Services \$ \_\_\_\_\_  
Well-Being and Life Skills Services \$ \_\_\_\_\_  
Health and Medical Services \$ \_\_\_\_\_  
Housing Resources and Services \$ \_\_\_\_\_  
Support Training \$ \_\_\_\_\_  
Faith Based Services (referral and linkage) \$ \_\_\_\_\_  
Child Family and Team Meetings \$ \_\_\_\_\_

**TOTAL FOR FIXED FEE FOR SERVICE COSTS** \$ \_\_\_\_\_

**Table 3: Fixed Fee for Services (Rate for Pride Events)**

Per Event (two event maximum) \$ \_\_\_\_\_

**TOTAL FOR FIXED FEE FOR SERVICE COSTS** \$ \_\_\_\_\_

**Table 4: Cost Reimbursement (Auxiliary Funds)**

Auxiliary/Emergency Funds \$ \_\_\_\_\_

**TOTAL FOR AUXILIARY FUNDS COSTS** \$ \_\_\_\_\_

---

Total Annual Costs: \$ \_\_\_\_\_  
Total Annual Budget \$ \_\_\_\_\_  
Direct Services: \$ \_\_\_\_\_  
Rate for Pride Events \$ \_\_\_\_\_  
Auxiliary Funds \$ \_\_\_\_\_  
Total Annual Tailored Services \$ \_\_\_\_\_

## **LGBTQIA2S+ Tailored Services BUDGET NARRATIVE**

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

### **DIRECT COST**

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program. All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.29, Insurance Coverage.

### **INDIRECT COST**

All details and computations associated with indirect costs should be explained. Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%), which should be submitted along with their proposal.

**For purpose of the solicitation process, the budget shall be calculated based on an assumption of 150 participants per contract year. Proposer shall calculate their contract budget as follows:**

**The LGBTQIA2S+ Tailored Services to Youth program is a 12-month and 150-participant program. The budget consists of the monthly base rate (\$1055) plus monthly direct services (\$690) to be less than or equal to \$1745 a month per participant. Participants will additionally be entitled to participate in two pride events in the 12 month time frame with each event rate at \$125 per event, \$250 maximum. Participants are also entitled to receive a one-time payment of \$110 to assist with additional and/or emergent needs.**

COUNTY'S ADMINISTRATION

CONTRACT NO 23-04-XXX

**COUNTY PROGRAM MANAGER:**

**Name:** Jamie Estrada

**Title:** County Program Manager

**Address:** 510 s. Vermont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90020

**Telephone:** 323-821-3578

**Facsimile:** NA

**E-Mail Address:** estraja@dcfs.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

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

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

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

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

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

**E-Mail Address:** @dcfs.lacounty.gov



**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION (SOI). THE DESIGNATED CONTACT PERSON(S) WILL RECEIVE ALL CORRESPONDENCE TO THIS CONTRACT.**

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ Contract No \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ Contract No: \_\_\_\_\_

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ Contract No: \_\_\_\_\_

Non-Employee Name: \_\_\_\_\_

**GENERAL INFORMATION**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

**FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER**

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



**ABOUT THE BABY SAFE SURRENDER PROGRAM**

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

**ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.**

**1.877.222.9723  
BabySafeLA.org**

**THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.**



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**USER COMPLAINT REPORT (UCR) FORM  
LGBTQIA2S+ TAILORED SERVICES**

This form is to be used by DCFS Administrative Staff, County Social Workers, County Program Manager or Designee of the LGBTQIA2S+ Tailored Services to report service discrepancies and failure to comply with service delivery requirements as specified in the Statement of Work and Contract. This User Complaint Report Form must be delivered immediately to the County Program Manager for this Contract.

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_

DCFS Office Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- Contractor’s Project Director is not responding to messages.
- Contractor’s staff not available or not responding to messages.
- Illegal or inappropriate behavior by Contractor’s Child Care Services Staff.
- Contractor not submitting invoices, reports or maintaining records as required.
- Contractor unable to receive Referral Requests as required.
- LGBTQIA2S+ Tailored Services Delivery is not in compliance as specified in the Contract.
- Contractor not complying with the Referral/Database requirements as specified in the Contract.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Contractor not complying with the Corrective Action Plan as specified in the Contract.
- Other (describe):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To report an urgent/serious problem, please call:**

Jamie Estrada  
(323) 821-3578

Send UCR to Jamie Estrada by email: [estraja@dcfs.lacounty.gov](mailto:estraja@dcfs.lacounty.gov)

Send a copy to DCF Contracts Administration Division, 510 s. Vermont Avenue, 14th Floor, Los Angeles, CA 90020.



## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

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

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

#### 1.1 Accrual Basis

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

Recorded accruals (e.g., to estimate expenditures) shall be reversed in the subsequent accounting period or when deemed appropriate in accordance with Generally Accepted Accounting Principles (GAAP).

## A-C Contract Accounting and Administration Handbook

### 1.2 Cash Basis

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

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

### 1.3 Prepaid Expenditures

Prepaid expenditures (e.g., insurance, service agreements, lease agreements) must be expensed during the appropriate Agreement year to the extent goods and services are received, or are applicable to that Agreement year.

### 2.0 Accounting System

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

### 2.1 General Journal

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

Example:

	<u>Debit</u>	<u>Credit</u>
Rent Expenditure	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

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

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

### 2.3 Cash Disbursements Journal

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

The Cash Disbursements Journal must, at a minimum, contain the following column headings:

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

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

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

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

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

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

### 2.4 General Ledger

A General Ledger must be maintained with accounts for all assets, liabilities, fund balances, revenues, and expenditures. Separate accounts or cost centers must be maintained for the revenues (e.g., donations, grants, rental income, miscellaneous revenue) and expenditures of each of the CONTRACTOR'S programs and activities (both COUNTY and non-COUNTY).

### 2.5 Chart of Accounts

A Chart of Accounts must be maintained:

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

### 2.6 Payroll Register

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

- Name
- Position
- Unique code identifying each employee (e.g., employee number/ID)
- Salary or hourly wage
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

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

## **A-C Contract Accounting and Administration Handbook**

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CONTRACTOR will ensure compliance with Internal Revenue Service guidelines to properly classify employees and independent contractors.

### **2.7 Invoices/Billings**

Each CONTRACTOR must submit an invoice/billing at least monthly to report to the COUNTY the financial activity of the program(s) as required in the applicable Agreement.

### **3.0 Records**

Adequate care must be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation must be immediately reported to the COUNTY. CONTRACTOR must report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage, or alteration of any record subject to the provisions of this Handbook. CONTRACTOR must make their report to the local law enforcement agency within twenty-four hours of becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the CONTRACTOR for a period of time under which the underlying records that were destroyed/damaged were required to be retained plus an additional three years, and must be retained for a longer period in the case of unresolved litigation or audit.

### **3.1 Retention**

All accounting records (e.g., journals, ledgers), financial records, and supporting documentation must be retained for a minimum of three years after the termination of the CONTRACTOR'S Agreement or the date of submission of the final invoice, billing, or expenditure report, unless a longer retention period is prescribed by the Agreement or applicable laws and regulations, in which case the CONTRACTOR must comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### **3.2 Encryption**

CONTRACTOR must employ sufficient security measures to safeguard all COUNTY non-public information (e.g., confidential information including, but not limited to, the names and addresses of individuals, Social Security numbers, credit card information) that is electronically stored, used, and transmitted. Encryption standards must, at a minimum, be developed and implemented in accordance with the requirements prescribed by the COUNTY Agreement and COUNTY Board Policy 5.200.

### 3.3 Supporting Documentation

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

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature and the reasonableness of the expenditure and its relevance to the COUNTY program being contracted for are required to support an outlay of funds. If the CONTRACTOR is unclear as to the appropriate documentation that must be retained to support an expenditure, CONTRACTOR shall consult with the COUNTY before the expenditure is charged to the COUNTY. Unsupported or inadequately supported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs.

***Electronic documentation is permitted when the source documentation originated electronically. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices), CONTRACTOR shall retain the original source document for inspection by COUNTY. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks), and account statements alone do not constitute supporting documentation for purchases. COUNTY at its sole discretion may accept photocopies of supporting documentation in preference to the original documents based on the adequacy of the CONTRACTOR'S internal controls over electronic documentation and subject to any limitations imposed by the applicable funding source(s) (i.e., federal and State agencies).***

CONTRACTORS must provide acceptable supporting documentation for all expenditures. For example, for the following categories of expenditures, acceptable supporting documentation may include, but not be limited to:

#### Payroll

- Timecards and attendance records signed and dated by the employee and the employee's supervisor (in ink or electronically) certifying the accuracy and approval of the reported time.
- Time distribution records by program, accounting for total work time on a daily basis for all employees.
- Records showing actual expenditures for Social Security and unemployment insurance.
- State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

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### Personnel Files

- Documentation supporting approved employee pay rates.
- Proof of employees having the required educational, practical experience, and license(s)/certification(s) for their position.
- Criminal record clearances as required.

### Contracted/Consultant Services

- Contracts detailing the nature and scope of services to be provided, and the method and rate of compensation (e.g., cost reimbursement, fixed fee, fee for service, rate per hour) for each service.
- Itemized invoices or other documentation detailing the nature of services provided.
- Time and attendance records or other documentation detailing when services were provided.
- Travel vouchers detailing purpose, time, and location of travel reimbursed by CONTRACTOR.
- Purchase orders and invoices for supplies reimbursed by CONTRACTOR.
- Copies of all completed federal Form 1099s, establishing that all payments to contractors/consultants were reported timely to federal and State taxing agencies.

### Travel

- Travel policies of the CONTRACTOR (written).
- Travel expenditure vouchers.
- For travel related to conferences, meetings, seminars, symposiums, workshops, and other similar events, CONTRACTOR shall at a minimum, retain literature, including, but not limited to, agendas and handouts detailing the purpose of the event, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure.
- Itemized receipts for all travel expenditures (e.g., lodging for approved out-of-town travel, airfare, car rentals, ground transportation, parking)

Note: Reimbursement for actual receipts or per diem rates for lodging and meal expenditures must not exceed the COUNTY'S maximum reimbursement rate for employees. CONTRACTOR shall obtain the COUNTY'S maximum reimbursement rate for each fiscal year from the COUNTY before travel expenditures are charged.

### Vehicle Expenditures

- Invoices/receipts for repairs, maintenance, fuel, etc.
- Vehicle registration card.
- Vehicle title.
- Insurance policy.

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- Purchase or financing agreement.
- Vehicle lease or rental agreement.
- For vehicles owned/leased by the CONTRACTOR and personal vehicles that are primarily used for business purposes, a vehicle mileage log must be maintained establishing the extent to which the vehicles are used for business versus non-business purposes. The mileage log must identify:
  - Trip dates
  - Origin and destination addresses of the trip
  - Purpose of the trip and how it relates to the Agreement services
  - Beginning and ending odometer readings and the resulting mileage for all trips (including non-business trips) to account for 100% use of the vehicle.
- For personal vehicles that are not primarily used for business purposes, documentation to support reimbursements to employees for mileage and parking must include:
  - Date and time of travel
  - Origin and destination addresses of the trip and the resulting mileage
  - Purpose of the trip and how it relates to the Agreement services
  - Rates claimed (Note: Reimbursement rates for mileage must not exceed applicable federal guidelines.)
  - Parking and toll charges reimbursed
  - Itemized receipts for reimbursed parking and toll charges

All supporting documentation must include sufficient information to identify the vehicle the expenditures are related to, which shall include, but not be limited to, vehicle make and model, vehicle license number, and vehicle identification number.

CONTRACTOR must only charge the COUNTY for vehicle expenditures (e.g., gasoline, repairs/maintenance, insurance, depreciation) to provide COUNTY Agreement services. CONTRACTOR must pro-rate vehicle expenditures based on vehicle usage to exclude the portion of expenditures related to non-COUNTY and non-business use (i.e., non-COUNTY program services, personal use, employee transportation to and from work).

### **Operating Expenditures (e.g., utilities, office supplies, equipment rentals)**

- Bona fide contracts or lease agreements, if applicable.
- Invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation.
- Documentation acknowledging the receipt of purchased goods and services (e.g., itemized delivery confirmations, stock received reports, packing slips, or other documentation) signed by the employee(s) who verified the good/services were approved and received.



### Outside Meals

- Itemized receipts and/or invoices for all meals.
- Documentation detailing the nature and business purpose of each meal.
- Documentation identifying the participants of each meal.

### Loans (including, but not limited to, loans to the CONTRACTOR from employees and/or related parties)

- Written loan agreement approved by the CONTRACTOR'S Board of Directors.
- Documentation showing that loaned funds were deposited into a CONTRACTOR bank account.
- Documentation showing that loan proceeds were actually used for COUNTY programs.

To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expenditure under the Agreement. If the payment of interest is allowable, interest must not be accrued at a rate which exceeds the COUNTY Treasury Rate plus one percent.

### 3.4 Payments to Affiliated Organizations or Persons (i.e., Related Party Transactions)

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR must complete and submit to the COUNTY a disclosure statement identifying the nature of the relationship with the affiliated or related organizations/persons.

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lesser of actual costs of the affiliated or related organizations/persons or the reasonable costs (fair market value) for services rendered or items purchased.

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Documentation must be maintained to support the actual costs of the affiliated or related organizations/persons and the reasonable costs for services rendered or items purchased, and shall include, but not be limited to:

- Financial records (e.g., general ledgers, payroll registers, labor distributions, invoices/receipts) of the affiliated or related organizations/persons.
- Price and rate quotations for the same services/goods from an adequate number of independent and qualified sources.
- Cost and price analysis.
- Vendor selection analysis.

### **3.5 Filing**

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

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

### **3.6 Referencing**

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

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

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

### **4.0 Donations and Other Sources of Revenue**

For CONTRACTORS that use donations and/or other sources of revenue (e.g., grants, sales of supplies/services, rental income, miscellaneous revenue, fees) to pay for expenditures related to a COUNTY service, the CONTRACTOR must maintain accounting records that clearly identify the specific expenditures that were paid for with the other source(s) of revenue.

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

### 5.0 Audits

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

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

### 6.0 Single Audit Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), "Audit Requirements" states that certain organizations receiving federal awards, including pass-through awards, have annual single audits. Details are contained in the Uniform Guidance.

A copy of any single audit report must be filed with the COUNTY upon request or within the timeframes prescribed by the COUNTY Agreement.

### 7.0 Subcontracts

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

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

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CONTRACTOR must monitor the activities of their subcontractors as necessary, but no less than annually, to ensure governmental monies are used for their intended purposes, compliance with applicable federal, State, and COUNTY requirements, and performance goals are achieved. The monitoring shall include, but is not limited to:

- Performing reviews of the subcontractor's fiscal and program operations.
- Performing reviews of required financial and performance reports.
- Verifying all subcontractors are audited as required.
- Following-up and ensuring appropriate corrective action is taken on all deficiencies pertaining to the subcontract.

### **B. INTERNAL CONTROLS**

Internal controls are processes designed to provide reasonable assurance regarding the achievement of the CONTRACTOR'S objectives relating to operations, reporting, and compliance, and should safeguard the CONTRACTOR'S assets from misappropriations and misuse. Each CONTRACTOR must prepare necessary written procedures establishing internal controls for its personnel's use. The CONTRACTOR must instruct all personnel in these procedures and continuously monitor operations to ensure compliance with them.

#### **1.0 Cash Receipts**

##### **1.1. Separate Fund or Cost Center**

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

##### **1.2 Manual Deposits**

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

All checks shall be restrictively endorsed upon receipt.

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

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

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt or as soon as reasonably possible.

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Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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

### 1.3 Separation of Duties

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

### 1.4 Bank Reconciliations

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

Monthly bank reconciliations should be prepared and reviewed by management for appropriateness and accuracy within 30 days of the bank statement date. The bank reconciliations should be signed and dated by both the preparer and the reviewer. CONTRACTOR should resolve reconciling items timely. See **Exhibit A** for a suggested bank reconciliation format.

## 2.0 Disbursements

### 2.1 General

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

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

Checks shall NOT be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" or withdrawals of cash shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

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

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

Voided checks shall be marked void. If paper checks are used, the signature block must be cut out. Voided checks must be maintained with the canceled checks.

Returned or undelivered checks shall be canceled regularly, but no less frequent than monthly.

Unclaimed checks shall be canceled periodically, but no less frequent than every six months.

All supporting documentation shall reference the payment made for the expenditure (e.g., check number, transaction number for an electronic funds transfer or credit card payment) and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

### 2.2. Approvals and Separation of Duties

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

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

### 2.3 Petty Cash

***Petty cash must NOT be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

A CONTRACTOR may establish a petty cash fund up to \$500 to pay for **small** incidental expenditures incurred (e.g., postage due, parking meters, small purchases of office supplies) and may establish multiple petty cash funds when appropriate (i.e., petty cash fund for each location where services are rendered). The CONTRACTOR must obtain written approval from the COUNTY to establish a single petty cash fund greater than \$500.

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

**The petty cash fund must be maintained on an imprest (fixed) basis.**

A check should be drawn to set up the fund and to periodically replenish the fund up to the imprest amount. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

A petty cash log shall be maintained for each petty cash fund to track the usage and replenishment of petty cash. Petty cash logs should be reviewed on a monthly basis by a higher-level employee not having responsibilities over the respective petty cash fund to ensure petty cash funds are being used for their intended purposes. See **Exhibit B** for a suggested petty cash log format.

There should be a separate petty cash fund custodian assigned for each petty cash fund established. The petty cash fund custodian should not have any other cash handling responsibilities (i.e., sign checks).

The petty cash fund custodian will be responsible for maintaining and disbursing the petty cash funds and requesting replenishment of the fund up to its imprest amount when necessary.

Each day the petty cash fund is used, the petty cash fund custodian should reconcile the petty cash fund amount to the cash-on-hand, receipts/invoices for which replenishment has not yet been requested, and replenishment requests in process, but not yet received.

Petty cash must be secured at all times in a locked safe, file cabinet, or cash drawer. Access to the petty cash fund should be limited to the petty cash fund custodian and one other employee in case of absence or emergency.

Surprise cash counts of each petty cash fund shall be conducted periodically, but no less than quarterly, to ensure the petty cash fund is being maintained as required. The cash counts should be conducted by a higher-level employee not having cash handling responsibilities over the specific fund being counted. Documentation should be maintained to support each cash count conducted and should be signed and dated by the employee conducting the cash count.

### 2.4 Credit Cards

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

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

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The use of an employee's personal credit card on behalf of the CONTRACTOR for authorized and necessary items should be limited to purchases where established purchasing and disbursement practices are not suitable.

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

### 3.0 Timekeeping

#### 3.1 Timecards

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

All timecards and time reports must be signed and dated by the employee and the employee's supervisor (in ink or electronically) to certify the accuracy and approval of the reported time. To the extent the CONTRACTOR utilizes electronic timecards and time reports, the CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic timecards and time reports.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information, such as, but not limited to, employee addresses and medical information, should be adequately encrypted using the minimum encryption standards described in Section A.3.2 to prevent unauthorized access and use.

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

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



- Citizenship Status
- Benefit balances (e.g., sick time, vacation)
- Health Clearances (if required)

### Benefit Balances

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

### 3.3 Incentive Compensation

Incentive compensation paid to employees should be reasonable, based on a measurable performance metric (e.g., cost reduction, efficient performance, suggestion awards, safety awards), and in accordance with the CONTRACTOR'S established policy or agreement with employees. The CONTRACTOR must maintain documentation to support incentive compensation payments to employees.

### 3.4 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the COUNTY Agreement or by the applicable funding source(s) (i.e., federal and State agencies).

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a half-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

Payroll expenditures for employees working on more than one Agreement, program, or activity must be equitably allocated in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

The CONTRACTOR must not charge the COUNTY for any retroactive salary adjustments made to any employee without written approval from the COUNTY.

### 3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, must be approved in writing by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment. All other assets with an acquisition cost of \$5,000 or more shall be capitalized.

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

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

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

4.1 Acquisition

As specified in the contract, CONTRACTOR must submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY contract.

4.2 Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment containing COUNTY non-public information, or equipment with a unit cost of more than \$250 but less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, fax machines, and other portable assets).

4.3 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased in full, or in part, with contract funds are to be used for the benefit of the contract and should be appropriately tagged.

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

An inventory of all fixed assets must be conducted at least once every two years to ensure that all fixed assets are accounted for and maintained in proper working order. Documentation must be maintained to support the inventory conducted.

### 4.4 Depreciation and Use Allowance

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of:
  - Land
  - Buildings and equipment donated by governmental agencies
  - Buildings and equipment contributed by the CONTRACTOR to satisfy funding matching requirements
- For depreciation, an appropriate useful life must be established for the asset(s), which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, “How to Depreciate Property,” contains guidelines for establishing an asset’s useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

### 4.5 Rental Costs of Buildings and Equipment

Rental costs are allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.
- Under a “less-than-arms-length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR. This amount generally includes expenditures such as depreciation, maintenance, taxes, and insurance.

### 4.6 Security

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

4.7 Property Management

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

The CONTRACTOR must maintain documentation to support all cases of theft, loss, damage, or destruction of fixed assets purchased with contract funds. The documentation shall, at a minimum, contain item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson), the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime.

The supporting documentation, including a copy of any related crime/incident reports, must be retained by the CONTRACTOR for a period of time under which the underlying records were destroyed or damaged were required to be retained plus an additional three years, and shall be retained for a longer period in the case of unresolved litigation or audit.

The CONTRACTOR must promptly report in writing to the COUNTY, and provide copies of all relevant supporting documentation described above, all cases of theft, loss, damage, or destruction of:

- Fixed assets purchased with contract funds with an acquisition cost or aggregate costs of \$950 or more.
- Fixed assets that electronically stored, used, and/or transmitted COUNTY non-public information.

CONTRACTOR must dispose/return to the COUNTY all fixed assets in accordance with the Agreement.

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR’S funds (e.g., prepare checks) shall be bonded.

6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of the CONTRACTOR to provide the services required by the Agreement. CONTRACTOR must use these funds on actual expenditures in an economical and efficient manner, and ensure they are reasonable, proper,

and necessary costs of providing services and allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) requirements.

### 1.1. Limitations on Expenditures of Program Funds

CONTRACTOR must comply with the Agreement and applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies). The Uniform Guidance defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of expenditures.

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

### 1.2 Expenditures Incurred Outside the Agreement Period

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

### 1.3 Budget Limitation

Expenditures must not exceed the maximum limits in the contract budget.

### 1.4 Unspent Program Funds

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

### 1.5 Necessary, Proper and Reasonable

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

### 2.0 Allocable Expenditures

For CONTRACTORS that operate programs or provide services in addition to the services required under contract, the CONTRACTOR must allocate expenditures to all benefiting programs, activities, and funding sources using an equitable basis. Unallowable activities (e.g., fundraising or investing) must also receive an appropriate allocation of costs.

In accordance with the applicable sections of the Uniform Guidance, CONTRACTORS must define their allocable expenditures as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible. ***Actual conditions must be taken into account when selecting the method and/or base to be used to allocate expenditures to ensure expenditures are allocated equitably to each benefiting program, activity, and funding source.***

The CONTRACTOR must maintain documentation for allocated expenditures (e.g., timecards, time summaries, calculation of full-time equivalents, square footage measurements).

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

### 2.1 Direct Costs

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

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenditures should be treated as direct charges and distributed on the basis of the actual recorded hours spent on each program or using another equitable basis based on actual conditions.

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

Examples of bases for allocating shared costs as direct costs:

- Number of direct hours spent on each program
- Full-time equivalents for each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

### 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or shared purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include the salaries and benefits of executive officers and administrative personnel (e.g., accounting, human

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resources, information technology), depreciation and use allowances for administrative buildings, and other costs related to the general administration of the organization. Only expenditures that are allowable in accordance with the applicable sections of the Uniform Guidance and any other applicable funding source(s) (i.e., federal and State agencies) shall be included as indirect costs and allocated to the COUNTY program(s).

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs, excluding unallowable costs that do not represent an activity of the CONTRACTOR (e.g., fines, penalties, bad debts), capital expenditures, and other distorting items such as significant one-time expenditures, or subcontractor payments

### 2.3 Acceptable Indirect Cost Allocation Methods

The Uniform Guidance describes the following allowable methods for allocating and charging indirect costs:

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

CONTRACTOR must ensure the indirect cost allocation methodology chosen is clearly described in their Cost Allocation Plan and is used consistently to allocate indirect costs.

#### Simplified Allocation Method

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

##### Example:

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

### Direct Allocation Method

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

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

### Multiple Base Allocation Method

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

### Negotiated Indirect Cost Rates

CONTRACTORS have the option of negotiating an indirect cost rate or rates for use on all their federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency with the largest dollar value of Federal awards funded to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

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

### De Minimis Rate

A CONTRACTOR that does not have a current negotiated (including provisional) rate may elect to charge indirect costs based on a de minimis rate of 10% of modified total direct costs. If elected, this rate may be used indefinitely, but must be used consistently to charge indirect costs to all programs and activities.

Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). It excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000.



### 2.4 Indirect Cost Limitations

CONTRACTOR must ensure indirect costs charged to the COUNTY program are within any maximum limitations established by statutory requirements. Any amounts charged in excess of maximum limitations will be disallowed upon audit unless otherwise allowed and approved by the applicable COUNTY, State, or federal agency.

### 2.5 Cost Allocation Plan

CONTRACTOR must submit an annual Agency-wide Cost Allocation Plan as required by the COUNTY agreement and when requested by COUNTY. The Cost Allocation Plan must be prepared in accordance with COUNTY instructions and the applicable sections of the Uniform Guidance, and include the following information:

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

## D. UNALLOWABLE COSTS

The Uniform Guidance addresses the allowability of a variety of costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

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

E. OVERPAYMENTS

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

F. GOVERNANCE

**OVERVIEW**

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

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

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

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

1.0 Independence

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

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the

organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

### **2.0 Oversight Mechanisms**

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

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

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

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the COUNTY. Compensation and benefits of directors, officers, and employees should be comparable to agencies of similar size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

### **3.0 Oversight Committees**

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

### **Nominating Committee**

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

### **Compensation and Benefits Committee**

The Board shall establish a Compensation and Employee Benefits Committee composed entirely of independent directors to establish compensation and benefits for the Organization's Chief Executive Officer, President, Chief Financial Officer, and Treasurer.

### **Audit Committee**

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

### **Annual Audit Duties:**

- If the CONTRACTOR expends federal awards in excess of \$750,000 in a year, the Audit Committee will recommend an independent auditor to perform the annual single audit of the CONTRACTOR'S financial records. The audit must be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act and Uniform Guidance.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the COUNTY receives a copy of the annual audit report and all other audits, reviews, and other third-party reports.

### **Additional Audit Committee Duties**

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;
  - ✓ Investment adviser or investment banking services;
  - ✓ Legal services and expert services unrelated to the audit.

**G. MISCELLANEOUS REQUIREMENTS**

**1.0 Insurance**

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

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

**2.0 Activity**

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

**3.0 Reporting Fraud/Misconduct**

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

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

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

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

Online: [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov)

Email: [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: County of Los Angeles  
Department of Auditor-Controller  
Office of County Investigations,  
500 W. Temple Street, Suite 514  
Los Angeles, CA 90012

# CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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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 Bidder 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: \_\_\_\_\_

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

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.



- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
  - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
  - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
  - Protect against accidental loss or destruction of, or damage to, County Information; and
  - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### **5. SHARING COUNTY INFORMATION AND DATA**

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### **6. CONFIDENTIALITY**

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## **8. SUBCONTRACTORS AND THIRD PARTIES**

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## **9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION**

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## **10. RETURN OR DESTRUCTION OF COUNTY INFORMATION**

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding

items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

### **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

### **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### **13. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Ralph Johnson  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Allen Ohanian  
Departmental Information Security Officer  
12440 Imperial Hwy., Room 501



Norwalk, CA 90250  
(562) 345-6606  
[AOhanian@dcsf.lacounty.gov](mailto:AOhanian@dcsf.lacounty.gov)

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a

material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

# APPENDIX B

## CONTRACTS REQUIRED FORMS

### Exhibits

#### **Business Proposal Required Forms:**

- 1) Proposer's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Proposer's Debarment History and List of Terminated Contracts
- 5) Declaration
- 6) Community Business Enterprise (CBE) Information
- 7) Minimum Requirements
- 8) Proposer's List of References

#### **Cost Proposal Required Forms:**

- 9) Pricing Sheet
- 10) Line-Item Budget
- 11) Budget Narrative

**CONTRACTS REQUIRED FORMS – EXHIBIT 1**  
**PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>PROPOSER NAME:</b>	<b>COUNTY WEBVEN NUMBER:</b>
<b>ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	<b>E-MAIL:</b>
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>	<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>

1	<p><b>Select the options that best define your firm’s business structure:</b></p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited Liability Company (LLC)</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Non-Profit</p> <p><input type="checkbox"/> Franchise</p> <p><input type="checkbox"/> Other (Specify)</p>	<p><b>If Corporation or Limited Liability Company (LLC):</b>  Legal Name (as stated in Articles of Incorporation):  _____</p> <p>State if Incorporation: _____</p> <p>Year of Incorporation: _____</p> <p><b>If Limited Partnership or a Sole Proprietorship:</b>  Name of proprietor or managing partner:  _____</p> <p><b>If other:</b> Specify business structure name:  _____</p>
2	<p><b>Is your firm doing business under one or more DBA’s?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
3	<p><b>Is your firm wholly/majority owned by, or a subsidiary of another firm?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate name of Parent Firm and State of Incorporation.</p> <p>Name of Parent Firm:  _____</p> <p>State of Incorporation or registration of parent firm:  _____</p>
4	<p><b>Has your firm done business as other names within last five (5) years?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, indicate any other names and the year of name change.</p> <p>Name(s): _____</p> <p style="text-align: right;">Year(s) of Name Change</p>

5	<b>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</b>	
6	<b>Is your firm involved in any pending acquisition or mergers?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	<b>List all names and contact information of all individuals legally authorized to commit the Proposer.</b>	

## CONTRACTS REQUIRED FORMS – EXHIBIT 2

### CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	<p>Charitable Contributions Certification</p> <p>Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s 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 (if applicable)</p> <hr/>	<a href="#">Board Policy 5.065</a>	<p><b>Check the Certification below that is applicable to your company.</b></p> <p><input type="checkbox"/> 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.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.</p>
6	Attestation of Willingness to Consider Gain/Grow Participants	<a href="#">Board Policy 5.050</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Willing to provide GAIN/GROW participants access to employee mentoring program?</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available</p>
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p> <p><input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program.</p> <p><input type="checkbox"/> My business is a small business as defined in the Program.</p> <p><input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.</p>
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<p><b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If No, identify exemption:</b></p>

**CONTRACTS REQUIRED FORMS – EXHIBIT 3**  
**REQUEST FOR PREFERENCE CONSIDERATION**

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

**PREFERENCE NOT REQUESTED**

**OR**

<input type="checkbox"/> <b>PREFERENCE REQUESTED (SELECT ALL THAT APPLY)</b>		
<b>Preference Program</b>		<b>Reference</b>
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.204</u></a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.205</u></a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#"><u>LACC 2.211</u></a>

**Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.**



**CONTRACTS REQUIRED FORMS – EXHIBIT 4**  
**PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS**

Proposer's Name: \_\_\_\_\_

<b>1. DEBARMENT HISTORY (Check one)</b>		<b>YES</b>	<b>NO</b>
Proposer is currently debarred by a public entity			
If yes, please provide the name of the public entity:			
<b>2. LIST OF TERMINATED CONTRACTS (Check one)</b>		<b>YES</b>	<b>NO</b>
Proposer has contracts that have been terminated in the past three (3) years.			

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

**CONTRACTS REQUIRED FORMS – EXHIBIT 5**  
**DECLARATION**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.**

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**CONTRACTS REQUIRED FORMS – EXHIBIT 6 COMMUNITY  
BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**SUBMITTAL**

**Proposer must submit Exhibit 6 - Community Business Enterprise (CBE) Information form in Excel format.**

**CONTRACTS REQUIRED FORMS – EXHIBIT 7**

**MINIMUM REQUIREMENTS**

Proposer acknowledges and certifies that it meets and will comply with the Proposer’s Minimum Qualification indicated below and as stated in Paragraph 3.0 of this Request for Proposal.

No.	Minimum Requirement(s) (MR)	Complies with MR	
		Yes	No
<b>1</b>	Proposer must submit their Proposal(s) for LGBTQIA2S+ by 12:00 PM, PST, on December 27, 2023.		
<b>2</b>	Proposer must be a non-profit social service organization founded for religious, charitable or social welfare purposes or public entity and be tax exempt under 501(c) 3 of the Internal Revenue Code.		
<b>3</b>	Must not be suspended, debarred, ineligible, or excluded from securing federally, State, or locally funded contracts.		
<b>4</b>	Must be in operation at the time of RFP submission and have an LGBTQIA2S+ trained Program Director Coordinator and Program Navigator(s).		
<b>5</b>	Must have five years of experience in the last seven years providing LGBTQIA2S+ Tailored Services in the Service Planning Areas the agency intends to provide services and demonstrate experience collaborating with community-based organizations, government agencies, or stakeholders to ensure comprehensive and coordinated support for LGBTQIA2S+ youth.		
<b>6</b>	Must have and provide a description of a system to track and measure client outcomes, service quality, and program effectiveness, with a specific focus on the unique needs and experiences of LGBTQIA2S+ youth.		
<b>7</b>	Must have a staff training and development program that ensures all employees and volunteers are trained and competent in Sexual Orientation, Gender Identity and Expression, as well as working with LGBTQIA2S+ youth. Provide a copy of the training schedule.		

8	Must demonstrate a commitment to diversity, equity, and inclusion by having policies and procedures in place that address non-discrimination, harassment, and equal opportunity for staff, volunteers, and clients		
9	If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.		

**Declaration: I attest that the above information is true and correct.**

Proposer Name:		County Webven #:	
Proposer Address:			
Proposer Phone #:		Proposer email:	
Tax Identification #:		California Business License #:	
Signature:		Date:	

**CONTRACTS REQUIRED FORMS - EXHIBIT 8**  
**PROPOSER'S LIST OF REFERENCES**

**Proposer's Name:**

Provide a comprehensive reference list of at least 5 references for the same or similar scope of services that were provided by the Proposer during the previous 3 years. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

<b>1. PUBLIC AGENCIES</b> (All contracts with other governmental agencies including the County of Los Angeles must be listed)	
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ AGENCY/DEPT: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

<b>2. PRIVATE FIRMS</b>	
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____
SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____	SERVICE TYPE: _____ CONTRACT TERM: _____ CONTRACT AMT: _____ FIRM NAME: _____ ADDRESS: _____ CONTACT: _____ TELEPHONE: _____ E-MAIL: _____

**CONTRACTS REQUIRED FORMS - EXHIBIT 9**

**PRICING SHEET**

**LGBTQIA2S+ Tailored Services to Youth  
PRICING SHEET**

The undersigned offers to provide LGBTQIA2S+ Tailored Services to Youth, their parents, legal guardian and/or resource parent(s) set forth in RFP 23-04-001. I agree that if the County of Los Angeles Board of Supervisors accepts my proposal, I will commence services immediately following contract execution. I agree to provide the specified services for the County of Los Angeles, Department of Children and Family Services in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

<b>Table A</b>	<b>BASE RATE</b>	
	Type	FLAT RATE
	Includes:	
	In-Person/Virtual Visit (two visits per month)	
	Case Management and Case Consultation(s)	
	Monthly Referral Log	
	Intake Assessment and Report	
	Three Quarterly Reports	
	Closing Report	<u>\$1055.00</u>
	1x Monthly Coaching Network/Meeting	
	Training and Supervision for Staff and Volunteers	
	Program Monitoring and Evaluation	
	Program Education Services	
	Other Indirect Costs	
<b>Table B</b>	<b>RATE FOR DIRECT SERVICES</b>	
	TYPE	HOURLY RATE
	Administrative Support (paperwork, referrals and linkage)	<u>\$ 24.00</u>
	Individual Counseling	<u>\$ 72.00</u>
	Family Counseling	<u>\$ 72.00</u>
	Group Counseling/Support Groups	<u>\$ 37.00</u>
	Substance Abuse Counselor	<u>\$ 72.00</u>
	Intimate Partner Violence/Domestic Violence Counselor	<u>\$ 72.00</u>
	Education/Career Services	<u>\$ 30.00</u>
	Well-Being/Life Skills	<u>\$ 30.00</u>
	Parent/Caretaker/Family/Support Team Training	<u>\$ 30.00</u>
	Faith Based Services	<u>\$ 30.00</u>
	Child and Family Team Meetings (3 hour max)	<u>\$ 60.00</u>



Table C	RATE FOR PRIDE EVENTS	
	TYPE	FLAT RATE
	Per Event (two event maximum)	\$ <u>125/event</u>
Table D	RATE FOR AUXILIARY FUNDS	
	TYPE	FLAT RATE
	AUXILIARY/EMERGENCY FUNDS	\$ <u>110.00 (one time)</u>

The LGBTQIA2S+ Tailored Services to Youth program is a 12-month and 150 participant program. The budget consists of the monthly base rate (\$1055) plus monthly direct services (\$690) to be less than or equal to \$1745 a month per participant. Participants will additionally be entitled to participate in two pride events in the 12 month time frame with each event rate at \$125 per event, \$250 maximum. Participants are also entitled to receive a one-time payment of \$110 to assist with additional and/or emergent needs.

**Budget not to exceed:**

FY 2024-2025: \$1,066,667  
(MAR 1 to June 30)

FY 2025 - 2026 \$3,200,000  
(July 1 to June 30)

FY 2026-2027 \$3,200,000  
(July 1 to June 30)

FY 2027-2028 \$3,200,000  
(July 1 to June 30)

**By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.**

Print Name of Authorized Personnel:	Title:
Signature:	Date:

**CONTRACTS REQUIRED FORMS - EXHIBIT 10**

**LINE-ITEM BUDGET**

(\*Number of Referrals Not Guaranteed)

**LINE-ITEM BUDGET SAMPLE**

**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary	Months	Total
Contract Program Coordinator	_____	\$ _____	\$ _____	\$ _____	\$ _____
Contract Program Navigator	_____	\$ _____	\$ _____	\$ _____	\$ _____
Counselor/Therapist	_____	\$ _____	\$ _____	\$ _____	\$ _____
Substance Abuse Counselor	_____	\$ _____	\$ _____	\$ _____	\$ _____
Intimate Partner Violence Counselor	_____	\$ _____	\$ _____	\$ _____	\$ _____
Other		\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Salaries and Wages</b>					\$ _____

\*FTE = Full Time Equivalent Positions

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Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

**Total Benefits \$**

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Payroll Taxes</b>	<b>\$ _____</b>

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Mileage	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone Utilities	\$ _____
Other Direct costs	\$ _____
Other	\$ _____

**Total Insurance/Misc. S & S**      \$ \_\_\_\_\_

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**TOTAL DIRECT COSTS**      \$ \_\_\_\_\_

-----  
**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping \$ \_\_\_\_\_  
Management Overhead (Specify) \$ \_\_\_\_\_  
Other (Specify) \$ \_\_\_\_\_

**TOTAL INDIRECT COSTS** \$ \_\_\_\_\_

-----  
**TOTAL DIRECT AND INDIRECT COST**

PROFIT (Please enter percentage: %) \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_ x 12 months = **Annual Costs of \$** \_\_\_\_\_ \*

**Table 2: Fixed Fee for Services (Direct Services)**

Administrative Support (paperwork, referrals and linkage) \$ \_\_\_\_\_  
Individual Counseling \$ \_\_\_\_\_  
Family Counseling \$ \_\_\_\_\_  
Group Counseling \$ \_\_\_\_\_  
Support Group \$ \_\_\_\_\_  
Mentorship Services \$ \_\_\_\_\_  
Substance Abuse/Use Counseling \$ \_\_\_\_\_  
Intimate Partner Violence/Domestic Violence Services \$ \_\_\_\_\_  
Crisis Intervention/Suicide Prevention (referrals and linkages) \$ \_\_\_\_\_  
Education and Career Services \$ \_\_\_\_\_  
Well-Being and Life Skills Services \$ \_\_\_\_\_  
Health and Medical Services \$ \_\_\_\_\_  
Housing Resources and Services \$ \_\_\_\_\_  
Support Training \$ \_\_\_\_\_  
Faith Based Services (referral and linkage) \$ \_\_\_\_\_  
Child Family and Team Meetings \$ \_\_\_\_\_

**TOTAL FOR FIXED FEE FOR SERVICE COSTS** \$ \_\_\_\_\_

**Table 3: Fixed Fee for Services (Rate for Pride Events)**

Per Event (two event maximum) \$ \_\_\_\_\_

**TOTAL FOR FIXED FEE FOR SERVICE COSTS** \$ \_\_\_\_\_

**Table 4: Cost Reimbursement (Auxiliary Funds)**

Auxiliary/Emergency Funds \$ \_\_\_\_\_

**TOTAL FOR AUXILIARY FUNDS COSTS** \$ \_\_\_\_\_

---

Total Annual Costs:	\$ _____
Total Annual Budget	\$ _____
Direct Services:	\$ _____
Rate for Pride Events	\$ _____
Auxiliary Funds	\$ _____
Total Annual Tailored Services	\$ _____

## CONTRACTS REQUIRED FORMS - EXHIBIT 11

### BUDGET NARRATIVE

## LGBTQIA2S+ Tailored Services

### BUDGET NARRATIVE

Proposers are allowed to develop their budget narrative in a manner that they believe best reflects and supports the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs.

The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained. Include explanation of any line item expenditure, which may be unclear to a reviewer who is unfamiliar with your organization. There is no recommendation for page length.

Specifications:

#### **DIRECT COST**

Provide an explanation for purpose and particulars associated with each classification listed in the "Salaries and Wages" section of the Line Item Budget and explain their benefit to this program. All benefits to be provided in addition to Medical, Dental, and Life Insurance should be listed as well as the Monthly Cost per FTE. For all benefits, specify amounts paid by the employer, the employee and the total monthly premium.

For all items detailed under "Services and Supplies", provide an explanation for their need and/or how it benefits the program. Computations associated with these costs should be explained and provided. The following costs are not allowable under any circumstances: bad debts, contingency provisions, contributions and donations, fines and penalties, fundraising activities, and interest expenses (unless expressly allowed by federal guidelines). Regarding Insurance, provide annual total costs for each Insurance type/coverage. For further clarification, see Sample Contract, Sub-paragraph 8.29, Insurance Coverage.

#### **INDIRECT COST**

All details and computations associated with indirect costs should be explained. Contractors may utilize a maximum of ten percent (10%) of their Maximum Annual Contract Sum for administrative/indirect costs, unless the agency has a federally approved indirect cost rate letter of over ten percent (10%), which should be submitted along with their proposal.

**For purpose of the solicitation process, the budget shall be calculated based on an assumption of 150 participants per contract year. Proposer shall calculate their contract budget as follows:**

**The LGBTQIA2S+ Tailored Services to Youth program is a 12-month and 150-participant program. The budget consists of the monthly base rate (\$1055) plus monthly direct services (\$690) to be less than or equal to \$1745 a month per participant. Participants will additionally be entitled to participate in two pride events in the 12 month time frame with each event rate at \$125 per event, \$250 maximum. Participants are also entitled to receive a one-time payment of \$110 to assist with additional and/or emergent needs.**

**TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

***Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

\_\_\_\_\_

*(Name)* *(Title)*

<b><i>For County use only</i></b>	
Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

## **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**